

PROPERTY:

DATE:

AGREEMENT BETWEEN
Of (address)

ACCOMMODATION WAREHOUSE
105 COTTINGHAM ROAD, HULL, HU5 2DN

(Hereinafter called “the landlord” which expression shall include the person for the time being entitled to the reversion immediately expectant on the determination of the tenancy hereby created) of the one part and.

• TENANT (print name).....

Of (Home Address).....

Post Code Home Telephone Number

Email Address Mobile Number

Course Title..... Year of study (for this tenancy)

University..... Registration Number

National Insurance No.....

And ...

• TENANT (print name).....

Of (Home Address).....

Post Code Home Telephone Number

Email Address Mobile Number

Course Title..... Year of study (for this tenancy)

University..... Registration Number

National Insurance No.....

And ...

• TENANT (print name).....

Of (Home Address).....

Post Code Home Telephone Number

Email Address Mobile Number

Course Title..... Year of study (for this tenancy)

University..... Registration Number

National Insurance No.....

And ...

• TENANT (print name).....

Of (Home Address).....

Post Code Home Telephone Number

Email Address Mobile Number

Course Title..... Year of study (for this tenancy)

University..... Registration Number

National Insurance No.....

And ...

• TENANT (print name).....

Of (Home Address).....

Post Code Home Telephone Number

Email Address Mobile Number

Course Title..... Year of study (for this tenancy)

University..... Registration Number

National Insurance No.....

(Hereinafter called “the tenants” which expression shall include his successors in title) of the other part. Whereby it is agreed as follows:

1. The landlord lets and the tenants take the dwelling-house known as:

(hereinafter called “the premises”) together with the furniture fixtures and effects therein upon an assured shorthold tenancy within the meaning of section 19A of the Housing Act 1988 for the period of 50 (weeks) starting on (insert date) at the rent of £ for the period determined above.

PAYABLE BY:

1 st Cheque of	£		Date:01.08
2 nd Cheque of	£		Date:15.10
3 rd Cheque of	£		Date:15.01
4 th Cheque of	£		Date:15.04

2. The tenants agree

(1)To pay the rent on the days and in the manner aforesaid, returned cheques will attract a £20.00 surcharge: late payments of more than 14 days after the dates shown under section 1 will attract a £20 surcharge, plus £1 per day until the debt has been cleared, unless prior arrangements in writing have been arranged with the landlord or his agent, at least 10 days before the rent is due. Any further expenses incurred to collect outstanding rent will be charged as follows: Telephone Calls £5, Letters £15, Personal Visits £25. An agreed payment system of rental payment must be in place for all tenants before you take up residence. This is usually in the form of post dated cheques or standing order mandate from your account. We have a zero tolerance policy on rent arrears, as a tenant you are responsible for ensuring the rent is paid in full on time;

(2)To pay the landlord upon the signing hereof an administration fee of £100 per tenant.

(3)Any costs to re-instate the property to its original condition will be met by the tenants. All keys to be returned to the landlord or his agent, no later than the tenancy expiry date. Late return of keys will incur a £25 charge and rental will be charged until such time as the keys are returned. Lost keys during the tenancy agreement will incur a £20 charge.

(4)To pay all charges for use of the telephone at the premises during the tenancy and the costs of reconnection such services if they are withheld owing to the act or omission of the tenants.

(5)To pay as and when they fall due all rates/ Council Taxes/Levies in respect of the property during the continuation of the Tenancy. At no time will any tenant claim housing benefit for this property. The tenancy is for full time students only. Students are currently exempt from Council Tax and the landlord will complete a student exemption certificate on behalf of all tenants.

(6)To pay to the landlord any costs incurred due to damage caused to the premises or furniture fixtures and effects by the tenant or their visitors.

(7)To keep all parts of the premises including the landlord’s fixtures and fittings in good tenable repair and in good decorative state;

(8)Not to change the locks, not to use padlocks on the doors. To use blue tac, or preferably white tac sparingly and remove all traces at the end of the tenancy;

(9)Not to allow visitors of the tenants at any time under the term of agreement to stay within the property for longer than one week;

(10)Not to assign underlet charge or part with or share the possession or occupation of the premises or any part thereof and not to grant any licenses to occupy the premises or any part thereof;

(11)Not to use the premises or any part thereof for any purpose other than that of private residence;

(12)Not to carry on upon the premises any profession trade or business or let apartments or rooms or receiving paying guests or lodgers or place or exhibit any notice board or notice on the premises.

(13) Not to use the premises for any illegal or immoral purpose;

(14)Not to do or permit or suffer anything in the premises (or any building of which the premises form part) which may be or grow to be a nuisance or annoyance to the landlord (or any superior landlord) or to any occupier or tenant of any adjoining or neighbouring premises or to any occupier or tenant of any part of any building of which the premises form part;

(15)Not to damage injure or make any alteration to the premises or any part thereof;

(16)Within seven days of receipt thereof, to send to the landlord all correspondence addressed to the landlord or the owner of the premises and any notice order or proposal relating to the premises (or any building of which the premises form part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority;

(17)To permit the landlord or the landlord’s agent upon giving appropriate notice (except in the case of emergency when no notice shall be required) to enter upon the premises with or without workmen and equipment and to view the state and condition thereof and, if necessary, to carry out any repairs, alterations or other works. An inspection will be carried out every three months;

- (18)** To pay all fees expenses and costs (including solicitor's counsel's and surveyor's fees) incurred by the landlord in preparing and serving a notice on the tenants of any breach of any of the covenants on the part of the tenants herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court;
- (19)** To notify the landlord promptly after any event which causes damage to the premises or which may give rise to a claim under the insurance of the premises;
- (20)** Not to leave the premises vacant for more than 30 consecutive days and to keep the premises locked and secure when they are vacant;
- (21)** Not to change the locks to the outer doors of the premises nor to make any duplicate keys thereto but to return all such keys to the landlord at the end of the tenancy;
- (22)** Not to apply to change the telephone number of the premises;
- (23)** To pay for the professional cleaning of the premises and all the contents thereof at the end of the tenancy; if the condition warrants;
- (24)** To permit the landlord at reasonable hours in the daytime to enter and view the premises with prospective tenants or purchasers thereof; (due notice having been given by the landlord).
- (25)** At the determination of the tenancy to yield up to the landlord the keys to the premises and the premises together with the furniture fixtures and effects properly repaired decorated and kept in accordance with the obligations herein before contained and to remove from the premises all the tenants' effects;
- (26)** Not to remove any of the said furniture fixtures and effects from the premises;
- (27)** To keep the said furniture fixtures and effects in their present state of repair and condition (reasonable wear and tear and damage by accidental fire only accepted) and to replace with similar articles of at least equal value or if the landlord so requires pay to the landlord the value of any part of the said furniture fixtures and effects which may be destroyed or damaged (except as aforesaid) so as to be incapable of being returned to their former condition. The tenants' copy of the inventory will be left in the premises at the commencement of the tenancy. This must be returned to our office within 14 days of key collection, with any amendments, or it will be deemed correct;
- (28)** To clean cookers regularly, de-frost fridge/ freezers on a regular basis, and take all steps necessary to avoid damage to washing machines. Damage caused by neglect to the above points will be charged for.
- (29)** To leave the central heating system on for a minimum of 2 hours per day during winter months to avoid frost damage to the property. This particularly applies when the property is left unoccupied.
- (30)** Not to keep any pets on the property at any time.
- (31)** Not to alter the décor of the house. This includes painting of walls, ceilings, fixtures and fittings.
- (32)** To use the central heating for no more than 16 hours per day, at a maximum temperature of 22 degrees centigrade.
- (33)** Not to smoke inside the property at any time. Smoking is strictly prohibited.

3. The landlord agrees:

- (1) That the tenants paying the rent hereby reserved and performing and observing the various agreements on his part contained herein shall peaceably hold and enjoy the premises during the tenancy without interruption by the landlord or any person claiming under or in trust for him;
- (2) To carry out those repairs liability for which is cast upon the landlord by sections 11-16 inclusive of the Landlord and Tenant Act 1985 as amended by section 116 of the Housing Act 1988;
- (3) Not to present any rental post-dated cheques written by the tenants more than three working days before the date shown on each particular cheque.
- (4) All contractual agreements for refurbishment or changes to the property that may be necessary, including repainting or new carpets will be completed before the first semester commences.
- (5) To supply mouse poison and traps for the first two months of the contract, should mice be found at the property. Like all major cities Hull does have mice and it is the tenants responsibility to eradicate them after the first two months.

4. Provided that:
- (1) Ownership of all property left at the premises at the end of the tenancy and not be claimed within two months thereafter shall immediately pass to the landlord who shall be entitled (though not bound) to sell the same for his own benefit;
 - (2) Where the landlord or the tenant consists of more than one person the covenants on their part in this agreement shall be joint and several;
 - (3) Any notice served by the landlord on the tenants shall be sufficiently served if sent by first class post to the tenants at the premises or the last known address to the tenants at the premises.
5. The tenants are hereby notified that for the purpose of section 48 of the Landlord and Tenant Act 1987 notices (including notices of proceedings) must be served on the landlord by the tenant at the following address in England or Wales:

105 COTTINGHAM ROAD, HULL

As witness the hands of the parties hereto the day and year first above written.

APPENDIX 1

- 1) NO PETS OR ANIMALS ALLOWED ON THE PREMISES
- 2) NO DECORATING OR PAINTING ANY PART OF THE PREMISES
- 3) TO ENSURE ADEQUATE HEATING IS LEFT ON TO PREVENT FROST DAMAGE
- 4) NOT TO ASSIGN THE TENANCY AGREEMENT OR SUBLET ANY PART OF THE PREMISES, WITHOUT THE LANDLORDS CONSENT
- 5) TO ENSURE THE PREMISES ARE LOCKED AND THE BURGLAR ALARM IS ACTIVATED, IF APPLICABLE, WHEN THE PREMISES ARE LEFT VACANT
- 6) TO REMOVE ALL RUBBISH AND ENSURE BINS ARE LEFT FOR COLLECTION ON THE APPROPRIATE DAY
- 7) SMOKING IS STRICTLY PROHIBITED

Signed by the above named on (insert date)

Landlord/Agent (print name) **ACCOMMODATION WAREHOUSE**

Signature.....

Tenants (print names)

..... **Signature**

..... **Signature**

..... **Signature**

..... **Signature**

..... **Signature**

..... **Signature**

..... **Signature**

In the presence of

Witness (print name) **Signature**

Occupation