

**ASSURED SHORTHOLD JOINT TENANCY AGREEMENT**

Provided under Part 1 of the Housing Act 1988 as amended under Part 3 of the Housing Act 1996.

This agreement is made the day of .....

between:

Elaine Wolf (The Landlord)

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the property if the tenant was not in possession and could be the current landlord or someone purchasing or inheriting the property.

And you as named below individually and together (the Tenant)

Name 1

Name 2

Name 3

Name 4

Name 5

The rent in total is £xxxx per calendar month.

The first rental payment is for the rental period beginning on the start date shown in A2. After that you must pay rent on the first day of every calendar month while the tenancy lasts. Alternatively following the first payment on 1<sup>st</sup> September 2020, rent can be paid in 3 further instalments as follows: 3 months' rent on 1<sup>st</sup> October 2020, 3.5 month's rent on or before 10<sup>th</sup> January 2021, and 3.5 months' rent on or before 15<sup>th</sup> April 2021. The payment schedule must be agreed with and notified to the Landlord before the start of the Term.

The rent includes the provision of gas, electricity, water and wi-fi broadband. There is a fair usage policy for gas and electricity which is attached as an appendix to this tenancy agreement and which must be signed by the Tenant and which forms part of this agreement. The rent includes gas and electricity charges only for the use of the Landlord's equipment plus tenants' own personal grooming appliances, tvs, computers, chargers for devices, printers and desk lights. The Landlord reserves the right to charge the Tenant a sum equivalent to the amount by which the allowance under the Fair Usage Policy is exceeded in the event of this occurring.

**A The Landlord is renting out the property at:**

1. xxxxxxxxxxxx, Southsea, PO4 xxx to you (individually and together) as well as the furniture, fixtures and household belongings that are on a list that will be made available to you before you move in and both you and the Landlord must keep to the terms below.

2. You will have the property for 11 calendar months starting on September 1<sup>st</sup> 2020 until July 31<sup>st</sup> 2021.

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If, at the end of this time, we have not received from you at least one calendar month's notice, in writing, expiring on the last day of the fixed term of the tenancy to terminate the agreement, the tenancy will continue on as a contractual periodic tenancy. The periods of this contractual periodic tenancy shall be the same as those for which rent was last payable under the initial fixed term of the tenancy.

This periodic tenancy will carry on until you have served the required notice in writing to terminate the agreement or we serve the required notice or re-possess the property under a ground set out in Clause F.

To end the contractual continuation tenancy the required notice is written notice to the other party. The notice must end on the last day of a rental period and must be of sufficient length. This means the notice must be at least one calendar month in length.

3. This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1988). The no-fault arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. If we give you a section 21 notice, we must give at least two months' notice in writing. For more information, you should consult a housing advice centre, solicitor or citizens advice bureau, who can explain what this means.

4. We will let the property to you (individually and together) and only you will be allowed to live there.

5. No children are allowed to live in the property

6. No animals are allowed in the property.

7. There is no deposit to pay.

8. If you owe rent you must pay under the agreement, you will have to pay interest on this amount from the date that it should have been paid where you are 14 days or more in arrears. The interest rate is 3% above the base rate used by the Bank of England. This rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgment. Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

9. Any payments accepted after service of any Notice served on the Tenant to terminate this agreement, or after any breach of the conditions which may lead to Possession, will only be accepted without prejudice to such Notice.

10. We may keep keys to the property.

11. We may get rid of any furniture or goods which you refuse to remove or fail to remove from the property at the end of the tenancy.

12. If this tenancy is extended, continued, or run on as a Periodic Tenancy then the Rent will increase each year from the first Rent Due Date more than 364 days after the commencement of the Term, by the amount stated for the annual increase in the Index of Retail Prices (All Items) as quoted for the month two months prior to the month of the renewal. The Rent will not be reduced below the figure at the start of this tenancy agreement at any time.

The initial rent increase may take effect no earlier than the first anniversary of the start of the tenancy as outlined in Clause A2 of this agreement. Once a rent increase has occurred, subsequent

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rent increases may take effect no earlier than the anniversary of the date the last rent increase took effect.

**B You must do the following:**

1. Pay rent on the days and in the way we have agreed.
2. Keep the inside of the property in at least as good a condition as it was when the tenancy started (apart from fair wear and tear). Also, at the end of the tenancy you must leave all furniture and fixtures in the rooms or places they were in at the beginning of the tenancy.
3. Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property and, if it applies, the building in which the property is located and any shared access. It also includes replacing any broken glass in windows and repairing or replacing any damaged fittings and installations.  
If you do not repair the damage you are responsible for, we can claim the reasonable cost of making good this damage or we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the property (after giving you at least 24 hours' notice) and carry out the work. You will have to pay us for the reasonable cost of this work.
4. Take reasonable precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system from freezing, or turn off the water supply at the main stopcock and open all the other water taps and valves in the property to drain the tanks of hot and cold water
5. Whenever you leave the property unattended, you must lock all the doors and windows. You should tell us if the property is going to be empty for more than seven days in a row.
6. Allow us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or to do other work which we must carry out by law. We will give you at least 24 hours' notice if we are going to enter the property. You must let us enter the property immediately if there is an emergency.
7. Tell us about any repairs or faults that we are responsible for in the structure or outside of the property, in any installation or, if it applies, in the shared areas.
8. Park vehicles in your garage (if there is one) or on your parking space only, and without causing an obstruction.
9. Pay the reasonable costs for replacing locks if you fail to return any key or other security device necessary for gaining entry to the property.
10. Pay any reasonable cost for replacing keys, or other security devices necessary for gaining entry to the property.
11. Allow possible new tenants and buyers to look at the property (on at least 24 hours' notice) during the tenancy.
12. Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keep to all the terms of this agreement.
13. Defrost the fridge when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
14. Be responsible for looking after the garden. You must keep it tidy, clean and free of rubbish, but you do not have to improve the garden.
15. Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
16. Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
17. Be responsible for ensuring that any television used is correctly and continually licensed.

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18. Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement. Currently students are exempt from paying Council Tax.
19. At the end of the tenancy, leave the property and our fixtures and fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish.
20. Pay the reasonable legal and related costs which we have to pay in connection with:
  - (i) recovering possession of the property;
  - (ii) recovering unpaid rent or other money due under this agreement; or
  - (iii) steps taken if you fail to keep to the terms of this agreement (including the costs for our attempts to make you keep to this agreement).
21. Agree to inspect any smoke or carbon-monoxide alarms in the property regularly, replacing any batteries if necessary. You also agree to tell us as soon as possible if a fault arises in the smoke or carbon-monoxide alarms.
22. This clause applies if there is a guarantor for the tenancy and the guarantee ends because the guarantor dies, becomes bankrupt or cancels the guarantee. If it is reasonable for us to do so, within two months of us learning about this we can give you notice in writing to find a new guarantor within 28 days. We must be satisfied with your choice of guarantor. We will give you reasons as to why we need a new guarantor. That guarantor must then, within 28 days, sign a new guarantee including the same terms as the previous guarantee. This guarantee will then apply from the date the previous guarantee came to an end. You must tell us as soon as you become aware that the guarantor has died or has become bankrupt.
23. It is a condition of this tenancy that anyone living in the property has a 'right to rent' as set out in section 22 of the Immigration Act 2014

**C You must not do the following:**

1. Alter or add anything to the outside or structure of the property, or the furniture, fixtures and household belongings that are on the list that the Landlord and the Tenant will sign. You must not bring into the property any furniture, fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations. You can get information about these regulations from your local Trading Standards office.
2. Anything which may be a nuisance or annoy us or the neighbours. You must not play any radio, CD, record player, television or similar equipment or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside the property between 11 pm and 7.30 am.
3. Cause or permit any blockage to the drains and pipes, gutters and channels in or about the Property.
4. Assign, underlet or part with or share possession of the whole or any part of the Property.
5. Permit any visitor to stay for a period of more than one week within any three month period without the permission of the Landlord.
6. Bring any furniture into the property without the Landlord's permission in writing. (We will not unreasonably withhold this permission.)
7. Tamper with any fire precautions.
8. Hang pictures or posters on the walls without the Landlord's permission in writing. (We will not unreasonably withhold this permission.)
9. Sublet the property or any part of it, or give up the property or any part of it to someone else. And if you do (even if we have given permission) you will be legally responsible for carrying out all 'right to rent checks' as set out in section 22 of the Immigration Act 2014, on any tenants or other people living in the property. You will pay us compensation for any losses, damages, cost, or fines we face as a result of you failing to carry out any right to rent check correctly.

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10. Transfer the tenancy to someone else without our permission in writing. (We will not unreasonably withhold this permission.)
11. Carry on any profession, trade or business in the property.
12. Display any permanent notice on the property.
13. Use the property as anything other than a private home. However, this does not prevent you working at home as long as you are not using the property to run a business and your home working is purely incidental to using the property as your private home and this is not forbidden under the terms of your lease.
14. Block, or allow guests to block, any of the shared areas, if this applies.
15. Dry washing inside the property, except in a ventilated room suitable for these purposes.
16. Keep, use or permit to be used any candles, oil stove, paraffin heater or other portable fuel burning appliance or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
17. Use any gas appliance that has been declared unsafe by a CORGI engineer, or disconnected from the supply.
18. Smoke or allow others to smoke inside the Property
19. Add any aerial, antennae or satellite dish to the building
20. Block ventilators provided in the Property.
21. Remove the noticeboard provided by the Landlord in the communal area of the Property or any of the notices pinned on the board by the Landlord
22. Keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.

**D The Landlord agrees to do the following:**

1. Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available on reasonable terms. This does not apply to the policy excess.
2. Let you have free access to the steps, entrance hall, stairs and all shared areas, if this applies.
3. Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances in the property are checked each year by an engineer registered with Gas Safe, in line with the Gas Safety (Installation and Use) Regulations 1998.
4. Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire) (Safety) Regulations which applied when the furniture was made.
5. Give you back any part of the rent that you have paid for any period that the property could not be lived in because of fire or any other damage that we are insured for (or an appropriate part if only part of the property could not be lived in or used).
6. Keep the structure and outside of the property in good repair.
7. Keep the gas, water, electricity, room-heating and water-heating installations in good repair and proper working order.
8. To provide and pay for a wireless broadband connection and wireless router to the property but not to be responsible for the broadband services or to be responsible if the service provided by the broadband provider is deficient in anyway whatsoever nor to have any further or other liability or responsibility in respect of such wireless broadband connection and router, and the Tenant being solely responsible for communicating with the broadband provider and resolving service problems at the Tenant's sole expense.
9. Refund any rent you have paid which relates to a rental period which starts after the tenancy ends.

Initial here to confirm you have read this page:

**E Serving and Receiving Notices**

1. If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand or send it to you by first-class post to the property address. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. **If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first-class post or left at that address.**
2. If you need to serve any notice on us, you must deliver it by hand or send it by post to the following: Elaine Wolf, 12 Aymer Road, Hove BN3 4GA **This address may change.**
3. If a relevant Local Authority gives Notice or makes an order in respect of the Property, the Tenant shall provide full particulars to the Landlord (or Landlord's Agent) within 7 days. All reasonable steps should be taken to comply with it in consultation with the Landlord (or Landlord's Agent) as is appropriate to the situation.

**F The Landlord may repossess the property if:**

1. you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
2. you (or any of you) become bankrupt;
3. any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance); or
4. the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply.
5. The tenancy is not at that time an assured tenancy (including a shorthold) (for example it is no longer the only or main home of the tenant or at least one of them where the tenancy is a joint tenancy).

**Important warning:** We need a court order to repossess the property. You should contact a solicitor, citizens advice bureau or legal advice centre, who will tell you what this means.

6. We may repossess the property under Ground 1 in Schedule 2 to the Housing Act 1988 (this applies if we have lived in the property as our only or main home or plan to do so). We may repossess the property under Ground 2 in the same Schedule which allows the lender to repossess it.

SIGNED BY THE ABOVE NAMED (LANDLORD):

.....

SIGNED BY THE ABOVE NAMED (TENANT)

..... NAME 1 ( )

..... NAME 2 ( )

..... NAME 3 ( )

..... NAME 4 ( )

..... NAME 5 ( )

Please read next page and sign the Fair Usage Policy which forms part of this Tenancy Agreement

Initial here to confirm you have read this page:

**Elaine Wolf Student Housing  
Fair Usage Policy  
Tenancy Agreement September 1<sup>st</sup> 2020 to July 31<sup>st</sup> 2021  
Relates to: xxxxxxxxxxxxxxxx, Southsea PO4 xxx**

This Policy must be signed by all Joint Tenants and forms part of the terms of the Tenancy Agreement.

**General information:**

The rent quoted in the tenancy agreement includes an allowance for all the utilities for the property (and broadband) for the duration of the tenancy agreement. There is no reimbursement if the allowance is not used in full.

**Fair Usage Policy**

Tenants are subject to this fair and acceptable usage policy.

The purpose of this policy is to ensure that your energy usage is not excessive and kept within reasonable and sensible limits.

Please note that water is not metered at your property and is therefore a fixed sum, so the amount of water you use will not impact on the water bill. **This Fair Usage allowance applies only to gas and electricity.**

The energy allowances are designed to be generous and are fixed at a level where you should have no problem heating your house and water to a reasonable temperature plus other usual energy requirements, so it is very unlikely that you will exceed these limits. We would always let you know in good time if your usage was excessive which would give you the opportunity to adjust things.

**Gas and Electricity Allowance**

The maximum amount in £ allowed for the 11 months of your Tenancy Agreement is £2200.00. If your gas and electricity bills exceed this amount, your landlord reserves the right to apply a Supplemental Charge to cover the amount by which you exceeded the limit. All 5 joint tenants and/or their guarantors will be jointly liable to pay this supplemental charge.

Please sign below:

We, the undersigned, agree to the terms of this Policy in respect of the Gas and Electricity bills and usage at the above property and understand that any supplement due under this Policy must be paid on demand and forms part of the Tenancy Agreement.

SIGNED:

..... Tenant (name )

..... Tenant (name )

..... Tenant (name )

..... Tenant (name )

..... Tenant (name )                      Dated:.....

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