

## TENANCY AGREEMENT

# Assured Shorthold Tenancy-Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996.

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**Tenancy Start Date** [.....]

**Tenancy end date** [.....]

**Agent** **NORTHEND MANAGEMENT LTD**

**Agent Address** **UNIT 2, ELDON COURT, ST. MARK`S ROAD, LEEDS, LS2 9BQ**

**Tenant(s)** [1] ..... [2] ..... [3] .....  
[4] ..... [5] .....

**Property** **Flat [.....], Eldon Court, St Marks Road, Leeds LS2 9AA**

**Contents** **The fixtures, fittings, furniture and other effects listed in the Inventory (attached)**

**Rent** **【£.....】 in total for the property for the tenancy term.**

**Rent Payment** **In advance as per Rent Schedule (attached)**

**Advance Rent** **Non-Refundable amount of 【£.....】 Per Person, payable on signing this Agreement**

### **General**

1. This agreement is for the letting of a dwelling which is either unfurnished or has been furnished in accordance with the inventory signed between the parties.
2. This agreement is intended to create an Assured Shorthold Tenancy in accordance with Section 19A of the Housing Act 1988, as inserted by Section 96 of the Housing Act 1996.
3. The provisions for recovery of possession of the premises, by the Landlord, contained in Section 21 of the Housing Act 1988 as amended by Sections 98 and 99 of the 1996 Housing Act apply.
4. This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985, where applicable to this tenancy. This makes provision for the landlord to repair the structure and exterior of the premises and certain installations in the premises.
5. The landlord is the person or persons stated, or any person entitled to possession if the tenancy were to end.
6. The tenant is the person or persons stated, or any person deriving title under the tenant.
7. Where either party is two or more people, their obligations and liabilities, under this agreement are joint and individual. Where his or he appears read his/her or he/she.
8. The premises are the dwelling stated, together with any outside space or garden and, where applicable, the landlord's fixtures and fittings in the premises or as stated in the inventory (if any).
9. Where the landlord's interest is derived from another lease, the head lease, the tenant will observe the restrictions in the head lease applicable to the premises. In this case the premises will be subject to the reservations and rights of entry stated in that head lease.
10. Where the premises are only part of a building, the tenant will have access (in common with others) to appropriate access ways and hallways or other shared facilities, but only to the extent that the landlord can lawfully grant the same.
11. Where the rent, any part of it, or any other sum due from the tenant under this agreement, is in arrears of fourteen days or more after it has become due (whether legally demanded or not), or where there is a breach of any of the obligations on the part of the tenant, the landlord may re-enter the premises (or any part thereof) and the tenancy will immediately be determined without prejudice to any other rights and remedies of the landlord. This is subject to any statutory restrictions on the landlord's power to do so. A court order will be required if anyone is residing at the premises.
12. Where the rent or any other sum due from the tenant, under this agreement, is in arrears (whether legally demanded or not), the outstanding sum may be subject to penalty fee from the date when the same became due until the date of payment.
13. All tenants are requested to pay rent via a Credit/Debit Card or Online Mandate method for the full period of the contract when signing the contract.
14. In the event that payment is not made on time or card payments are declined, the Landlord/Agent will make a **£20** administration charge plus costs for any subsequent delay in payment.
15. A **£25** keys deposit is payable on receipt of keys and refundable on return of the Flat Door Card, Bedroom Key and Letter Box Key as well as left the property in clean and tidy state. No keys will be released unless the Bank Card Mandate has been completed prior to the tenancy agreement start date.

## Rent

### Tenant(s) Obligations

16. The tenant will use the premises in a tenant like manner only as a private dwelling house.
16. The tenant will not (nor allow others to): -
  - 16.1. Cause any damage or injury to the premises, but will preserve the premises in the same condition that they were given over to the tenant, reasonable wear and tear and accidental damage by fire or any other risk against which the landlord has effected insurance excepted.
  - 16.2. Cause annoyance or disturbance to the landlord, other tenants or any neighbours.
  - 16.3. Carry out any profession, trade or other business on the premises.
  - 16.4. Do anything which may make void (or increase the premium of) any relevant insurance policy.
  - 16.5. Assign, sublet, part with possession of the premises in any way or receive paying guests on the premises without the express written permission of the landlord/agent.
  - 16.6. Invite a guest/s into the premises, either during the day or overnight, without express written permission from the other tenants and the Landlord/Agent.
  - 16.7. use it for any improper, immoral or illegal purposes.
17. The Landlord/Agent will provide tenants with keys when: -
  - 17.1. The tenancy agreement has been fully signed and completed.
  - 17.2. Advance Rent Payments (if applicable) from all tenants have been paid/cleared.
  - 17.3. All Credit/Debit card mandates have been received from all tenants.
  - 17.4. The tenancy agreement has commenced.
  - 17.5. A personal identification of the key collector is shown.
18. In order to prevent mould growth. Each tenant should allow some ventilation and heating while in the room. It also helps to move furniture away from the external walls in order to improve air circulation. Any damage to decoration caused by condensation is the responsibility of the tenant; any such tenant will be charged accordingly. The landlord does not accept any liability for any damage caused for belongings caused by condensation.
19. Without the express written permission of the landlord, tenant(s) will not allowed to:
  - 19.1. Place or attach any pictures, paintings, posters or the like on the interior of the premises.
  - 19.2. Place any signs, notice board or other advertisements or the like on the exterior of the premises.
  - 19.3. Remove any of the items specified in the inventory (if any) or any of the landlord's possessions, from the premises.
  - 19.4. Change any of the decorations, furnishings or any of the fixtures or fittings, to light candles or the use of portable heaters (where applicable).
  - 19.5. Keep or allow pets of any kind on the premises without a written permission from Northend Management Ltd
  - 19.6. Make any alterations to the premises.
20. The Landlord/Agent will not consent to the fitting of shelves or any other item of furniture.
21. Any internal locks fitted without the consent of the Landlord/Agent will be removed and the concerned tenants will be charged for any costs incurred.
21. The tenant is responsible for:
  - 21.1. Cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatory cisterns, kitchen appliances (oven, hob, fridge-freezer and the like (where applicable).
  - 21.2. Cleaning of any carpets (if applicable), curtains, furnishings or other items listed in the inventory.
  - 21.3. Cleaning of the windows and for immediately replacing any broken glass, caused by tenant
  - 21.4. Informing the relevant Authorities and for the payment of bills generated for the supply and usage of any utilities such as Gas, Electric, Water & broadband (if not included in the rent). The tenant will not do anything that may cause the disconnection of any of these supplies.
  - 21.5. Performing his obligation (under the Local Government Finance Act 1992 or regulations made thereunder) to pay Council Tax or any similar tax or levy, if not exempt (and if so must provide official Council Tax Exemption Certification).
22. All repairs should be reported in **writing** or **online** (unless an emergency) to the Landlord/Agent. The repair should be adequately described so that a proper repair can be undertaken. If a repair is reported inaccurately or is unnecessary then the tenant may be charged a call-out charge for the tradesman attending unnecessarily. When a repair has been reported, tenants are to consent to a contractor entering the premises (with them obtaining a key from the Landlord/Agent to undertake the repair. Tenants are advised to report the problem(s) immediately in writing and be reasonable in their expectations. Tenants are responsible for replacing light bulbs, unblocking sinks and drains and replacing broken windows (unless caused by vandalism reported to the police and given a crime reference number).
23. The tenant shall keep the interior of the premises in good repair and condition and in good decorative order.
24. The tenant will allow the landlord (or his agent) access to the premises at reasonable hours during the:
  - 24.1. day, to inspect the premises and effects therein and to carry out any works the landlord deems necessary.
  - 24.2. tenancy, to show the premises to prospective tenants or prospective purchaser or anyone acting on his behalf.
25. Whenever the premises are left unattended the tenant must fasten all locks to all doors and windows and activate any burglar alarm (if any) to avoid unauthorized access to the premises.
26. The Landlord/Agent has no responsibility for forwarding or redirecting mail in any circumstance.
27. The tenant will return the premises to the landlord at the end of the tenancy in the same condition and state of repair as at the commencement of the tenancy.
28. The tenant will clear all his own personal effects and any rubbish from the premises on or before the end of the tenancy.
29. The tenant will return all the keys for the premises, to the landlord, at the end of the tenancy.

## **Landlords Obligations**

30. The landlord agrees with the tenant that subject to the tenant paying the rent and observing and performing the obligations on the part of the tenant may quietly possess and enjoy the premises during the tenancy without any interruption from the landlord or any person claiming under or in trust for the landlord.
31. The landlord is responsible for the service and maintenance of any gas heating system and for ensuring that all gas appliances within the premises are annually certified by a British Gas or CORGI registered technician, in accordance with The Gas Safety (Installation and Use) Regulations 1994.
32. The landlord is responsible for ensuring any furniture supplied complies with The Furniture and Furnishings (Fire Safety) Regulations 1988 as amended (but subject to the transitional provisions of those regulations).
33. The landlord is responsible for returning to the tenant any portion of rent paid for any period that the premises is rendered uninhabitable by fire or other risk against which the landlord has effected insurance.
34. The landlord warrants that any consents necessary to enable him to enter into this agreement, (whether from superior lessors, mortgagees or others), have been obtained.

## **Definitions**

35. Any reference to: -
  - 35.1. the premises include a reference to any part of the premises.
  - 35.2. the term includes any extension or continuation of the term and any statutory periodic tenancy.
  - 35.3. any items specified in the inventory (if any) or the fixtures and fittings is a reference to any of them.
  - 35.4. any statutory enactment or regulations includes a reference to any amendments or modifications to the same.
  - 35.5. Sub clause is an extension or addition to the "Agreement Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996". Sub clauses within this document are set out by the landlord or agent to include clause specific to the Premises, tenant and/or Landlord.

## **Notices**

The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 relating to the service of notices, apply to any notice authorized or required to be served under this Agreement or any Statutory Provision relating to the tenancy.

## **Section 48 of the Landlord and Tenant Act 1987**

The tenant is hereby notified that in accordance with section 48 of the Landlord and Tenant Act 1987, the address for the tenant to serve Notices on the landlord (including Notices in proceedings), is given here:

Northend Management Ltd, Unit 2, Eldon Court, St. Mark's Road, Leeds, LS2 9BQ

## **Extra Conditions of Tenancy**

36. The landlord or agent:-
  - 36.1. May gain entry to all areas of the dwelling without necessarily having given notice, particularly in instances where the fire alarm audible warning indicator is activated. In addition, gain entry to carry out regular checks on the fire alarm, smoke detectors, heat detectors, door closers, fire extinguishers and fire blankets.
  - 36.2. Shall not accept responsibility for damage to property or injury or death to tenants where smoke detectors, door closers and other such safety features are fitted and are subsequently found to be removed / disabled by the tenants.
  - 36.3. Will not provide/sell or top up any electricity to the property where prepayment meters are fitted, to tenants where one or more tenant/s are in rent arrears and/or have any outstanding invoice(s).
  - 36.4. Shall credit any prepayment electricity meter in person/online, when a tenant has purchased electricity tokens.
  - 36.5. Will hold the tenant responsible for their room (to find a replacement) if he /she wishes to move out of their room or wishes to move to another room within the accommodation.
  - 36.6. Will not refund the Advance Rent Payment in the event a tenant assigns his/her tenancy to a replacement tenant.
  - 36.7. Will apply reasonable costs/charges for any viewings, consultation and additional paper work (i.e. signing contracts and assignments) to a tenant where they wish to assign their room to a replacement tenant irrespective of whether he/she is moving out of the accommodation or to another room within the accommodation.
37. All invoices/charges raised against the tenants throughout the tenancy shall become due immediately and must be paid within 7 days of the date of the invoice. Any outstanding amounts will be treated in the same manner as rent arrears and the above clause (36.3) will apply.
38. Rent also includes Electricity at the rate of **£3.00** per person per week (maximum), however, this is subject to the joint tenants being clear of any rent arrears. If any one of the joint tenants has any amount of rent arrears or unpaid invoice then clause (36.3) above will apply.
39. It is the responsibility of tenants to ensure they are aware of any charges that may be applicable in the event of loss of entry cards, bedroom keys, emergency call-outs etc. as a result of tenant's negligence (a full copy of the charges sheet is displayed on the notice board in the reception window and online).
40. Rent is payable as specified on the front of this agreement. Due to the Joint and Individual responsibility of the tenant(s) as per this agreement, this rent amount (as per signed rent schedule) is due from the tenants jointly and/or individually in full.

The landlord hereby agrees to let the premises and the tenant hereby agrees to take the premises for the rent, period and in accordance with the conditions stated within this agreement.

**SIGNED by the LANDLORD/AGENT** \_\_\_\_\_ **Dated** [.....]

Tenant Name \_\_\_\_\_ **ROOM [01]**  
Email \_\_\_\_\_  
Mobile/Tel \_\_\_\_\_  
University/College \_\_\_\_\_  
Course Attended \_\_\_\_\_  
**SIGNED by the TENANT** \_\_\_\_\_ **Dated** [.....]

Tenant Name \_\_\_\_\_ **ROOM [02]**  
Email \_\_\_\_\_  
Mobile/Tel \_\_\_\_\_  
University/College \_\_\_\_\_  
Course Attended \_\_\_\_\_  
**SIGNED by the TENANT** \_\_\_\_\_ **Dated** [.....]

Tenant Name \_\_\_\_\_ **ROOM [03]**  
Email \_\_\_\_\_  
Mobile/Tel \_\_\_\_\_  
University/College \_\_\_\_\_  
Course Attended \_\_\_\_\_  
**SIGNED by the TENANT** \_\_\_\_\_ **Dated** [.....]

Tenant Name \_\_\_\_\_ **ROOM [04]**  
Email \_\_\_\_\_  
Mobile/Tel \_\_\_\_\_  
University/College \_\_\_\_\_  
Course Attended \_\_\_\_\_  
**SIGNED by the TENANT** \_\_\_\_\_ **Dated** [.....]

Tenant Name \_\_\_\_\_ **ROOM [05]**  
Email \_\_\_\_\_  
Mobile/Tel \_\_\_\_\_  
University/College \_\_\_\_\_  
Course Attended \_\_\_\_\_  
**SIGNED by the TENANT** \_\_\_\_\_ **Dated** [.....]