

ASSURED SHORTHOLD TENANCY AGREEMENT

Under part 1 of the Housing Act 1988 as amended under part 3 of Housing Act 1996

This agreement is made this day of 2022

Between Mr C J Wootton
71 Burscough Street
Ormskirk
Lancashire
L39 2EL
Tel 01695 578900 Mobile 07976 657047

On the one part (hereinafter referred to as “the landlord”) and

..... (Name)
of (Home address)

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

Home Tel

Mobile

e-mail address

Date of Birth

Of the other part (hereinafter referred to as “the tenant”)

Whereby the landlord agrees to let the premises known as

Bedroom __ (Double Room for one only)

For the term of **46 weeks** only from **Saturday 20th August 2022** to 11:00am **Saturday 8th July 2023**

The Tenant agrees with the landlord as follows:

1. To pay the **weekly rent of £xxx.xx** in advance. The payments to be made in full at the beginning of each academic term (as specified below)

AUTUMN TERM: £xxxx Payment due no later than 3rd October 2022 (19 weeks)

SPRING TERM: £xxxx Payment due no later than 7th January 2023 (14 Weeks)

SUMMER TERM: £xxxx Payment due no later than 14th April 2023 (13 Weeks)

The tenant pays the **deposit of £250** (when moving in) as security for the performance of the tenants obligations and to pay and compensate the landlord for the reasonable cost of any breach of those obligations. It is agreed that this sum shall not be transferable by the tenant in any way and at any time against payment of the rent and that no interest shall be payable on the deposit. The balance of the deposit to be paid to the tenant as soon as possible after the conclusion of the tenancy less any costs incurred for the breach of any obligation NOTE: This deposit will be dealt with by the Deposit Protection Service

2. The tenant will provide a guarantee from the tenants parent or legal guardian in the form annexed hereto within two weeks of signing this contract
3. The landlord will pay for the Gas, Electricity, and Water supplies to the property as well as providing Superfast Broadband Connection with unlimited data allowance (telephone line NOT including telephone calls). A “fair use” policy will apply to Gas and Electricity supply to ensure your usage stays withing reasonable allowance. You are

unlikely to exceed the generous allowance if you are sensible with your energy consumption, however if usage exceeds £xx per week for the whole property the landlord reserves the right to apply a supplemental charge to cover the amount by which you have exceeded the allowance

4. To pay promptly to the authorities to which they are due council tax, TV licence(s) and any other outgoings relating to the property including any that are imposed after the date of the agreement.
5. To keep the interior of the property and all fixtures and fittings therein in good repair and to make good all and any damage and breakages (or otherwise) and to be responsible for the cost of all repairs and/or replacements. Fair wear and tear only excepted
6. Not to damage or injure the property and contents or make any alterations or additions to. Any redecoration is to be made with the prior written consent of the landlord or his agent
7. Nothing shall be done at the property which may cause a fire hazard including but not limited to;
 - 7.1. Tampering with fire doors or fire prevention and control equipment
 - 7.2. Using any candles at all
 - 7.3. Obstructing stairwells or fire escapes
 - 7.4. Bringing any form of portable heaters fired by liquid or bottled gas fuels onto the property
8. The landlord agrees with the tenant that Fire Extinguishers are supplied to the property fully serviced at the start of this tenancy. If any fire extinguisher is partially or fully discharged or damaged during this tenancy you must inform the landlord immediately so that it can be refilled or replaced. Any call out with regard to this will be subject to a charge of £50.00 plus cost of service or replacement except in the case of legitimate use.
9. The tenant agrees to test all smoke detectors (if any) fitted to the property on a regular basis and notify to the landlord any defects so they can be repaired.
10. Not to leave the property vacant for more than 28 consecutive days and to properly secure all locks and bolts, to the doors, windows and other openings when leaving the property.
11. To immediately pay the landlord or his agent the value of any furniture or effects lost damaged or destroyed and not to remove or permit to be removed any furniture or effects from the property.
12. The tenant is to ensure that their bedroom and common hallways, staircases, bathrooms and kitchen etc are cleaned at least once per week. Washing-up and removal of household refuse to the outside bin to be done daily. If not then the landlord may (at his discretion) send in professional cleaning contractors and the tenants will reimburse the landlord for this service
13. It is the tenants responsibility to ensure that all rubbish is removed from the property by way of local council collections. Any build up of rubbish that the council or the landlord sees as a health hazard or which will or is likely to cause vermin or smell will be removed at the tenants expense.
14. The landlord will not pay the costs of dealing with mice or other vermin resulting from any failure to observe items 12 and 13 above.
15. To yield up the property and contents at the expiration of the tenancy in the same clean state or condition as they were in at the commencement of the tenancy. All contents are to be left in the same place as they were at the start of the tenancy. No rubbish or personal possessions are to be left at the property whatsoever
16. To pay for any cleaning services that may be required to reinstate the property at any time to the same order that it was provided at the commencement of the tenancy including (during the tenancy) the washing or cleaning of all linen, bedding, carpets and curtains which have been soiled during the tenancy
17. To permit the landlord or any other person authorized by him or his agent at reasonable times of the day on giving 24 hours notice (unless in case of an emergency) to enter the property for the purpose of viewing or inspecting its condition and state of repair or for the purpose of repair or repainting or showing the property to prospective tenants
18. Not to assign or sublet any part of the property or let any other persons live at the property save those authorised

to do so by the landlord

19. Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the property
20. All bedrooms are single bedrooms for one person only and supplied with one single beds which cannot be removed from the bedroom at any time whatsoever
21. Any accommodation vacated by any tenant in the property with the landlords consent cannot be occupied by any other tenant of the property except by the written consent of the landlord
22. Not to do or permit any person therein or any visitor to the property to be guilty of conduct that may cause damage or be a nuisance or annoyance to the landlord or to any other occupiers of the premises or the occupiers or owners of neighbouring premises or which may void any insurance of the property or cause the premiums to increase
23. No loud musical equipment including but not limited to radio, CD, record player, television or musical instrument of any kind to be played or used nor shall any singing be practiced in the property so as to cause annoyance to any owner lessee or occupier of any other dwelling or be heard outside the property between 11pm and 7:30am
24. The tenant hereby agrees with the landlord that the tenant will not let or permit or allow any guest to obstruct or block any part of the shared areas or the property at any time whatsoever
25. Not to keep any animals or birds or any other living creature on the property without the Landlord's written consent and such consent, if granted to be revocable at any time by the landlord
26. To keep the gardens (if any) including all driveways, pathways, lawns and hedges neat and tidy and properly tended at all times and not remove any plants
27. To keep the drains and gullies free from obstruction as often as necessary
28. To replace all broken glass in doors and windows damaged during the tenancy
29. Not to glue stick or otherwise fix anything whatsoever to the interior or exterior of the property without the written consent of the landlord
30. Not to alter or change or install any locks on any doors or windows in or about the property or have any additional keys made for any locks without the prior written consent of the landlord and not to give any other person a key to the property at any time
31. Not to use the property for illegal or immoral purpose including but not limited to the storage, possession or use of any illegal drugs
32. Not to have any social gatherings without the prior written consent of the landlord
33. Within seven days of receipt therefore to send to the landlord all correspondence addressed to him or the owner of the property and any notice order or proposal relating to the property (or any building of which the property forms part) given made or issued or by virtue of any statute, regulation, order, direction or bye-law by any competent authority
34. To pay and compensate the landlord fully for any reasonable cost, expense, loss or damage incurred or suffered by the landlord as a consequence of any breach of the agreement on the part of the tenant in this agreement and to indemnify the landlord from and against all actions, claims and liabilities in that respect
35. To ventilate the kitchen/bathroom when cooking or running hot water to avoid unnecessary condensation also to ventilate the bedroom regularly by opening the windows to avoid damp and condensation ie black mould. You must not dry washing inside the property except in a ventilated room
36. To take all reasonable precautions to prevent frost or similar damage to the property

37. In order to comply with gas safety regulations it is necessary that the ventilators provided for this purpose in the property should not be blocked also that brown or sticky build up on any gas appliance should be reported to the landlord immediately
38. To notify the landlord promptly of any disrepair, damage or defect in the property or of any event which may give rise to a claim under the insurance of the property
39. The tenant will give up possession of the property at the end of this agreement and will only be permitted to stay with the prior consent of the landlord in writing and on payment of any further rent that may become due.
40. To return the keys to the property to the landlord on the agreed termination date or at the end of the tenancy (whichever is sooner). The tenant also agrees to pay for any reasonable charges incurred by the landlord in securing the property against re-entry where keys are not returned (including but not limited to replacing the locks and keys)
41. Any callout deemed unnecessary by the landlord will incur a charge of £30.00.
42. Any cheque not honoured will incur a charge of £25.00 payable to the landlord. If the landlord or his agent have to send you a letter or Section 8 Housing Act Notice because you have broken any part of this agreement (including non payment of any rent) you will be liable to the landlord for a fixed fee of £50.00 for each and every instance plus any agency fees or additional legal costs.
43. If the rent or other sums of money as aforesaid are unpaid for seven days after becoming payable Interest will be added in respect of the period from the date when the rent or sums of money became due until the date of payment at the rate of 4 per cent per annum above Bank of Scotland base rate.
44. All letters sent to the tenant 1st class at the address on this agreement or home address if no longer resident are deemed to have been served.
45. If you do not respond to any notices and as a result we or our agents have to visit you at your home address (shown on this agreement) we will charge £100 plus any legal costs.
46. Take notice that, pursuant to section 48 of the landlord and tenant act 1987 the landlords address for service is 71, Burscough Street, ORMSKIRK, Lancashire, L39 2EL.
47. The tenant hereby agrees with the landlord that any legal or court proceeding with regards to this agreement will be held at the landlords' local court and cannot be transferred to any other court
48. The tenant irrevocably authorizes the local authority, benefit offices, post office, inland revenue, Edge Hill University and any relevant utility companies (including electricity, gas and phone) to discuss and to disclose to the landlord or his agents all financial and other information relating to the property or any housing benefit claim or grant or financial help. This shall extend to disclosure of the tenants whereabouts at any time, even if the tenant has left the property
49. The tenant irrevocably gives authorization for Edge Hill University to disclose any information regarding Rent or change of address or telephone number or information about the tenant which is in the landlords interest to know which may (or will) affect the landlord or any other tenant and also if it affects the tenants obligations to the landlord in this contract and also if the tenant has been in any trouble for any reason whatsoever at college or in the college grounds at any time or been excluded from the college or the college grounds at any time.
50. The tenant acknowledges that the landlord accepts no responsibility for the tenants personal possessions kept at the property and these shall at all times remain the sole and entire responsibility of the tenant.
51. The tenant will provide to the landlord a copy of the council tax status certificate provided by Edge Hill University within one week of signing this agreement.
52. It is agreed if the tenant or the tenants guarantor fraudulently signed this contract or guarantee or supplied references which were false or misleading, the tenant will forfeit this agreement and pay all the rent and any damages to the landlord until the landlord may re-let the property

PROVISO FOR RE- ENTRY

By obtaining a court order the landlord may re-enter the property and immediately thereupon the tenancy shall be absolutely determined without prejudice to the other rights and remedies of the landlord if the tenant has not complied with any obligation in this agreement or should the rent be in arrears of more than fourteen days whether formally demanded or not.

The landlord agrees with the tenant that;

Provided the tenant shall pay the rent and perform the agreements on his part already referred to the Landlord shall permit the tenant to have exclusive possession of the room and use of the furniture therein and shared occupation of the common parts with the other tenants without interruption by the landlord or his agents for the duration of the term.

The landlord agrees to comply with the provisions of section 11 of the Landlord and Tenant Act 1985, that is to say to keep the structure and exterior of the property in good repair and the installations in the property in good repair and proper working order including those for the supply of water, gas and electricity, for sanitation and for space heating or heating water. To ensure that all gas appliances are checked by a Corgi registered technician every year. To be responsible for making sure that any furniture provided keeps to the Furniture and Furnishings (Fire Safety) Regulations.

To pay all rates, taxes, assessments and outgoings relating to the property except for those referred to in item 4 or specifically herein

In this agreement unless the context otherwise requires the following expressions shall have the following meanings; The landlord includes the persons for the time being to the reversion expectant on determination of the tenancy. The tenant includes the successor in the title whenever there is more than one tenant all covenants and obligations can be enforced against all of the tenants jointly and against each individually

I the tenant confirm that I am a student at Edge Hill University and that I have not been in any trouble with any other landlord (including owing rent) or at Edge Hill University and have not been excluded for any reason from the college or the college grounds at any time and the tenant will supply to the landlord the present address and telephone number of his landlord now so that the landlord may take up references.

I the tenant understand that failure to take up occupation of the property or my vacation of the property for whatever reason does not release me from this Agreement.

I the tenant confirm that I have read and fully understand the terms of this Agreement and fully accept the conditions contained herein.

SIGNED BY TENANT

SIGN HERE:

DATE:

SIGNED BY THE LANDLORD (OR THE LANDLORD'S AGENT)

SIGN HERE:

DATE: