



Hamstead Hall Limited Assured Shorthold Tenancy Agreement

for the premises at

Address – Room , Hamstead Hall, Hamstead Campus,
Birmingham, B20 1AP



Contents

This agreement sets out the conditions of your tenancy. You should read it carefully to make sure it includes everything you need to know and nothing that you are not prepared to agree to. If you are not sure about something in this agreement, you should get independent legal advice before you sign it.

Your landlord will probably print out two copies of this agreement for you both to sign - one for you to keep (known as the 'original') and the other for the landlord to keep (known as the 'counterpart').

This agreement is in eight parts. Each part contains numbered sentences known as clauses. Each clause has a heading which describes what that clause refers to.

Part

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A Definitions

We need to use some legal terms in this tenancy agreement. By providing this list of definitions we aim to help explain some terms that you may find in this tenancy agreement.

| Term | Meaning |
|---|---|
| The premises | This includes any parts of the house or flat, gardens, paths, fences, boundaries or other outbuildings or parking spaces that belong to us and form part of the tenancy. When the tenancy is part of a larger building, the premises include the right to use shared access and other similar facilities. |
| The building | If the premises are part of a larger building, such as a flat in a block of flats, this term means that building and any of its grounds. |
| Landlord, we, us | This includes the person or people who own the premises. This gives us the right to take back the premises at the end of the tenancy. |
| Tenant, you, your | This includes anyone who is entitled to use the premises under the terms of the tenancy. |
| Guarantor | This is someone who agrees to meet your responsibilities under this tenancy agreement if you do not keep to them (for example, paying your rent). |
| The term of the tenancy | How long the tenancy lasts as set out in this agreement and shown in clause B4. |
| Contents | Any of our furniture, furnishings, carpets, sanitaryware (toilet bowls, cisterns, baths, basins, showers and other fittings), decorative features, electrical equipment, other equipment or any floor, ceiling or wall including anything listed in any inventory we supply (see below). |
| Our permission | If the agreement states you need our permission to do something, you must ask us to give you our permission in writing to avoid misunderstandings later. |
| Inventory and condition of the property | The document (in Section G) we have had prepared showing details of our fixtures, fittings, furnishings, equipment and so on, including the condition of the premises in general. We will rely on the inventory at the end of the tenancy to assess any damage (other than reasonable wear and tear), so you should check it carefully at the start of the tenancy. |

B Main terms of this agreement

1. Date on which the agreement is made: **17 September 2011**
2. The people involved:
 - 2a Us (the landlord): **Hamstead Hall Limited**
Address: **10th Floor West
144 High Street
West Bromwich
B70 6JJ**
 - 2b You (the tenant):
Address:

3. The premises (full address): **Room
Hamstead Hall
Hamstead Campus
Birmingham
B20 1AP**

4. The term of the tenancy:
Beginning on: **17 September 2011**
Ending on:

5. The rent:

You must pay the rent in advance in three instalments on or before 17 September 2011, 16 January 2012 and 23 April 2012 (to cover the academic term ahead) for the term of the tenancy or annually in advance on or before 17 September 2011. The first payment is to be paid by Debit/Credit card or direct bank transfer and must be paid before keys will be issued to you for you to move in. The second and third payments will be collected by Direct Debit unless otherwise agreed by us in writing.

6. Guarantor's name:
Address:

C Signatures

Your landlord will probably print out two copies of this agreement for you both to sign – one for the landlord to keep (known as the 'counterpart') and the other for you to keep (known as the 'original').

Important - by signing this agreement, you agree that you have read and accept the full conditions of your tenancy.

The clauses in part B set out the rent you have agreed to pay and the length of the tenancy, our (as the landlord) and your (as the tenant) details and the premises to which this agreement applies.

The clauses in parts C to H set out your and our responsibilities under this agreement.

By law, you must keep to the terms in this tenancy agreement once you and we have signed and dated both parts of the agreement (see clause B1).

Our signature (the landlord)

.....

Hamstead Hall Limited

Your signature (the tenant)

.....

Printed name:

D General clauses

1. **Housing Act 1988**

This agreement is for an assured shorthold tenancy as defined in Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. Section 21 of this Act sets out the conditions under which we can take the property back.

2. **Our address for serving notices**

Section 48 of the Landlord and Tenant Act 1987 says we must give you an address where you can serve a notice (or notices) on us if you need to in relation to this agreement. Please use our address in clause B2a.

3. **Serving notices properly**

If either we or you serve a notice under this agreement, we will treat it as being served properly if it is delivered by hand or sent by recorded or registered delivery or by first class post. We will assume it has been received two working days after the date it was posted. However, if it is delivered by hand before 5pm, it will be treated as being served on the next working day. If a notice is not served properly it will not be valid.

4 The accommodation includes your room (as specified on the front cover) and access to a shared kitchen and bathroom. You may also access the common areas of the building.

5. It is a term of this agreement that you are at all material times a student in full time education and that you will provide evidence of this at the same time as signing this agreement and on request at any time during the tenancy. Any change occurring to this status which results in you no longer being a student in full time education will require you to surrender this agreement. You will however remain liable for the rent under this agreement until another tenant who is not already in our accommodation and who is reasonably acceptable to us enters into a tenancy agreement for the remainder of this tenancy agreement.

E Your responsibilities

You agree to the following:

1. **Rent**

To pay rent as set out in clause B5.

2. **To pay interest if you pay your rent late**

To pay interest at 4% over the base rate of Royal Bank of Scotland plc (which we work out each day) on any rent you owe which is more than 14 days late. If the landlord charges this interest you will pay interest from the date you should have paid the rent until the date you actually pay.

3. **Acceptance of premises**

You accept the premises as being in good and rentable repair and condition and fit for the purpose for which they are let unless you inform us otherwise within 48 hours of the start of the tenancy.

4. **Bank charges**

To pay any bank charges we are charged by our bank if your cheque, direct debit or standing order is cancelled or not paid for any reason.

5. **Council tax**

You will provide a copy of your enrolment letter as proof of your student status and exemption from Council Tax.

6. **TV licence**

You must pay the TV licence (which is required to watch IPTV) for the term of the tenancy.

7. **Costs**

You must repay our reasonable legal and other costs if we take any action against you for not paying any amounts you owe or if you do not meet any of your other responsibilities listed in this agreement.

8. **Taking care of the premises**

You must keep the inside of the premises and all fixtures and fittings in good and clean condition (this does not include reasonable wear and tear).

9. **Report faults**

You must inform the Accommodation Office within 24 hours of any repairs which are required in the premises. You may be legally responsible for any loss or costs which are as a result of a repair or fault you do not tell us about.

10. **Allow us access to your home**

During the tenancy, as long as we give you at least one working day's notice (except in an emergency), you must allow us or our employees into the premises to:

- inspect the condition of the premises;
- carry out repairs or alterations to the premises or the premises next door; and
- carry out our legal responsibilities as the landlord.

E Your responsibilities continued...

11. Regulations for shared areas

You must keep to the regulations for managing the shared areas of any building you live in with other people. We have attached a copy of the common regulations to this agreement.

12. Not overload electrical circuits

You must not overload the electrical circuits by using inappropriate multi-socket electrical adaptors or extension cables when connecting equipment to the mains.

13. Prevent condensation and heating

You must take reasonable care to heat and ventilate the premises to help prevent condensation. If there is condensation, you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.

You must not keep, store or use any gas or oil heaters or other fuel burning appliances, including candles in or upon the Premises.

14. Rubbish and storage

You must remove all rubbish from the premises by putting it in black bin bags in the dustbin or the large waste container provided outside.

15. Parking

You may only park on the premises after purchasing a parking permit from the Accommodation Office. Please park within the marked spaces and show courtesy to other residents.

16. Insurance

We will provide contents insurance. A copy of the insurance certificate will be provided to you on arrival at the premises. Please consider if you require additional insurance.

17. How you can use the premises

You must not use the premises or the building for anything illegal or immoral.

You must not use the premises or the building for any registered trade or business.

You must only use the premises as your home.

18. Not change locks

You must not change or install any locks on any doors or windows at the premises or the building, or have any extra keys cut for any locks without our permission in writing. If you lose the keys to the premises or the building, you must report this to the Accommodation Office and pay us any costs to supply and fit replacement locks.

19. Not alter the premises

You must not change the inside or outside of the premises in any way, including the IT equipment.

E Your responsibilities continued...

20. **Not damage the premises**

You must not damage the premises or the building, or allow anyone else to damage them. You must advise the Accommodation Office of any damage to the premises or the building so that we can make repairs.

21. **Not damage installations**

You must not change, damage, alter with or interfere with the electrical, lighting, hot water or heating installations or fixtures or any of the kitchen units and appliances or sanitary fittings or any other fixtures and fittings. You must not remove these items from the premises or the building.

22. **Not transferring your legal rights**

You must not transfer this tenancy to anyone else or take in lodgers, sublet, give up or share any part of the premises.

23. **Nuisance and noise**

You must not do anything at the premises or the building (including playing any radio, television or musical instrument) which causes a nuisance to or annoys us or your neighbours or which might reasonably be considered to be antisocial behaviour. In particular, you must not play any music which can be heard outside the premises between 11.00pm and 8.30am.

24. **Harassment**

You and anyone visiting your premises must not harass anyone for any reason so that anyone in the building is offended and cannot live there peacefully.

25. **Not place notices on the premises**

You must not place any sign, poster, or item of clothing on the premises which can be seen from the outside.

26. **Not fix an aerial or satellite dish**

You must not fix any aerial or satellite dish on the premises or the building, or install cable television or telephone cables.

27. **Not fix blinds to windows**

You must not fix blinds to the windows of the premises.

28. **Animals and pets**

You must not keep any animals, reptiles, insects, rodents or birds at the premises.

29. **Our contents**

You must not remove the furniture, equipment and belongings shown in the inventory from the premises.

30. **Shared areas**

You must not block any shared passageways, hallways and staircases, or keep any bicycle, pushchair or other item in any shared area of the premises or building. You must also not hang any clothes or other items on the outside of the premises.

E Your responsibilities continued...

31. **Not fix items to walls**

You must not fix any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, Blu-tack or similar fixings except a reasonable number of picture hooks. You must repair or pay us the reasonable costs of repairing any unreasonable damage, marks or holes caused by, or as a result of, removing any fixings.

32. **Laundrette equipment**

You cannot make any claim against us for any compensation for any loss or damage caused as a result of the equipment in the laundrette breaking down and damaging your belongings.

33. **Claims for food in your freezer**

You cannot make any claim against us for any compensation for any loss or inconvenience you suffer if the fridge or freezer (if you have either or both of these) breaks down and causes your food to thaw or become unfit to eat.

34. **Other claims**

Unless it is covered by insurance, you cannot claim against us for compensation for:

- any damage our agents, workmen or other staff cause;
- a fault in any pipes, staircase or anything in the premises or building;
- anything which any caretaker in the building does or does not do; or
- any inconvenience you suffer when we carry out work to the premises or the building (including work to premises next door or buildings we own nearby), such as decorating or carrying out repairs or alterations.

35. **Notices**

You must give us copies of any notices, documents, proceedings or letters which relate to the premises as soon as you receive them.

36. **Infestations**

During the tenancy you must take reasonable measures to keep the premises free of vermin (for example, rats), fleas or parasites. If the premises become infested because of something you have or have not done, you will have to pay the appropriate costs of putting this right and cleaning any parts of the premises which are affected.

37. **Payments made on your behalf**

If someone else pays us rent on your behalf, we will use this money in relation to this tenancy only. In no circumstances will we use this money to create a new tenancy for any other person.

38. **Fire protection**

You must not tamper with our fire prevention and control equipment. You must vacate the Building (and ensure that any guests do so) immediately when the fire alarm is sounded.

You must not use the designated fire escapes except for the purposes of emergency exit.

39. **Visitors**

You are responsible for the conduct of your visitors. Guests must be signed in at security reception on arrival and signed out at security reception on departure.

E Your responsibilities continued...

40. When the tenancy ends

- a. You must repair any wall or other surfaces on which you have hung photographs, pictures, posters and so on.
- b. You must leave all our furniture and fittings (as shown in the inventory) in a good, clean condition (apart from reasonable wear and tear) in the same rooms as they were in when you moved in.
- c. You must pay the cost of redecorating any rooms or part of the premises which you decorated or changed without our written permission.
- d. You must arrange to return any television or other equipment or appliance you have hired or rented to the company you rented it from.
- e. You must give the premises back to us and return the keys to the premises at the end of the tenancy to the place or person we have agreed with you.
- f. You must remove your personal belongings and any rubbish and leave the premises and our furniture, fixtures and fittings in good condition. You also agree that if you leave any personal belongings in the premises at the end of the tenancy we can choose to either:
 - remove any of your belongings you leave in the premises after the end of the tenancy; or
 - charge you rent at the rate set out in this agreement until you remove your personal belongings and hand back all the keys to the premises and the building.
- g. You must vacate the premises by 10am on the day that the tenancy ends.
- h. You will ensure, jointly, with the other users of the common areas that the areas are left in the same clean condition as they were at the start of the tenancy.

F Our responsibilities

We agree to do the following:

1. Cleaning

We will make sure the premises are in a clean and tidy condition before your tenancy starts and make sure all appliances are in good condition and working properly and clean the communal areas in accordance with the ANUK code for Larger Developments.

2. Other payments for the premises

We will pay any other bills for the premises during the tenancy except any amount which you have to pay under part E of this agreement.

3. Not increase the rent

We will not increase the rent during the tenancy.

4. Our appliances

We will take reasonable steps to make sure the gas and electrical appliances, and other similar mechanical appliances in the premises for which we are responsible, work properly. We will repair them at the start of and during the tenancy, as long as the repairs are needed as a result of reasonable wear and tear.

5. Repairs

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 applies to this agreement. This means that we are responsible for repairing and maintaining the installations in the premises which supply water, gas and electricity, and any sanitaryware (basins, sinks, baths, toilet bowls, cisterns, showers and so on), but not other fixtures, fittings and appliances for using water, gas or electricity. We will repair and maintain the installations in the premises for general heating, cooking and heating water. We will take account of the age, character and life of the premises and the area they are in to decide what level of repair we need to carry out.

6. What we do not have to repair

We will not have to repair:

- a. anything which you are responsible for repairing;
- b. the premises if they are totally destroyed or damaged by a storm or flood; or
- c. anything which you are entitled to remove from the premises.

7. Quietly enjoying the premises

We will allow you to quietly enjoy the tenancy. This means you can live in your home without any illegal interruption from us or others on our behalf as long as you have paid the rent and carried out your responsibilities as set out in this agreement.

8. Insurance

We will keep the premises and our contents (if any) insured for any amounts we feel appropriate. We will insure the premises against fire and other risks normally covered by a comprehensive household insurance policy and any other risks we consider necessary.

We will insure your contents against flood, fire and theft subject to the limitations and exclusions of the relevant insurance policy which are described in the insurance documentation which you will receive upon arrival at the premises. Please consider if you require further insurance.

F Our responsibilities continued...

9. **If you cannot live in the premises - suspending your rent**

If the insurers consider that you cannot live in the premises because of damage to them or the building by any insured risk and the damage is not your fault, or they have not been damaged as a result of something you have or have not done (we call this negligence), you will not have to pay any rent until you can live in the premises again. Or, you may give us written notice to end the tenancy immediately. If you end the tenancy we will pay you any rent you have paid to us for any period after the end of the tenancy.

10. **Not paying you compensation**

We will not pay you any compensation if you cannot live in the premises and we have told you that you do not have to pay us rent until you can live in the premises again.

11. **Suspending part of the rent**

If you cannot live in or use part of the premises you will not have to pay a percentage of the rent until the whole premises are fit to live in again.

12. **Arbitration**

If we and you cannot agree on a percentage to pay under clause F11 above, we may use arbitration to sort the matter out (under arbitration an independent professional will settle any dispute between us), as long as you and we agree and agree to share the cost of arbitration. This clause does not affect either our or your right to take a dispute to the courts in the usual way.

G Inventory and condition of the premises

We and you agree to the following:

1. **Inventory**

We will be responsible for providing a bed (complete with mattress and pillow), curtains, carpet, bedside cabinet, wardrobe, desk and chair in the premises. In the communal kitchen, we will provide adequate kitchen appliances including cookers, microwaves, fridges and freezers.

2. **Accepting the inventory**

You will check the inventory when you move into the premises and unless you tell us otherwise, we will assume that you agree to the inventory and description of the condition of the premises as being a true and full record of the condition of the premises at the time you moved into the property.

3. **Checking the inventory**

At the end of the tenancy, we will check the inventory. We expect that furniture described in G1 to be returned to us in good condition (subject to wear and tear during the tenancy).

H Ending the tenancy

1. Our right to re-enter the property - known as forfeiture

The Protection from Eviction Act 1977 protects you from us ending your tenancy immediately. It says we must get a court order to repossess (take back) the premises if you break the tenancy and you have failed to put right or sort out the problem in a reasonable time.

If you are not sure about your rights or you need more information to help you understand this clause, you should get advice from a solicitor or your local Citizens Advice.

We are entitled to repossess the premises, and this tenancy will end immediately, if you:

- a. do not pay all or any of the rent 14 days after it was due, whether or not we have formally asked you to pay it;
- b. do not keep to any significant agreement or major responsibility in this agreement;
- c. have a bankruptcy order made against you or your guarantor, or you transfer your estate or sign any deed of arrangement for the benefit of your creditors; or
- d. leave the premises and do not mean to return.

2. Grounds for grant of possession

A court will grant us possession if any of the circumstances mentioned in the following grounds (reasons) shown in the Housing Act 1988 (as amended by the Housing Act 1996) applies:

Ground 8

At both the time that we give notice that we will start court proceedings and at the time of the court proceedings you are still:-

- a. at least eight weeks behind with your rent if you pay rent every week or every fortnight;
- b. at least two months behind with your rent if you pay rent every month;
- c. at least three months behind with your rent if you pay rent every three months;
- d. at least three months behind with your rent if you pay your rent each year.

3. Possible grounds for grant of possession

The court might grant us possession in the following circumstances:

Ground 10

At both the time we give notice that we will start court proceedings and at the time of the court proceedings you owe some rent.

Ground 11

You have a history of often being behind with your rent.

Ground 12

You have broken one or more of your responsibilities under the tenancy agreement.

H Ending the tenancy continued...

3. Continued...

Ground 13

The condition of the premises or the shared areas of the building of which the premises is part of has deteriorated because of your behaviour or that of any other person living there.

Ground 14

You, or someone living or visiting the premises, have been guilty of causing a nuisance or annoying neighbours. Or, a person living with or visiting you has been convicted of using the premises, or allowing it to be used, for illegal purposes or has committed an offence which is one they can be arrested for in the premises or in an area near the premises.

Ground 15

The condition of the furniture has deteriorated because it has been badly treated by you or someone living at the premises.

Ground 17

We gave the tenancy to you after you or a person acting on your instructions gave a false statement.

If any of these conditions apply to you, we may re-enter the premises and the tenancy will end.

However, if any of these conditions apply and you are living in the premises, we will not repossess the premises without getting a court order first.

Any action we take to repossess the premises will not restrict or limit any other legal rights we may have.

4. **Giving notice at the end of the fixed term**

You must give us at least one month's notice in writing when you want to end the tenancy. The notice must not end before the last date of the tenancy set out in clause B4 and must end on the day before the rent is due. You will still be legally responsible for paying the rent and for all other responsibilities under this agreement until the notice ends and you have moved out of the premises.

5. **Our actions at the end of the fixed term**

We will give you two months' notice in writing to confirm that your tenancy will end on the date in B4. If you wish to extend your tenancy please contact the Accommodation Office who will agree this with you.

ATTACHMENT 1

REGULATIONS FOR THE SHARED AREAS OF THE BUILDING

You must not do the following:

1. You must not block any cisterns, waste or soil pipes or rubbish chutes in the building (if there are any) and you must keep them free from rubbish.
2. You must not allow any rubbish to build up in the premises or the building and you must put all rubbish in the bins outside. You must not pour any oil, grease or other substance down any drain or pipe in or around the premises which might be dangerous or damage the drainage system.
3. Between 11.00pm and 8.30am you must not:
 - a. play or use any piano, record player, radio, loudspeaker or mechanical or other musical instrument;
 - b. use any equipment or machinery of any kind (such as a vacuum cleaner);
 - c. sing loudly; or
 - d. make any other noise which could annoy any of your neighbours, or be heard outside the premises.
4. You must not:
 - a. hang clothes or other items outside the premises; and
 - b. place any pot, flowerpot, window box or any container of any kind on any window sill or concrete or stone ledge of the premises or the building.
5. You must not throw rubbish out of any window of the premises or shake any mat out of the windows.
6. You must not keep or bring any bird, dog or other animal into the premises or into the building.
7. You must not bring or keep on the premises anything which is or may become, in our opinion, unclean or unsightly.
8. You must not park cars in any yard, garden or driveway of the building. Parking is only allowed in the marked areas with a valid car parking permit (which is available from the Accommodation Office).

ATTACHMENT 2

NOTE: This addendum has not been written under the Plain English Campaign Crystal Mark.

GUARANTOR ADDENDUM

This guarantor addendum relates to the tenancy agreement dated 17 September 2011 commencing on **17 September 2011**.

Landlord: **Hamstead Hall Limited**
Address: **10th Floor West
144 High Street
West Bromwich
B70 6JJ**

Tenant:
Address:

Guarantor:
Address:

Premises: **Room
Hamstead Hall
Hamstead Campus
B20 1AP**

Term: **17 September 2011 to**
Rent: Weekly rent of
Payable: Termly in advance as detailed in the tenancy agreement detailed above

Landlord and guarantor agreement

In consideration of the landlord granting to the tenant the tenancy detailed above, the guarantor guarantees to the landlord that if at any time during the term of the tenancy or any extension of the term the tenant shall:

- a. default in payment of rent the guarantor will on demand pay the rent to the landlord to include any increased rental subsequently agreed between the landlord and tenant; and
- b. fail to observe or perform any of the obligations, undertakings or conditions contained in the tenancy agreement

the guarantor will indemnify the landlord immediately on demand in respect of any losses, damages, expenses and costs incurred by the landlord as a result of the tenant's default which the landlord is unable to recover from the tenant.

Signed by the guarantor:..... Witnessed by:

Name:
Address:
.....
.....
Occupation: