

**Date of Agreement: <<TYADDED>> (<<TYCODE>>)**

Particulars of Agreement:

Landlord: Rentinc

Of (Address): 6 Headingley Lane, Leeds, LS6 2AS

Which is the Landlord's address for service of notices (for the purposes of Section 48 of the Landlord and Tenant Act 1987)

Tenant: <<TYAGNAME>>

Property (address): <<PADD1>>, <<PADD2>>, <<PADD3>><<PPSTCD>>

Term of Tenancy: <<TYTERMMTH>> months

Commencement Date: <<TYSTART>>

End Date: <<TYVAC>>

At the Rate of: £ <<TYRENT>> per annum

Instalments of rent and rent payment dates:

£

Due on

Method of rent payment: **Direct Debit**

In addition, the Tenant shall pay the Council Tax, and all utility bills for the property (unless otherwise specified)

Deposit: £<<TYDEPFULL>>

Maximum number of occupants: (<<&Maximum number of applicants>>) persons

Name and address of Managing Agent (if any): Rentinc, 6 Headingley Lane, Leeds, LS6 2AS

**AGREEMENT for an Assured Shorthold tenancy**

**INTERPRETATION**

1. In this Agreement the following definitions shall apply:-

(1) references to the "Landlord" means the person who owns the Property and rents it to another, called the "Tenant" and includes their respective successors

(2) where the expression "the Tenant" comprises more than one person the obligations on such persons shall be joint and individual

(3) references to "the Agent" means Rentinc

(4) references to "the Property" include references to any part or parts of the Property

(4) references to "the Fixtures and Fittings" means the Landlord's fixtures, fittings, furniture and effects made available for the Tenant's use and they include references to any of them and to any replacement items

(5) references in this Agreement to "the Term" or "the tenancy" include any extension of it and any continuation of the Agreement as statutory periodic tenancy which may arise at the end of the period specified as the Term or upon its earlier determination

(6) references to "water charges" include references to sewerage and environmental service charges

(7) any obligation not to do any act or thing shall also be treated as an obligation not to permit or allow the doing of such an act or thing

(8) references to "the Property" means the premises let to the Tenant but if they form part of a building then such references shall also include the remainder of the Building and the Shared Accommodation (if any) unless the context otherwise requires. The Property let to the Tenant shall not include any garage, outbuildings, cellar or basement at the Property (unless the same has been converted for habitation) nor any loft or roof void. The Tenant shall not be entitled to any right to use or have access to such areas except for access to meters and switches.

(9) "Shared Accommodation" means accommodation (if any) which is made available for use by the Tenant together with others

(10) any reference to the Particulars is to the Particulars to this agreement which are to be regarded as being incorporated into this Agreement

(11) "Utilities" mean gas water electricity and broadband

(12) references to "the Deposit" means the sum paid as security for the Landlord

(13) references to "the ICE / Independent Case Examiner" means an Adjudicator at the Tenancy Deposit Scheme

(14) references to "the Member" means a member of the Tenancy Deposit Scheme

(15) references to "the Stakeholder" means Rentinc. This means that we cannot deal with the Deposit otherwise than as agreed with the Tenant, as decided by adjudication or a Court or as provided for under this Agreement, or under the rules of the TDS.

**LETTING OF THE PROPERTY**

2. The Landlord lets and the Tenant takes the Property from and including the Commencement Date for the Term.

**RENT**

3. The rent payable shall be calculated at the annual rate specified in the Particulars to be paid by the Tenant by payment in advance as provided for in the Particulars. All payments of rent shall be made by the method specified in the Particulars. The Landlord may charge an administration charge for any payment not made in accordance with the method specified in the particulars. If the Tenant elects to pay the rent up front, as a whole or in part payment of the total rent due, as specified in the particulars of this Agreement, the monies will be credited to the Tenant's rent account and will not be deemed as a Deposit and therefore not subject to the Deposit terms detailed in 9. (1) - (17) of this Agreement or alter any other terms of this Agreement.

**COUNCIL TAX**

4. The rent is exclusive of any Council Tax or any other taxes or charges affecting the Property which shall be payable by the Tenant in addition.

**MAXIMUM NUMBER OF OCCUPANTS**

5. The maximum permitted number of occupants of the Property shall be the number of persons specified in the Particulars.

**SHARED ACCOMMODATION**

6. The Tenant shall have the right to use the Shared Accommodation (if any) but in common with such other persons as may be designated by the Landlord.

**FIXTURES AND FITTINGS**

7. The tenancy shall include the Fixtures and Fittings together with the use of the same in the Shared Accommodation (if any).

## **ASSURED SHORTHOLD TENANCY**

8. This Agreement is intended to create an assured shorthold tenancy as defined in Section 19A of the Housing Act 1988 (as amended by the Housing Act 1996).

## **THE DEPOSIT**

9.(1) On the signing of this Agreement the Tenant shall pay the Deposit to the Landlord/Agent. If the Deposit is paid by another person, on behalf of the Tenant, the Tenant shall provide the Landlord/Agent with the name, address and contact details of the person who has paid the Deposit. The Deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

(2) Any Interest earned will belong to the Agent

(3) the Deposit shall be security for the Landlord and has been taken for the following purposes:

(i) any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord

(ii) any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy

(iii) the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the premises, its fixtures and fittings

(iv) any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property/premises for which the tenant is liable. The Landlord shall be entitled to discharge such accounts on behalf of the Tenant

(v) any expenses incurred as a result of the Tenant failing to return any of the keys to the Landlord

(vi) any sums repayable by the Landlord to the local authority where housing benefits have been paid direct to the Landlord

(vii) compensation for the breach of any of the provisions of this Agreement

(3) the Landlord reserves the right to retain the Deposit until the Landlord is satisfied that the local authority will not claim from the Landlord the repayment of any housing benefit in a case where housing benefit has been paid direct to the Landlord.

(4) the Deposit shall be returned to the Tenant following expiry or termination of the Tenancy (and the return of the keys) subject to any deduction that the Landlord is entitled to make from it, and proof provided that all charges for utilities have been paid by the Tenant.

(5) the Tenant shall not be entitled to withhold payment of any rent by reason of the Landlord holding the Deposit

(6) the Landlord will not pay interest on the Deposit

(7) the Tenant shall be responsible for providing proper certificates as to payment or exemption from Council Tax as required by the Landlord

(8) all charges for gas, water, electricity and other services shall be paid in full and proof of payment from the supplier shall be provided to the Landlord. The Tenant will provide the Landlord/Agent with a forwarding address prior to vacating the property and consents to the disclosure of this forwarding address by the Landlord/Agent to any utility service or water company.

(9) prior to vacating the property readings must be taken by the Tenant and notified in writing to the Landlord

(10) all keys must be returned to the Landlord/Agent's office by the agreed time or charges will apply

(11) the Tenant shall leave a stamped self-addressed envelope with the Landlord at the end of the tenancy specifying the address to which any repayment in respect of the Deposit shall be sent

(12) the Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd. PO Box 541, Amersham, Bucks, HP6 6ZR. Phone: 0845 226 7837 Email: deposits@tds.gb.com Fax: 01494 431123

(13) as soon as is practicable at the end of the tenancy the Agent / Member should inform the tenant whether any deductions are proposed.

(14) if there is no dispute the Member / Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of this Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

(15) the Tenant should try to inform the Member / Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days\* after the termination or earlier ending of the Tenancy and the Tenant vacating the property.

The period may not be reduced to less than 14 days. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

(16) if, after 10 working days following notification of a dispute to the Agent / Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 17 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

(17) the statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by sub clauses (12) (13),(14), (15) and 16) above.

\* 10 days from receipt of written proof that all the utility bills & council tax bills have been settled.

## **TENANT'S AGREEMENTS**

10. The Tenant agrees with the Landlord as follows:-

(1) to pay the rent stipulated in this Agreement

(2) to take reasonable care of the Property and the Fixtures and Fittings

(3) to keep the interior of the Property in good repair and decorative condition

(4) to keep the Fixtures and Fittings in good repair and condition

(5) to make good or pay the cost of all damage to the Property caused by the Tenant or any person residing in or visiting the Property including the replacement of all broken glass to doors and windows where it is due to the fault or negligence of the Tenant or any such person

(6) to make good or pay for the repair or replacement of any of the Fixtures and Fittings or any of the Landlord's property which shall be broken, lost, stolen, damaged or destroyed during the Term (fair wear and tear excepted)

(7) to permit the Landlord and others authorised by the Landlord at all reasonable times on not less than 24 hours notice (save where this is impracticable or in case of emergency) to enter upon the Property and to examine the condition and use of the same as well as the Fixtures and Fittings or to carry out repairs to or improvements to or decorate the Property or any adjoining premises or to carry out any obligation placed upon the Landlord by law

(8) not to do anything as a result of which the policy of insurance on the Property or on the Fixtures and Fittings may be increased or voided or the rate of premium on any such policy may be increased

(9) (a) not to assign, sub-let or part with or share the possession of the Property

(b) not without the prior consent of the Landlord to permit any person to reside in the Property other than a person named in the Agreement as the Tenant

(c) not to assign the tenancy of the Property without the Landlord's prior written consent

(10) to permit the Property to be viewed at all reasonable times by the person who is or is acting on behalf of a prospective purchaser or tenant of the Property authorised by the Landlord or the Landlord's agents

(11) not to use the Property for any illegal or immoral purpose nor to keep or bring upon the Property any articles of a specifically combustible or inflammable or dangerous nature including any article which does not comply with the relevant safety regulations for furnishings.

(12) not to permit to be done on or in connection with the Property anything which shall be or tend to be a nuisance, annoyance or cause damage to the Landlord or to any neighbouring or adjoining or adjacent property or the owners or occupiers thereof

(13) in respect of utilities consumed at the Property where the Landlord agrees to pay the bills for the same (without assumption of liability or responsibility by way of ownership of the account) on behalf of the Tenant, the Tenant is required to consume the same in a reasonable and efficient manner under the Terms below stated.

#### Gas & Electricity

The maximum usage allowed per annum is shown below. If your contract duration is less than a year, these figures will apply on a pro-rata basis. If you exceed these limits, we reserve the right to apply a supplemental charge to cover the difference.

No. Of Occupants	Max Annual Gas Usage Per Premises (kWh)	Max Annual Electricity Usage Per Premises (kWh)	No. Of Occupants	Max Annual Gas Usage Per Premises (kWh)	Max Annual Electricity Usage Per Premises (kWh)
1	12,000	3,000	6	30,000	7,000
2	15,000	3,500	7	35,000	8,000
3	18,000	4,500	8	40,000	9,000
4	20,000	5,000	9	45,000	10,000
5	25,000	6,000			

#### Water

If the Property is let at an all inclusive rent the Tenant must not elect to change the water billing to a meter. Should this happen the Tenant will be responsible for any excess that is incurred over the standard charges

The Landlord expects the Tenant to use the water supply in a reasonable and efficient manner

#### Broadband

Where broadband is included in the rental agreement it has been provided by a third party and the Landlord cannot be held responsible for any loss of service.

#### TV Licence

The Tenant will purchase a TV Licence whether the television is supplied by the Landlord or purchased/rented by the Tenant

#### Insurance

Insure the property and the shared items and provide contents insurance for the student's belongings in the apartment subject to the terms and conditions of the Insurance Certificate and the terms of this Agreement. The Tenant will be responsible for any excess charge payable under the terms and conditions of the Insurance Certificate

- (14) smoking is not permitted in the Property
- (15) not to keep animals or birds or other pets in the Property
- (16) to use the Property for private residential purposes only
- (17) not to fit any lock in the Property and in particular not to fit any lock to any of the bedroom doors or change any lock in the Property or have additional keys made for any locks without prior consent
- (18) to share the Shared Accommodation (if any) peaceably and amicably with all others authorised by the Landlord to use the same
- (19) not to keep or use any paraffin heater liquid petroleum gas heater or portable gas heater in the Property
- (20) not to remove any of the Fixtures and Fittings from the Property or store the same in the cellar of the Property (if any) and upon vacating the Property, to leave the Fixtures and Fittings in the same place in which they were at the Commencement Date
- (21) not to permit any person under the age of 16 to sleep in the Property
- (22) not to make any alterations in or additions to the Property or damage any part of the Property both internally and externally
- (23) not without the prior written consent of the Landlord to decorate the Property such consent not to be unreasonably withheld
- (24) before leaving the Property vacant at any time other than for a short period to drain down all the water supplies in the Property and to ensure that the stop cock is turned off or that precautions are taken to prevent freezing
- (25) not without the Landlord's prior consent to tamper or interfere with or make any alterations or additions to the electrical, gas, plumbing, heating, fire alarm or detection or security systems, meters or installations in the Property
- (26) to keep the Property, including the windows in a clean and tidy condition at all times and in the case of the Shared Accommodation (if any) to ensure that there is a cleaning rota which is properly adhered to for the cleaning of the Shared Accommodation. If the Property is not kept in a clean, reasonable condition during the course of the tenancy and this has an adverse effect on re-letting the Property, the Landlord reserves the right to charge the Tenant for any reasonable losses incurred, including the cost of returning the Property to an acceptable condition.
- (27)(a) to remove all rubbish from the Property and to place the same within the dustbin or receptacles provided and in the case of dustbins to ensure that all rubbish is placed and kept inside plastic bin liners inside such dustbins
- (b) to comply with the local authority's requirements as to the storage and disposal of refuse including recycling arrangements
- (28) if there are any vermin in the Property or if any repairs are required to the Property or the Fixtures and Fittings (which are the Landlord's responsibility) to notify the Landlord immediately and in writing and in the case of vermin to take such steps as may be reasonably necessary or as the Landlord may require to eradicate them not involving structural work to the Property
- (29) in cold weather to protect the Property from frost by providing adequate heating for the Property
- (30) not to dispose of fat, rice or any other deleterious material into the drain, sinks or waste serving the Property
- (31) to clear or pay for the cost of clearing all blockages and stoppages to any drain, sink, bath, shower, WC or other waste or any plumbed appliance serving the Property resulting from any misuse by the Tenant
- (32) to keep the garden (if any) tidy and cultivated. This shall not oblige the Tenant to improve the garden
- (33) to ensure that the Property is kept properly ventilated
- (34) not to place or leave anything which may obstruct any of the common areas (if any) in the Property
- (35) where the Property is part only of a building not to occupy any part of that building which the Tenant is not permitted to occupy or use and not to obstruct or interfere with access by the Landlord or anyone authorised by the Landlord to any part of the building which is not let to the Tenant
- (36) to pay the reasonable administration charges and all legal costs or other costs and expenses incurred by the Landlord in connection with the recovery of any arrears of rent or other monies payable under this Agreement or the enforcement of any breach by the Tenant of the terms of this Agreement
- (37) to pay or indemnify the Landlord against all taxes and charges affecting the Property including water charges or council tax
- (38) if the Property is broken into, not to arrange for the same to be boarded up or repaired without the express prior agreement of the Landlord obtained at the time. If the break-in is out of office hours, to obtain the emergency contact number from the office answer phone and contact the appointed contractor together with the Police and obtain a crime reference number immediately.
- (39) to leave the Property secure and to activate all security systems and alarms at all times when the Property is not occupied
- (40) to use any fitted security gates or grills only for the purpose in which they were intended. The Landlord will not be held responsible for any injury sustained resulting from their misuse.
- (41) not to do anything which may create a fire or safety hazard at the Property

- (42) (i) to pay the Landlord's non-refundable administration charges and HMO fee (if any) for the completion of this Agreement and any renewal, amendment or assignment. Where the tenancy is assigned the administration charges will be charged at a minimum of £120 per person plus any viewing and additional expenses incurred
- (ii) If the Landlord and/or Agent are left with no alternative but to re-advertise and/or re-let the Property (or part thereof) by means of its own advertising and/or viewings, then an administration fee equivalent to a minimum of one month's rent & VAT will apply
- (43) to pay interest on any rent or other sums payable under this Agreement which remains unpaid for 7 days after the same becomes payable at the rate of 3% per annum above National Westminster Bank plc base rate, subject to a minimum rate of 5% from time to time from the date when the same becomes payable until payment (such interest to be paid both before and after judgement)
- (44) to comply with all requirements imposed by law in relation to the Property (except for any which the Landlord is obliged by law to observe)
- (45) to ensure that any furniture or furnishings brought into the Property by the Tenant comply with the Furniture and Furnishings (Fire) (Safety) Regulations from time to time in force. The Tenant is responsible for the removal at the end of the tenancy, if not removed, the Tenant will be charged.
- (46) the Tenant shall carry out any test (including a daily visual inspection) required to the fire detection and burglar alarm systems if any
- (47) to replace the batteries in any non hard wired fire detectors where necessary and to ensure that all consumables such as light bulbs, tube lights, fuses etc are fitted correctly and replaced immediately to ensure that they are working at all times
- (48) to return the Property at the end of the tenancy in a clean state and in good condition and to return the keys to the Landlord's Agent before 12.00 noon on the last day of the tenancy. The Property must be vacated no later than 12 noon on the last day of the tenancy
- (49) to keep the rooms, common areas, windows, furniture and effects clean or to pay to have the Property cleaned if necessary. If 48 hours pass after receiving a written warning that the Landlord acting reasonably is not satisfied with the cleanliness of the Property the Landlord may employ professional cleaners to clean the Property to the required standard and the Tenant will pay the costs for this cleaning.
- (50) (i) to air the Property as required to prevent condensation occurring. The Tenant shall pay for disrepair or damage caused by condensation if such disrepair or damage can reasonably be attributed to misuse or default by the Tenant
- (ii) not to use radiators for drying clothes. Charges may be applied if damage occurs
- (51) to permit the Landlord to exhibit a "To Let" or a "For Sale" board on the Property
- (52) at the Commencement Date the Tenant shall record any defects or omissions in the furniture, fittings and decorations sign the same and then submit the same to the Landlord's agent within 7 days of the Commencement Date.
- (53) if an emergency telephone number is provided to the Tenant not to use the same unless in a genuine emergency.
- (54) to leave vehicles only in a place designated or permitted by the Landlord. To obtain a permit from the Landlord for certain car parking areas
- (55) the Tenant agrees to pay any VAT applicable.
- (56) to vacate the Property and leave the Fixtures and Fittings at the determination of the Term in a clean state and condition and in good condition and in accordance with the Tenant's agreements contained in this Agreement and to deliver all keys to the Property to the Landlord.
- (57) at the end of the tenancy created by this Agreement to give the Landlord vacant possession.

#### **OTHER AGREEMENTS**

11. It is agreed as follows:-

- (1) it is a condition precedent to the Tenant being permitted to take up occupation of the Property that all of the following requirements are first fully complied with within 14 working days of the signing of this Agreement. Any exemption, extension or waiver of this period or any of these requirements, will be at the Agent's discretion:-
- (i) provision of all the information sheets required fully and properly completed
- (ii) provision of all guarantees/surety required duly completed executed and witnessed
- (iii) satisfactory proof of identity of the Tenant and all guarantors
- (iv) satisfactory references in respect of which the Landlord or the Landlord's Agent shall be the sole judge
- (v) payment in full of the non-refundable administration charge
- (vi) a completed direct debit mandate set in place and all monies due are paid in full (including any administration charge payable and payment of the Deposit)
- (2) the Landlord's Agent may act on behalf of the Landlord and where appropriate any reference to the Landlord includes a reference to the Landlord's Agent, including references to the Form of Surety.
- (3) if at any time the rent payable under this Agreement or any part of it shall remain unpaid for fourteen days after becoming payable (whether formally or legally demanded or not) or if any agreement on the Tenant's part shall not be performed or observed then and in any of those events the Landlord may at any time thereafter re-enter upon the Property and thereupon the tenancy shall be determined but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's agreements contained in this Agreement. It is not lawful to exercise this right to re-enter except by Court proceedings while any person is residing in the Property
- (4) this Agreement shall take effect subject to the provisions of Section 11 to 16 of the Landlord and Tenant Act 1985 relating to the Landlord's repairing obligations in respect of the structure and exterior and certain installations
- (5) the Landlord reserves the right to make a reasonable charge to the Tenant (of not less than £25 on each occasion) if the Landlord has to call to the Property because the Tenant has lost any keys to the Property or is otherwise locked out
- (6) the Landlord may make a reasonable charge (with a minimum of £25) on each occasion that a Direct Debit is returned or not paid by the Tenant's Bank for any reason.
- (7) the Landlord may make a reasonable charge for each letter written to the Tenant specifying any breach of the terms of the Agreement or non-payment of rent or for any resulting visit
- (8) an arrears administration charge of a minimum of £25.00 shall be charged on the first day that any rent or charges are due, whether formally demanded or not. A further arrears administration charge of a minimum of £20.00 shall be charged to the Tenant's account after a further 7 days whether formally demanded or not. A debt collection charge of a minimum of £31.75 shall be charged to the Tenant's account after a further 7 days for debt collection visits whether formally demanded or not. Should it become necessary to submit a claim to the County Court, additional charges to cover all preparation and recovery costs and Court fees will be added to the claim.
- (9) if there is any change for any reason in the way in which the rent is paid from that agreed and specified the Landlord reserves the right to make a reasonable charge for additional administration. The Landlord reserves the right to charge 3% on all credit card payments
- (10) where the Landlord or Agent requires a direct debit mandate to be set up the tenant shall duly oblige. The Tenant agrees that they may administer their direct debit mandate on line and that checking the relevant box or boxes on line shall constitute their acceptance of the terms of that mandate. It is the Tenants sole responsibility to ensure that rental payments are being made as specified in the Agreement.
- (11) to notify each utility company of the change of the tenancy at the Commencement Date and the end of the Term and to arrange for the meters to be read
- (12) without prejudice to any statutory right of the Tenant the Landlord may make a reasonable charge for administration if requested to supply any information
- (13)(i) the Property shall be deemed to be in good and clean condition at the Commencement Date unless the Landlord is notified in writing within 7 days of the date of Commencement Date with full details. In any event the Landlord is only responsible for ensuring that the Property is habitable at the commencement of the tenancy and not that it is clean.
- (ii) if the Tenant considers the Property is not habitable at the Commencement Date the Tenant must notify the Landlord in writing without delay. Where in consequence the Landlord decides to provide temporary alternative accommodation the Tenant should remain liable to pay the full rent under this Tenancy Agreement.

(14) if the Landlord requires proof of payment of any rent or other monies this shall be provided by the Tenant at no cost to the Landlord. A reasonable administration charge shall be payable by the Tenant for any enquiries made by the Landlord

(15) Tenants should be aware that they must act in a Tenant like manner and must conduct basic management around the Property themselves. If reports of any disrepair or defect of the Property are exaggerated or any incorrect or misleading information is provided and as a result additional costs are incurred in conducting any callout or repair (including costs for administration, overtime or out of hours work) then such additional costs shall be the responsibility of and be paid for by the Tenant.

(16) where a vacuum cleaner is provided by the Landlord the Tenant shall maintain the same including emptying and replacing bags, belts or conduits, and keeping rotating or moving parts clean and free from extraneous materials.

(17) unless expressly agreed the Landlord will not be liable to make any material improvements to the Property subsequent to the signing of the Agreement. The keys to the Property will not normally be available any earlier than 2 p.m. on the Commencement Date. It is the responsibility of the Tenant to establish with the existing tenant if any furniture, equipment or effects are the property of the existing tenant in the Property at the time of the viewing as these may be removed by the existing tenant at the end of the tenancy. The Landlord has no responsibility to replace any furniture, equipment or effects that may have been removed lawfully by any existing or former tenant

(18) any property or belongings of the Tenant which have been left at the Property following vacation of the Property shall be deemed to become the property of the Landlord who may dispose of or deal with such property or belongings as the Landlord sees fit. The Landlord shall incur no liability in respect of any such item to the Tenant. The Tenant will reimburse any storage or removal costs involved. These may include trade refuse charges

(19) the provisions of Section 196 of the Law of Property Act (as amended by the Recorded Delivery Service Act of 1962) (which relates to the service of documents) shall apply to any notice authorised or required to be served under this Agreement or under any statutory enactment. Additionally service of notices may be by email to the email address of either the Agent on behalf of the Landlord or the Tenant

(20) unless otherwise specified in the Agreement, any instalments of rent shall be paid in accordance with the Direct Debit mandate. All instalments of rent shall be payable in advance

(21) where the Tenancy comprises more than one person the acceptance by the Landlord of all or part of the rent from any of the persons named as Tenant individually shall not constitute a waiver by the Landlord of the joint and several liability of the Tenant under this Agreement to pay the rent and shall not operate so as to create individual tenancies in favour of any of the persons so named. The Landlord reserves the right at any time to require the rent to be paid as a single sum at the time provided for in this Agreement

(22) the return of the keys to the Property to the Landlord before the end of the period of the tenancy shall not amount to a surrender of the tenancy unless the Landlord agrees with the Tenant in writing at the time that the tenancy has been surrendered

(23) (i) the Landlord shall have the right to increase the rent by notice in writing to the Tenant with effect from seven days before the expiry of the fixed term specified in the Particulars to the open market rent for the Property at the time

(ii) such determination shall be made as if the provisions of Section 14 (1) to (3) of the Housing Act 1988 (as amended by the Housing Act 1996) applied

(iii) in the event of any dispute as to such increase the same shall be referred to an independent Surveyor appointed on the request of either party by the Chairman of Leeds Property Association and the Surveyors decision shall be final and binding

(24) where any rent, fees or any other monies are paid in respect of the Property by any person who is not named as the Tenant that person shall be treated as paying the rent, fees or other monies as agent for the Tenant

(25) the Landlord shall not be liable for any interruption in or failure to provide any facility or service which the Landlord undertakes to provide which is caused by circumstances beyond the reasonable control of the Landlord

(26) where the Landlord subscribes to any code of practice the terms of that code shall not form part of any contract with the Tenant

(27) by signing this contract the Tenant agrees to give consent to the Agent to allow information to be stored on him/her regarding his credit rating and for that information to be stored on a secure site which can only be accessed by the Agent. The Tenant can obtain a copy of this information by contacting the Data Controller.

(28) the Landlord grants the tenancy of the Property to the named Tenant(s) upon the understanding that the Tenant(s) hold insurance to protect the Landlord's fixtures, fittings and contents at the property as described in the Inventory for damage caused by the Tenant. The Tenant(s) may arrange Contents Insurance through the Landlord's agents or an alternative insurer but must provide the Landlord or his agent with a copy of his Contents Insurance Certificate prior to the commencement of the tenancy. The Tenant(s) to assess the amount of cover required for their own belongings. The Landlord does not accept responsibility for any damage caused to Tenant(s) possessions for whatever reason. Any claim for such damages should be passed to the Tenant(s) respective insurers. Where the property is let at an all inclusive rent the landlord agrees to Insure the property and the shared items and provide contents insurance for the student's belongings in the apartment subject to the terms and conditions of the Insurance Certificate and the terms of this Agreement. The Tenant will be responsible for any excess charge payable under the terms and conditions of the Insurance Certificate

(29) where communal and accommodation heating is provided this will not be made available throughout the whole year and may not be available at night or during the whole of the day. To ensure efficient use of energy the landlord will fit electronic controller devices into all inclusive accommodation. These devices control temperature, timing and have a seasonal function. These devices are the property of the landlord and must not be tampered with. The Tenant shall pay for any costs incurred if there is any usage or damage resulting from interference or misuse of these devices. It is the Tenant's responsibility to provide any supplemental heat which may be required.

(30) should the Tenant fail to meet their stipulated rental obligations as per the contract, then the Agent shall at their discretion require the balance of all rent due for the entire Tenancy period to be payable within 7 days of demand.

(31) a binding contract shall be constituted even though this Agreement is signed in different parts or some or all of the parties sign this Agreement electronically.

(32) The Tenant acknowledges that he/she has been advised of a Green Deal and that, as the person who is, or may become, the person who is liable to pay the electric at the property, the Tenant will be liable to make payments under a green deal plan and will be bound by the terms of that plan that are stated to bind the electricity bill payer.

(33) This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **CONSENT TO DISCLOSE INFORMATION**

The Tenant consents to the disclosure of information by the landlord to any prospective landlord, credit rating agency, tenants reference agency, utility service, local authority, or educational institution which relates to the Tenancy or the Property.

**No additional agreements have been made unless items or schedules of work are listed below.**

Details of agreed works or amendments to be noted here including specifications and timescales. This will only be valid if it is countersigned by a manager.

**Signed by the Tenant(s)**

**Signed by the Landlord**

## MAIN TERMS OF THE TENANCY AGREEMENT

1. The tenancy is a fixed term tenancy. This means you cannot end the tenancy early.
2. If there is more than one person who is the Tenant each person is jointly and individually liable to pay the rent and comply with the other terms of the tenancy. Each is therefore individually responsible for paying the full rent.
3. The Tenants are responsible for payment of Council Tax, water charges, gas, electricity and for the telephone, unless otherwise specified.
4. The property must be kept clean and tidy. The cellar/ basement must be left clear of rubbish. All rubbish must be put in dustbin liners in the dustbin.
5. No portable gas heaters or paraffin heaters may be used at the Property.
6. Not to cause nuisance or annoyance to neighbours etc.
7. No pets may be kept at the Property.
8. Any repairs to be done by the Landlord must be reported in writing.
9. If any cheque or direct debit for the rent is unpaid for any reason a charge will be made. It is the Tenant's responsibility to ensure that all rent commitments are being made as specified in the Agreement. If rents are not being paid as agreed, the Landlord reserves the right to make a reasonable charge.
10. If there is a break-in you must not arrange temporary boarding up without the Landlord's express permission at the time. Otherwise the Landlord will not accept responsibility for the cost.
11. All furniture and furnishings brought into the Property by the Tenant must comply with fire safety regulations.
12. At the end of the fixed term if the Landlord allows the Tenant to stay in the property then by law a statutory periodic tenancy comes into effect. This is on the same terms and at the same rent as the tenancy which has run out.  
The period of this periodic tenancy depends on the frequency of rent payments. This new tenancy will still be an assured shorthold tenancy. When the Tenant wants to end this new tenancy, notice must be given to end this tenancy. The length of the notice depends on the length of the period of the tenancy but will always be a minimum of 4 weeks. It may be longer. This does not mean that the Tenant can end the initial fixed term early. The Landlord may also give notice to end the Tenancy.
13. The Property shall be deemed to be in a good and clean condition at the Commencement Date unless the Landlord is notified in writing within 7 days of the date of Commencement Date with full details. In any event the Landlord is only responsible for ensuring that the Property is habitable at the commencement of the tenancy and not that it is clean.

**IMPORTANT NOTE:** THIS SUMMARY ONLY SETS OUT CERTAIN OF THE TERMS OF THE TENANCY. YOU ARE BOUND BY ALL OF THE TERMS OF THE TENANCY AGREEMENT. YOU SHOULD ALSO THEREFORE READ THE WHOLE OF THE AGREEMENT CAREFULLY.

ANY TERM OF THIS CONTRACT WHICH SHALL BE DEEMED NULL AND VOID, SHOULD NOT VOID ANY OTHER TERM THUS THE REST OF THE CONTRACT SHOULD BE ENFORCEABLE IN LAW.

ANY CHARGES IN THIS CONTRACT CAN BE LIABLE TO VAT.

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### **Code of Practice for Residential Letting Agents**

The Agent is a member of The Property Ombudsman: [www.tpos.co.uk](http://www.tpos.co.uk). A copy of the Code of Practice is available on request.

**Section A: Tenancy Deposit Protection Prescribed Information for Assured Shorthold Tenancies**

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

**A1 Address of the property to which the tenancy relates:**

<<PADD1>>, <<PADD2>>, <<PADD3>> <<PPSTCD>>

**Details of the deposit holder(s)**

***Rentinc on behalf of:***

**A2 Landlord's name(s):** <<LNAME>>

**A3 Actual address:** 6 Headingley Lane, Leeds, LS6 2AS

**A4 E mail address:** info@rentinc.co.uk

**A5 Telephone number:** 0113 2200040

**A6 Fax number:** 0113 2200050

**Details of tenant(s)**

**A7 Name(s):** <<TYAGNAME>>

**Current address(es):**

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**A8 Address(es) for contact after the tenancy ends** *(if known)*

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**A9 E mail address(es)** *(if applicable)*

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**A10 Mobile number(s)** *(if applicable)*

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**A11 Fax number(s)** *(if applicable)*

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**Please provide the details requested in A 7-11 for each tenant and for other relevant persons** (i.e. agent, guarantor paying the Deposit etc)  
**The deposit**

**A12** The deposit value is £<<TYDEPFULL>>

**A13** The holder of the Deposit will register the Deposit with, and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.



**A14** A leaflet entitled *What is the Tenancy Deposit Scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Rentinc. Please see [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk) for further information provided by the scheme.

**At the end of the tenancy**

**A15** The deposit will be released following the procedures set out in clauses 'The Deposit' clause numbers 9.(1)-(17) of the Tenancy Agreement attached.

**A16** Deductions may be made from the Deposit according to 'The Deposit' clause numbers 9.(1) -(17) of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

**A17** The parties forming the Tenant, declare that the Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Lead Tenant will be binding on all the parties forming the Tenant in this tenancy agreement, subject to the terms of the appropriate tenancy deposit scheme.

**A18** The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the Tenancy Deposit Scheme?*, which is attached to this document. More detailed information is available on: [www.tds.gb.com](http://www.tds.gb.com)

**A19** If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to the Dispute Service Limited for the free alternative dispute resolution service or seek a county court order for a judgement on their claim. More information can be found in the attached scheme leaflet.

**A20** The Dispute Service Limited offer free dispute resolution for deposits covered by them. Applications should be made to The Dispute Service Limited

**A21** TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:

(1) Make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available. (2) Determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do. (3) Allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

**A22** A formal record of these activities should be made, supported by appropriate documentation.

**A23** If either party is not contactable at the end of the tenancy then the other should contact the scheme provider for advice. More information can be found in the information provided by the scheme supplied with this agreement.

**A24** Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

**A25** Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate. The Landlord confirms that the information provided to the Agent (*delete if landlord*) and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

**Signed by the Tenant(s)**

**Signed by the Landlord/Agent**

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN, phone: 0845 226 7837, web: [www.tds.gb.com](http://www.tds.gb.com), email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com), fax: 01442 253193.

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.