

DATED (By Landlord)

2016

THE LANDLORD

- and -

THE TENANTS

ASSURED PERIODIC TENANCY AGREEMENT

relating to

[PROPERTY]

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THIS AGREEMENT is dated (by Landlord)

2016

SUMMARY TABLE OF KEY AGREED TERMS

LANDLORD(S) <i>INSERT NAME(S) ("LANDLORD")</i>	STUDENTS4HOUSES LTD
LANDLORD ADDRESS <i>INSERT ADDRESS IN ENGLAND AND WALES FOR SERVICE OF DOCUMENTS BY TENANT TO LANDLORD</i>	as advised Email: admin@students4houses.co.uk
TENANT NAME(S) AND ADDRESS(S) <i>INSERT NAMES AND ADDRESSES AND EMAIL ADDRESSES OF ALL TENANTS ("TENANT")</i>	TENANT 1 OF TENANT 1 ADDRESS, tenant 1 email address. TENANT 2 OF TENANT 2 ADDRESS, tenant 2 email address. TENANT 3 OF TENANT 3 ADDRESS, tenant 3 email address. TENANT 4 OF TENANT 4 ADDRESS, tenant 4 email address. TENANT 5 OF TENANT 5 ADDRESS, tenant 5 email address.
PROPERTY <i>INSERT ADDRESS</i>	[PROPERTY]
TENANCY START DATE <i>DATE WHEN TENANT FIRST ENTITLED TO MOVE IN</i>	1 ST JULY 2027
TENANT NOTICE PERIOD <i>MINIMUM NOTICE PERIOD TENANT MUST PROVIDE WHEN GIVING A NOTICE TO QUIT THE PROPERTY, E.G. TWO MONTHS' NOTICE TO EXPIRE AT THE END OF A RENT PERIOD</i>	2 MONTHS
TENANCY DEPOSIT	£SEE WEBSITE

<i>THE AMOUNT OF ANY TENANCY DEPOSIT EQUIVALENT TO ONE MONTHS' RENT</i>	
RENT <i>THE RENT PAYABLE UNDER THE TENANCY PER HOUSE</i>	£ SEE WEBSITE PER MONTH
RENT PERIOD <i>FREQUENCY OF RENT PAYMENT, E.G. CALENDAR MONTH, WEEKLY</i>	1 CALENDAR MONTH
RENT DUE DATE <i>WHEN THE RENT IS DUE, E.G. 1ST OF THE MONTH</i>	1ST OF EACH MONTH
FIRST RENT PAYMENT DUE <i>WHEN THE FIRST RENT PAYMENT DUE, E.G. 1ST OF THE MONTH</i>	SEE WEBSITE
ARE BILLS INCLUDED IN THE RENT? YES OR NO.	YES, SEE "LIST OF BILLS INCLUDED IN RENT"
LIST OF BILLS INCLUDED IN RENT <i>E.G. COUNCIL TAX, GAS, ELECTRICITY, BROADBAND, TELEPHONE, WATER, SEWERAGE, TV LICENCE ETC</i>	SEE WEBSITE
CAN GROUND 4A BE USED TO TERMINATE THE TENANCY?	YES, NOTICE IS HEREBY GIVEN THAT THE LANDLORD MAY USE GROUND 4A OF SCHEDULE 2 TO THE HOUSING ACT 1988 TO TERMINATE THE TENANCY

This document constitutes the Written Statement of Terms in compliance with Section 16D of the Housing Act 1988 as inserted by Section 12 of the Renters' Rights Act 2025.

You each represent and warrant to us that you meet the “student test” for the purposes of Ground 4A of Schedule 2 of the Housing Act 1988. This means you either are currently a full-time student or will become a full-time student in the forthcoming academic year commencing on or around the commencement date of this Agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreement: means this Agreement once signed by both parties

Contents: the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

Deposit: £ see website.

First Rent Payment Date: see website.

HA 1988: Housing Act 1988 (as amended by the RRA 2025).

HA 2004: Housing Act 2004.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: the list of Contents and description of the condition of the Property supplied on the tenancy start date and signed by the parties.

Lawful Occupiers: those persons listed above and defined as Tenants

LTA 1985: Landlord and Tenant Act 1985.

Property: [PROPERTY]

Rent: £ see website per month.

Rent Payment Dates: the first day of each month.

Rent Period: 1 calendar month.

RRA 2025: Renters’ Rights Act 2025.

Scheme Administrator: administrator of either a custodial or insurance TDS.

TDS: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Tenancy: the tenancy created under this Agreement known as the Assured Periodic Tenancy Agreement between the Landlord and the Tenants

Tenants: means the Tenants named in this Agreement.

Tenancy Start Date: means [see website](#)

Tenant Notice Period: 2 months.

Term: a periodic tenancy from and including the Tenancy Start Date and continuing from month to month until terminated in accordance with this agreement.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an agreement is a reference to this Agreement.
- 1.9 A reference to **writing** or **written** includes electronic communication.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to clauses are to the clauses of this Agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.15 The obligations of the Tenant arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. GRANT OF THE TENANCY

- 2.1 The Landlord lets the Property to the Tenant for the Term.
- 2.2 The Tenant is first entitled to take possession of the Property on the start date of the tenancy as per this agreement.
- 2.3 The Tenant shall attend (or appoint a competent person to represent him) at the Property on the day the tenancy begins for the purposes of checking through the Inventory and Schedule of Condition and signing it as being an accurate record of the state and condition of the interior of the Property and its contents and also at the termination of the Tenancy for the purpose of checking through the Inventory and Schedule of Condition and agreeing any dilapidations that may have accrued.

3. CONTENTS AND KEYS

- 3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.
- 3.2 The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDS in which the Deposit is held.
- 3.3 The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the reasonable costs properly incurred as a result.

4. RENT

- 4.1 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date to the following account:

Bank Name: **as advised**

Bank Account Name: **as advised**

Account Number: **as advised**

Sort Code: **as advised**

Payments from overseas bank accounts will require the following information:

BIC: **as advised**

IBAN: **as advised**

Tenants will have to pay any charges associated with all international bank transfers.

- 4.2 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates by Bankers Standing Order to the account nominated by the Landlord or by any other method that the Landlord requires at any time by giving notice to the Tenant.
- 4.3 The Tenant shall pay interest at the rate of 4% per annum above Lloyds Bank Plc's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.
- 4.4 The liability for rent to be paid in respect of the Property will be joint and several. This means that all tenants named in this Agreement are liable for the rent and if one tenant does not pay their rent, the Landlord will be entitled to seek payment of that rent from any or all of the other tenants and/or the guarantor of the individual defaulting tenant as the Landlord sees fit.
- 4.5 If the Landlord proposes an increase in the Rent, the Landlord must serve a notice in accordance with section 13 of the HA 1988.
- 4.6 The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.7 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

5. DEPOSIT

- 5.1 The Landlord acknowledges receipt of the Deposit from the Tenant.
- 5.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
 - (a) make good any damage to the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Property or Contents;
 - (b) replace any of the Contents which may be missing from the Property;
 - (c) pay any Rent which remains unpaid; and
 - (d) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1 or clause 10.1.
- 5.3 If at any time during the Tenancy the amount held in respect of the deposit is less than the Deposit, the Landlord's or their agent may require the Tenant to pay such amount as is required to increase the amount of the Deposit

accordingly. The Tenant shall pay any such amount within fourteen days of written demand.

- 5.4 Should any such deductions exceed the Deposit held then the amount of any excess shall be paid by the Tenant within fourteen days of written demand.

6. TDS ARRANGEMENTS

- 6.1 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.
- 6.2 The Landlord will provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).
- 6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.
- 6.4 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5.

7. USE OF PROPERTY

- 7.1 The Tenant shall:
- (a) only use the Property as a private dwelling house, for the use of the Lawful Occupiers.
 - (b) immediately notify the Landlord if the immigration status of any of the Lawful Occupiers changes; and
 - (c) not permit anyone other than the Lawful Occupiers to occupy the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).
- 7.2 All adult occupiers of the Property must have and maintain a right to rent at all times during the tenancy. Tenants must inform the Landlord immediately of any changes in tenants Right to Rent status. Any changes to the status must be communicated to the Landlord in writing.
- 7.3 If proof of Right to Rent is not provided a minimum of one month before the tenancy start date, the tenancy agreement is void.
- 7.4 The Tenant shall not use the Property for the purposes of conducting a business.
- 7.5 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld). Should the Tenant wish to keep a pet at the Property

this must be requested in line with the rules set out in section 16A of the Housing Act 1988.

- 7.6 The Tenant shall not do anything to or on the Property that:
- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
 - (b) involves using the Property for immoral or illegal purposes; or
 - (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 17.2. The Landlord will provide the Tenant with a summary of the relevant insurance requirements upon request.
- 7.7 The Tenant shall not use, possess, cultivate or consume or allow to be used, possessed or cultivated or consumed on or about the Property any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may at any time be prohibited or restricted by statute.
- 7.8 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 7.9 The Tenant is to ensure that any mail for the landlord or the landlords managing agent is delivered to **address as advised** within 7 days of being received.
- 7.10 The Tenant shall not wedge or prop open the doors within the Property or attempt to remove or tamper with any self-closing devices attached to the doors during the Tenancy.
- 7.11 The Tenant shall not store any item in any of the hallways or staircases or block access to any of the doors within the Property during the Tenancy.
- 7.12 The Tenant agrees not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests, or visitors, which leads to devastation, harm or ruin of the Property or its Contents.
- 7.13 The Tenant agrees not to permit oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.
- 7.14 The Tenant agrees not to place any inappropriate, manmade objects or excessive amounts of toilet paper or sanitary products into any of the sanitary appliances or drains within the Property.
- 7.15 The Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services and Utilities provided to the Property. In the event of a breach of this clause the Tenant will be liable to pay for the costs of any necessary remedial work.
- 7.16 If they occur, The Tenant shall take reasonable steps to clear any stoppages or blockages in any of the drains, sinks, toilets, waste pipes and ventilation

ducts which serve the Property. In the event that such a stoppage cannot be cleared, the Tenant shall contact the Landlord or the Landlord's agent who will then arrange for any necessary remedial work to be undertaken.

- 7.17 The Tenant shall keep clean and in good working order and free from obstruction all sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts exclusively served to or from part of the Property. In particular the Tenant must ensure that during the winter months adequate precautions are taken to avoid damage by frost and freezing i.e. to leave the heating on continuously at an appropriate setting if the Property is vacant or unoccupied during the winter months.
- 7.18 The Tenant shall take reasonable and prudent steps to adequately heat and ventilate the Property in order to help prevent condensation. Tenants should ensure that if a room has an extractor fan, it is used to stop the build-up of water vapour and take steps to remove the water vapour from the atmosphere if you are drying wet clothes inside the property. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the Property, its Contents and its fixtures and fittings.
- 7.19 The Tenant agrees not to leave the Property vacant for any continuous period of more than 20 days during the Tenancy without first notifying the Landlord or the Landlord's Agent. If required by the Landlord or the Landlord's Agent to prevent frozen pipes, to drain down all water supplies in or serving the Property and to ensure that the stopcock is turned off and to comply with any other conditions reasonably required by the Landlord or the Landlord's agent to prevent damage/loss to the Property whilst it is vacant.
- 7.20 The Tenant shall remove all rubbish from the Property and to place it in the dustbin or receptacles provided. Every week to ensure that refuse bags, dustbins or other receptacles are left at designated refuse collection points on the designated refuse collection day.
- 7.21 The Tenant shall not smoke or allow others to smoke cigars or cigarettes, e-cigarettes or vapes in the Property during the Tenancy or allow any naked candle or flame to be lit at the Property. For the avoidance of doubt any damage discoloration or smells caused by any breach of the above which incurs the Landlord in costs of rectification will affect the return of the deposit in so far as these costs will be liable to be deducted from it.
- 7.22 The Tenant agrees not to keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the Property. The Tenant agrees not to store or bring onto the Property any articles of a combustible, inflammable or dangerous nature.
- 7.23 The Tenant agrees not to hang any washing, clothes or other articles outside the Property otherwise than in a place designated or permitted by the Landlord or the Landlord's agent and not to hang or place wet or damp articles of washing upon any item of furniture, fixture or fitting or room heater.

- 7.24 The Tenant agrees not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior or interior of the Property and not to install cable telephone and/or cable television without first obtaining written consent of the Landlord or Landlord's agent and where necessary the Local Planning Authority. Where such consent is granted, to meet all costs of installation and removal, and thereafter make good any resultant damage as required by the Landlord or the Landlord's agent.
- 7.25 The Tenant agrees not to erect, abandon or place any hut, shed, caravan, house on wheels, boat, commercial vehicle, or any hoarding on the Property.
- 7.26 The Tenant agrees not to do anything, or allow anything to be done upon the Property which shall cause damage to, or deterioration of, the internal or external surfaces or the coverings or decoration of, these surfaces.
- 7.27 The Tenant shall inform the Landlord or the Landlord's agent as soon as practicable in the event of loss or damage to the Property, the Contents, or any of the fixtures and fittings. To assist the Landlord or the Landlord's agent with an insurance claim by providing full written details of the loss or damage as soon as is reasonably practicable thereafter.

8. INSURANCE

- 8.1 The Tenant agrees not to do anything which would render the policies of insurance held by the Landlord on the Property and/or on the Fixtures and Fittings void or voidable or to increase the rate of premium on any such policy. Should there be a breach of this provision resulting in any expense or increase in insurance premium at renewal, to repay to the Landlord such extra sums as is necessary.
- 8.2 The Tenant shall reimburse the Landlord for any excess sum, payable under the Landlord's insurance policies for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors, servants or guests in breach of this Agreement.

9. ASSIGNMENT OR SUBLETTING

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property, including any car parking spaces connected to the Property, without the prior written consent of the Landlord.

10. REPAIRS AND ALTERATIONS

- 10.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).
- 10.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.

- 10.3 The Tenant agrees not to lop cut down or remove or otherwise injure any trees shrubs or plants growing upon the Property or to alter the general character of the garden.
- 10.4 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 10.5 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.
- 10.6 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 17.5.
- 10.7 The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord (such consent not to be unreasonably withheld)
- 10.8 The Tenant shall not glue nail screw or otherwise fix anything to the interior or exterior of the Property of the contents without the Landlord's prior written consent. This clause applies in particular to any pictures, poster (and the like) to any walls, ceiling or doors.
- 10.9 The Tenant agrees not to decorate or to make any alterations in or additions to the Property and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Property without the prior written consent of the Landlord or Landlord's agent.
- 10.10 The Tenant shall notify the Landlord or the Landlord's agent promptly and in writing of any Contents, fixtures and fittings which are defective or in need of repair and for which the Landlord is responsible for repair under clauses 17.5 to 17.7.
- 10.11 The Tenant shall keep all electric lights in good working order and in particular to replace all light bulbs and fluorescent tubes as and when necessary.
- 10.12 The Tenant shall test at regular intervals the fire alarm and any smoke or heat detectors and any carbon monoxide detectors fitted in the Property and replace any battery in the smoke detectors or carbon monoxide detectors, which are found not to be working. If the smoke detectors or carbon monoxide detectors are not working after the fitting of a new battery, to promptly inform the Landlord or the Landlord's agent.
- 10.13 The Tenant agrees not to disconnect or remove the smoke or heat detectors or carbon monoxide detectors during the Tenancy.
- 10.14 The Tenant agrees not to remove any of the said Fixtures, Effects and Furniture (as applicable) from the Property and to leave the same at the termination of the Tenancy in the several rooms and places described in the said Inventory or as found at the commencement of the said Tenancy.
- 10.15 The Tenant shall make good or, to pay or compensate the Landlord for:

- (a) All damages to the Property caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Property.
 - (b) The repair or replacement of all Contents, fixtures and fittings as shall be broken, lost, stolen, damaged or destroyed during the Term. This is with exception to damage by fire unless this is due to some act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Property.
- 10.16 The Tenant shall carry out repairs or other works for which the Tenant is responsible under this Agreement within one month or sooner if appropriate, of receiving written notice to do so from the Landlord or the Landlord's agent. If the Tenant fails to comply with this notice then the Landlord or the Landlord's agent may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.
- 10.17 The Tenant shall give notice to the Landlord's agent as managing agents for the Landlord of any repairs which are the responsibility of the Landlord, save where an emergency requires that the repairs be carried out immediately in order to protect the structure of the Property or the contents thereof in which case immediate notice shall be given to the Landlord's Agent as managing agents for the Landlord. If the Tenant does carry out or has carried out repairs in or to the Property in breach of this clause then the Tenant will be liable for all reasonable expenses and costs incurred by the Landlord in rectifying any damage caused by the repairs.
- 10.18 The Tenant shall make good at his own expense any damage caused to the Property, the Contents or the fixtures and fittings which occur due to any breach of this Agreement.

11. NUISANCE, DISCRIMINATION, HARASSMENT AND HATE RELATED BEHAVIOUR

- 11.1 We have a duty to all our tenants to ensure that they are able to enjoy their home and to make sure that they do not have to put up with other tenants or their visitors causing problems or a nuisance in the neighbourhood. For this reason we expect you to take responsibility for the behaviour of all the people living in or visiting your home and to ensure they do not cause a nuisance, annoyance or disturbance to your neighbours in the neighbourhood, other lawful visitors (such as the emergency services) or to any of our tenants, agents, employees or contractors.

Examples of nuisance, annoyance or disturbance include:

- i) Persistent or prolonged playing of loud music;
- ii) Abusive language;

- iii) Shouting and door slamming;
- iv) Dogs barking and fouling;
- v) Drug abuse;
- vi) Offensive drunkenness;
- vii) Rubbish dumping or discarding litter;
- viii) Major car repairs;
- ix) Playing ball games close to someone else's home;
- x) Throwing stones or mud;
- xi) Use of air rifles and pellet guns;
- xii) The dangerous riding of motor bikes around the estates on paths and open spaces;
- xiii) Doing anything that unreasonably interferes with the peace, comfort or convenience of any other person

The above is not an exhaustive list and should not be construed otherwise.

11.2 You must not commit or allow members of your household or invited visitors to commit any harassment, threat of harassment or hate related behaviour on any ground including race, colour, religion, age, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants, employee, agents or contractors.

11.3 The Equality Act 2010 prohibits the direct or indirect discrimination of the above personal characteristics. Examples of discrimination, harassment and hate related behaviour include:

- i) Racist behavior or language;
- ii) Using or threatening to use violence;
- iii) Using abusive or insulting words or behavior;
- iv) Stalking someone;
- v) Damaging or threatening to damage another person's home or possessions;
- vi) Writing threatening, abusive or insulting correspondence or graffiti

11.4 You must not play, nor to allow to be played, any radio, television, record or tape recording or musical instrument so loudly that:

- i) It causes a nuisance or annoyance to other persons in the neighbourhood; and/or
- ii) It can be heard outside your home between the hours of 11.00 pm and 8.00 am.

11.5 You must not commit any acts which cause a noise nuisance. Examples of this include:

- i) Loud music / parties;

- ii) Rowdy street behavior;
- iii) Car alarms / exhausts;
- iv) Burglar alarms;
- v) Building noise;
- vi) Dogs barking

11.7 Commit any act which has the effect of invalidating the insurance that we have taken out in accordance with clause 17.2.

11.8 Play or allow to be played any radio, televisions, record, tape recording, compact disc, mini disc, DVD or musical instrument or operate any other equipment so loudly that it causes or is likely to cause a nuisance, disturbance or annoyance to neighbours or can be heard outside your home.

12. SECURITY ALARM

12.1 Where an alarm system is installed, the said system must be operational at all times when the Property is left unattended. The security number must not be changed or passed on to any third parties.

13. LOCKS

13.1 The Tenant agrees not to change any door locking mechanisms to the Property and not add any additional security devices without the specific written consent of the Landlord.

13.2 The Tenant is responsible for the cost of replacing all locks to the Property including new keys and spare keys for the Landlord should the Tenant misplace/lose their keys.

14. INFESTATION OF PESTS AND VERMIN

14.1 The Tenant is responsible for dealing with an infestation at the Property including the costs of obtaining traps, poisons or insecticides, instructing an independent pest control company or the Local Authorities pest control if the reason for the infestation is caused by any breach of the Tenants obligations.

14.2 Immediately upon the discovery of the issue, the Tenant is to notify the Landlord in writing and confirm what steps the Tenant is taking to deal with the infestation.

15. LEGIONNAIRES

15.1 In order to prevent the occurrence of Legionnaires disease which is a waterborne bacteria found in artificial water systems such as water tanks, showers and taps the Tenant to prevent the growth of Legionella bacteria

should regularly flush water through all water pipes, taps and showers. The Tenant should also regularly dismantle any shower heads and hoses and disinfect and de-scale them with a shop bought disinfectant and cleaner. If the property during the Tenancy is vacant for an extended period each water tap should be turned on and water flushed through it for at least 2 minutes and any shower heads should be disinfected and de-scaled. The Tenant immediately should report any abnormalities in the flow and temperature of the water to the Landlord or the Landlord's agent.

16. UTILITIES AND OUTGOINGS

16.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property.

16.2 The Tenants may arrange an alternative supplier of either gas and/or electricity to the Property but must inform the Landlord in writing of the precise arrangements secured and with which supplier(s).

If utilities form part of this Tenancy Agreement as outlined at the start of the Agreement, a fair usage policy applies which is contained in the document titled 'fair usage policy'. A copy of which will have been provided at the outset of the tenancy agreement by the Landlord. A further copy is available upon written request to the Landlord.

16.3 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.

16.4 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.

16.5 The Landlord shall pay for broadband and a television licence for the Property if a licence is required.

16.6 The Tenant shall pay to the relevant local authority the Council tax for the Property.

16.7 The Tenant agrees not to alter or extend the electrical installations or wiring or the telephone installation or wiring at the Property.

16.8 The Tenant agrees not to overload the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electrical system.

17. LANDLORD'S COVENANTS

17.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.

- 17.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer.
- 17.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 17.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 17.5 In accordance with section 11 of the LTA 1985, the Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
 - (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - (c) keep in repair and proper working order the installations in the Property for space heating and heating water.
- 17.6 The Landlord shall not be required to:
- (a) carry out any works or repairs for which the Tenant is liable by virtue of this Agreement; or
 - (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 17.7 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord).
- 17.8 In accordance with regulation 3 of the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 places the Landlord under an obligation to:
- a) ensure that relevant electrical safety standards are met during any period when the property is occupied under the tenancy.
 - b) ensure that relevant electrical installation in the property are inspected and tested by a qualified (as defined in the regulations) at least every five years, or as often as required by most recent inspection and testing report if that report requires inspection and testing to be completed more frequently than this.

- c) obtain a report from the person conducting that inspection and test which gives the results and the date by which the next inspection and test is required, and to supply a copy of that report to the Tenant.

For the avoidance of doubt Regulation 2 of the 2020 regulations defines 'electrical safety standards' and 'electrical installation'. Regulation 3 of the 2020 regulations defines 'qualified person'

17.9 In line with Regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 places the Landlord under an obligation to:

- a) ensure that any relevant gas fitting and any flue which serves a relevant gas fitting is maintained in a safe condition. A 'relevant gas fitting and flue' are those set out in regulation 36.
- b) ensure that each appliance and flue to which that duty exists is checked for safety
 - i. By, or by an employee of, a member of a class of persons approved, at the time of the check, by the Health and Safety Executive; and
 - ii. At intervals to be determined in accordance with the 1998 regulations.
- c) obtain a report from that inspection/test (which covers the results and includes the date by which the next inspection/test is required) and provide a copy to each tenant.

17.10 In line with section 9A of the HA 1985, the Landlord is under an obligation to ensure that the Property is fit for human habitation, to the extent required by that section.

17.11 In line with section 190 of the Equality Act 2010, the Landlord will not unreasonably withhold consent to a tenant's request to make improvement to the Property if:

- i. A disabled person occupies, or intends to occupy, the Property as their only or main home, and
- ii. The improvement requested would, in relation to the disability, help allow the disabled person to enjoy the Property as their only or main home.

The definition of "disabled person" can be found in section 6(2) of the Equality Act 2010 and the definition of "improvement" can be found in section 190(9) of the Equality Act 2010.

18. ENDING THE TENANCY

18.1 The Tenant must provide a minimum of 2 months' notice to the Landlord when serving notice to quit to bring the tenancy to an end. The Landlord may agree that the Tenant may serve less than 2 months' notice and any agreement of the same must be in writing.

- 18.2 In the event that there are joint tenants, all tenants must agree to this change of notice and such agreement shall be in writing.
- 18.3 The Landlord will only be able to end the Tenancy by obtaining an order for possession and the execution of such order.
- 18.4 If the landlord seeks to obtain such an order, the landlord must serve notice on the tenant in the prescribed form specifying the grounds for possession. The ground for possession will determine the minimum period of notice, if any, that the landlord must provide to the tenant prior to any proceedings.
- 18.5 Clause 18.3 does not apply where the secretary of state has given written notice to the Landlord that the occupier of the Property is disqualified from occupying the Property under a residential tenancy agreement because of their immigration status. In this instance, the Landlord shall serve a notice on the relevant Tenant to end the tenancy under the relevant immigration legislation.
- 18.6 The Landlord hereby puts the Tenant on notice that they may intend to use ground 4A of Schedule 2 of the HA 1988 to regain possession of the Property.

19. DEFAULT BY THE TENANT

- 19.1 The Landlord reserves the right to re-enter the Property if:
- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
 - (c) the Tenant has breached the agreement; or
- This clause 19.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.
- 19.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.
- 19.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.
- 19.4 If in breach of this Agreement the Tenant vacates the Property before the expiry date, the Tenant will be liable to pay:
- (a) the Rent up to the date that the Property are re-let or the expiry date, whichever is the sooner;
 - (b) the standard rate of Council Tax, or any other replacement property tax, at the rate applicable to the Property up until the date that the Property are re-let or the expiry date whichever is the sooner;
 - (c) any standing and/or consumption charges for utilities up until the date that the Property are re-let or the expiry date whichever is the sooner;

- (d) a pro-rata part of the Landlord's costs of re-letting the Property should the Property be re-let before the expiry date.
- 19.5 If there is a breach of clause 7.6(b) or 7.7 then the Landlord shall be entitled to terminate absolutely this Agreement (provided that he first complies with his statutory obligations. This means the Landlord must issue proceedings and obtain an Order for Possession in the County Court). This is without prejudice to the Landlord's right to enforce all of the provisions set out in this Agreement and in particular, but not limited to, the Tenant's liability in respect of the payment of Rent until such time as the Property are re-let and the Landlord's consequential losses arising from any other breach of the provisions set out in this Agreement.
- 20. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS**
- 20.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:
- (a) to inspect the condition and state of repair of the Property;
 - (b) to carry out the Landlord's obligations under this Agreement;
 - (c) to carry out repairs or alterations to the next door premises;
 - (d) to carry out essential maintenance;
 - (e) to take gas, electricity or water meter readings;
 - (f) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
 - (g) to show prospective tenants or purchasers around the Property.
- 20.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).
- 20.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property at any time during the Tenancy.
- 20.4 The Tenant shall allow onto the Property any persons that may reasonably require such access to effect work to be neighbouring property or any boundary divide at all reasonable times provided that not less than two days' notice has been given. Where such notice is given, to notify the Landlord or the Landlord's agent as soon as possible of the intended access.

21. EXPIRY OF THE TENANCY

- 21.1 At the end of the Term granted by this Tenancy, the Tenant shall return the Property and the Contents to the Landlord in the condition required by this Agreement.
- 21.2 The Landlord has the right to recover possession of the Property if:

- (a) the Term has expired; or
 - (b) the Tenant has served a valid notice to quit
- 21.3 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 21.4 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of 14 days. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within 14 days, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

22. NOTICES

- 22.1 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
 - (a) sent by first class post to the Landlord's address given in clause 22.3;
 - (b) left at the Landlord's address given in clause 22.3; or
 - (c) sent to the Landlord's e-mail address stated at the beginning of this Agreement
- 22.2 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
 - (a) sent by first class post to the Property;
 - (b) left at the Property; or
 - (c) sent to the Tenant's e-mail address stated at the beginning of this Agreement
- 22.3 If a notice is given in accordance with clause 22.1 or clause 22.2, it shall be deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by first-class post, on the second Working Day after posting; or
 - (c) if sent by e-mail, at 9.00 am on the next Working Day after sending.
- 22.4 The Landlord's address for service is **as advised**

23. GOVERNING LAW

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.

24. GENERAL

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF IT.

READ-ONLY

Signed by Tenant:

PRINT NAME:

READ-ONLY