



Providing quality student housing in  
Southampton

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## SAMPLE ASSURED SHORTHOLD TENANCY AGREEMENT

*For letting furnished or unfurnished residential accommodation on an Assured Shorthold Tenancy Within the meaning of the Housing Act 1988 as amended by the Housing Act 1996*

### The Particulars:

**Property address:** 5 Acacia Avenue  
Southampton  
SO16 XXX

**The Landlord:** Studentpadz Ltd (Address for service listed below)

**The Tenants:** Miss AN Other, Mr RT Fishall, Miss S Ample, Mr E xample, Mr ON More

**The Property:** The property listed above which a maximum of five persons may occupy.

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

**The Rent \*:** £XX.XX each month payable in advance by the 1<sup>st</sup> day of each month, the first payment payable on the start of the fixed term. No utility, telephone or local taxation charges are included.

**The Bank Account:** Account number 2457XXXX in the name of Studentpadz Limited at the Hatton Garden branch of National Westminster Bank PLC, sort code 56-XX-XX.

**The Interest Rate:** Five percent per year above the base lending rate of National Westminster Bank plc.

**The Agreement:** This tenancy agreement including any variation or amendment of it.

**The Fixed Term:** 12 months from and including 1st September 20XX.

**The Deposit \*:** A Deposit of £XX.XX is payable upon signing of this agreement and is to 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.

*\* If there are two or more tenants then they 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 any one or any group of the tenant(s) for the obligations of the other tenant(s). The group of tenants shall be known collectively as 'The Tenant' throughout this Agreement.*

### **1. The Tenant will:**

- 1.1 Pay the rent at the specified times by standing order or online transfer whether formally demanded or not. Payments are to be made as one sum per property and clearly referenced with the property code and/or paying tenant's surname.
- 1.2 Not make any noise or play any radio television audio equipment or musical instrument in or about the accommodation so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.
- 1.3 Not damage the Property or the building or make any alteration in or addition to it or to the electrical or plumbing system, decorate or change the style or colour of the decoration without the written permission of the Landlord (which will not be unreasonably withheld) and to use the Property in a tenant-like manner.
- 1.4 Keep the interior of the Property and the Landlord's 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.
- 1.5 Not remove any of the Landlord's Contents from the Property.
- 1.6 Permit the Landlord or the Landlord's agents at reasonable hours in the daytime by giving the Tenant twenty-four hours notice (except in an emergency):
  - 1.6.1 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 and afford them all facilities so to do.
  - 1.6.2 To enter and view the Property with prospective tenants.
- 1.7 Not assign or sublet or part with or share possession of the Property or any part of it, without the landlord's written consent, such consent not to be unreasonably withheld. Not to allow the Property to be occupied by more than the maximum number of permitted persons.
- 1.8 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.
- 1.9 Not use the Property for any immoral, illegal or improper purposes.
- 1.10 Not do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owner or occupiers of any adjoining premises.
- 1.11 Observe all terms and conditions of the Landlord's insurance(s) relating to the Property, the relevant clauses of which are available in the login section of the website.

- 1.12 Advise the Landlord, by giving reasonable written notice, if the tenant intends being absent from the property for more than 14 days (the actual dates the property will be unoccupied are to be provided). For any absence over 28 days the Tenant must agree that the Landlord should have access during the period to keep the property insured.
- 1.13 Notify the Landlord or his Agent by telephone 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 and which is the responsibility of the Landlord to repair.
- 1.14 Agree that the Landlord shall hold a set of keys to the Property.
- 1.15 Clean the windows of the Property, where access is possible, as often as necessary.
- 1.16 Unless written comments or amendments are received by the Landlord within 14 days of Tenancy commencement acknowledge that the Inventory/schedule of condition attached hereto and forming part of this Agreement is a true and accurate record of the Contents within the Property, including their condition, at the beginning of the Tenancy.
- 1.17 Not change the supplier of any utilities (e.g. gas, water, electricity) or services without first obtaining the written permission of the Landlord which may not be unreasonably withheld.
- 1.18 Not bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- 1.19 Occupy the Property as the Tenants' only or principal home, and pay all Council Tax due (or obtain exemption from) as set out in the Particulars of this Agreement.
- 1.20 Not obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them.
- 1.21 Not bring into the Property or Building any, bicycles, oil or gas heaters, inflammable gas or liquid, guns or weapons.
- 1.22 Not to keep any animal or bird on the Premises without the prior written consent of the Landlord which may be subsequently withdrawn upon giving reasonable written notice. If the Landlord gives his written consent to the keeping of any animal or bird on the Premises, then the Tenant hereby agrees to pay an additional deposit to be determined by the Landlord. The Tenant also agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the Tenancy and to provide a receipted invoice to the Landlord as written proof that he has complied with this clause.
- 1.23 Keep the exterior free from rubbish and place all refuse containers etc. in the allocated space for collection on the day for collection.
- 1.24 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.
- 1.25 Not block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.

- 1.26 Not erect external aerials or satellite dishes without obtaining the written consent of the Landlord, which will not be unreasonably withheld.
- 1.27 Not bring in to the Property any electrical equipment which does not comply with current United Kingdom electrical regulations.
- 1.28 Not install any gas appliances unless authorised by the landlord.
- 1.29 Take all reasonable precautions to prevent any damage to the Property resulting from 'freezing up'. Failure by the Tenant to take such precautions will result in the Tenant having to meet the cost of damage caused.
- 1.30 Replace any light bulbs, fluorescent tubes, fuses or batteries in any equipment, such as smoke detectors and light fittings, promptly and when necessary, so as to ensure proper and safe operation of any appliances.
- 1.31 Understand that 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.
- 1.32 At the end of the Tenancy:
  - 1.32.1 give up the Property with vacant possession
  - 1.32.2 give up the Property 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
  - 1.32.3 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy
  - 1.32.4 clean or pay for the washing or cleaning of contents which shall have been soiled during the Tenancy and require to be cleaned.
  - 1.32.5 return all keys to the Landlord.

## **2. The Landlord will:**

- 2.1 Pay all assessments and outgoings in respect of the Property which are the responsibility of the Landlord.
- 2.2 Allow the Tenant to quietly possess and enjoy the Property during the Tenancy without interruption from the Landlord.
- 2.3 Return to the Tenant a reasonable proportion of the rent payable for any period while the Property is rendered uninhabitable by fire or other insured risk except where the destruction or damage is caused by the Tenant or his/her visitors.
- 2.4 Carry out promptly any repairs which are the Landlord's responsibility.
- 2.5 Ensure that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

- 2.6 Ensure that gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the tenant at the commencement of the tenancy.
- 2.7 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.

### **3. Interest on Rent Arrears**

- 3.1 The Tenant shall pay interest at the Interest Rate 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 the Tenancy becomes a periodic tenancy it may be terminated by:
- 4.1.1 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 period of the Tenancy
  - 4.1.2 The Tenant giving written notice of at least four weeks and expiring at the end of a rental period.
- 4.2 Whilst the Tenancy is of a fixed term, the Landlord may serve on the Tenant the appropriate Notice under Section 21(1)(b) of the Housing Act 1988 (as amended) given during the fixed term to expire on any day after the last day of the Term, at least two months after the service of such notice.
- 4.3 If there be a breach of any of the agreement by the Tenant the Landlord may serve Notice in accordance with Section 8 of the Housing Act 1988 as amended.
- 4.4 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 the agreements by the Tenant the Landlord may re-enter the Property (subject to the landlord obtaining a court order for possession) and immediately thereon the tenancy shall terminate without prejudice to the other rights and remedies of the Landlord.

### **5. Deposit**

- 5.1 The deposit will be held under the terms of an Insurance Backed Tenancy Deposit Scheme (see 'prescribed information').
- 5.2 The deposit that the Tenant has paid shall be returned without interest within the terms of the Tenancy Deposit Scheme (see 'prescribed information') at the end of the Tenancy, howsoever determined, upon vacant possession of the Property and return of the keys less such sum as the Landlord shall properly deduct in respect of:
- 5.2.1 All reasonable costs and expenses incurred by the Landlord or his Agent (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:
  - 5.2.2 The recovery from the tenant of any rent or any other money for which they are in arrears.
  - 5.2.3 The enforcement of any of the provisions of this Agreement.

- 5.2.4 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.
  - 5.2.5 The cost of any Bank or other charges incurred by the landlord or his Agent if any cheque written by the tenant is dishonoured or if any standing order payment is withdrawn by the tenant's bankers.
  - 5.2.6 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 Tenancy (reasonable wear and tear excepted).
  - 5.2.7 The policy excess of £100.00 insured as a result of a claim on the Landlord's insurance attributable to the tenant's action, (a full copy of the Landlord's insurance policy is available on request).
  - 5.2.8 Any other monies owed by the Tenant to the Landlord.
  - 5.2.9 Compensation for the breach of any terms of this agreement.
- 5.3 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 expenses properly due.

## **6. Notices**

- 6.1 The Landlord gives notice to the Tenant that in accordance with 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 specified in the Particulars of this Agreement.
- 6.2 Any Notice served upon the Tenant by the Landlord in accordance with this Tenancy Agreement or any statute or regulation then the same may be served properly addressed to the Tenant either at the Property or by sending same by either registered post, or prepaid first class post to the Property or at the Tenant's last known address and the same shall be deemed to have been properly served and received by the Tenant 24 hours after posting of same.

## **7. Distance Selling Regulations**

- 7.1 The Tenant's rights to a 7 working day cooling off period under the Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the tenant enters into the tenancy by signing the Tenancy Agreement and paying the rent.

## **8. Interests and Consents**

- 8.1 The Landlord is the sole owner of the freehold interest in the property. All consents necessary to enable the landlord to enter into this agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

## **9. Data Protection Act 1998**

- 9.1 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 Federation of Residential Landlords (NFRL) (or any body which may succeed it) of that fact. All other member landlords of the NFRL have access to that information. The Tenant hereby consents to the Landlord or his agent and the NFRL processing any information or personal details on or of the Tenant as defined in the Data Protection Act 1998.

## **10. Tenants' Own Insurance**

10.1 The Tenant acknowledges that the Tenant is 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.

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

Tenancy Deposit Scheme details                      dated 01 September 20XX  
Inventory/Schedule of Condition                      dated 01 September 20XX

**Signed as an Agreement Dated 01 September 20XX**

**For and on behalf of the Landlord:**

Mr JC Gater .....

In the presence of:

.....

Address: .....  
.....  
.....

**By the Tenants, having read and understood the above 11 clauses:**

*We the undersigned understand that we, including our guarantors, will be held 'jointly and severally liable' in our obligations contained within this agreement. We understand that this means that legal action may be brought against any one or any group of us for the obligations of the other tenants.*

Miss AN Other .....

Mr RT Fishall .....

Miss S Ample .....

Mr E xample .....

Mr ON More .....

In the presence of:

.....  
Address: .....  
.....  
.....

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

## **Inventory:**

As at 01 September 20XX

Kitchen:

- 1 x Samsung RSA1DHMH American style fridge freezer
- 1 x Beko WMB10W Washing Machine
- 1 x Beko DWD5410 12 Place Dishwasher

Lounge:

- 1 x 3 Seater Blue Sofa
- 1 x 2 Seater Blue Sofa
- 1 x Beige replacement covers for above
- 1 x Blue footstool
- 1 x Ikea Standard lamp
- 1 x Beech table and four beech seats (blue cushions) (in conservatory)
- 1 x Panasonic 32 inch Widescreen TV
- 1 x Henry vacuum cleaner (Incl. vacuum head & 3 x cleaning attachments)

Bedroom 1 (Loft Conversion):

- 1 x Double 201cm Pax wardrobe
- 1 x Double Ikea Malm bed (Incl. Sultan Forestad mattress)
- 1 x 120cm Birch veneer desk
- 1 x KAB Manager office chair

Bedroom 2 (Large Double):

- 1 x Double 201cm Pax wardrobe
- 1 x Double divan bed
- 1 x 164cm Birch veneer desk
- 1 x KAB Manager office chair

Bedroom 3 (Medium Double):

- 1 x Double 201cm Pax wardrobe
- 1 x Double divan bed
- 1 x 164cm Birch veneer desk
- 1 x KAB Manager office chair

Bedroom 4 (Small Double):

- 1 x Single 201cm Pax wardrobe
- 1 x Double divan bed



1 x 80cm Ikea Galant Desk  
1 x KAB Manager office chair

Bedroom 5 (Downstairs Double):

1 x Double 201cm Pax wardrobe  
1 x Double divan bed  
1 x 164cm Birch veneer desk  
1 x KAB Manager office chair