This Tenancy Agreement is for the letting of furnished residential accommodation on an Assured Shorthold Tenancy within the provisions of the Housing Act 1988 as amended by the Housing Act 1996.

As such this is a legal document and should not be used without adequate understanding.

DATE: ____/___/

LANDLORD:

TELEPHONE:

TENANTS:

1.	
5.	

DWELLING HOUSE:

The dwelling house will be let for a fixed term of 52 weeks commencing __/__/__ and expiring on __/__/__.

RENT: Weekly rental with bills included package at £___ per person, per room, per week payable in advance in instalments as follows:

Summer retainer is charged at half weekly rate and commences at the beginning of the contract (___/___), and lasts for 8 weeks.

The three remaining blocks of rent are payable at the beginning of each term in blocks of 15, 15 and 14 weeks.

The **Deposit of £250** is payable in _____ and will be protected by <u>www.mydeposits.co.uk.</u>

This agreement creates an **ASSURED SHORTHOLD TENANCY** within the meaning of Part 1, Chapter 11 of the Housing Act 1988. The Landlord has an absolute right to recover the possession at the expiry of the fixed term and at any point thereafter by following the procedures as specified in Section 21 of the Housing Act 1988, as amended.

If the landlord believes that the tenant has broken any of the parts of this agreement, and wishes to recover the possession of the dwelling house prior to the end of the fixed term, the tenant must first be served with notice in accordance with Section 8 of the Housing Act, as amended.

The **Tenants** agree with the landlord:

- **1.** To pay the rent as it becomes due and outlined above. Late rent will carry a 4% surcharge added monthly and will incur an administration charge of £20 for each late rent letter reminder.
- 2. Not to decorate the dwelling house without first obtaining the permission of the landlord.
- **3.** To use the dwelling house as a private residence only (i.e. not to run a business from the dwelling house).
- 4. Not to sublet the dwelling house, any part thereof.
- 5. Not to keep pets at the property.
- 6. The tenant(s) agree not to allow smoking in the property.
- 7. The tenant(s) will comply with the Declaration of Understanding as attached.
- 8. Tenants must ensure that the fire escape routes in the property are kept clear and unobstructed by unwanted furniture or rubbish. Please also ensure that firefighting equipment is not tampered with or moved from its station unless needed for use. If the fire alarm sounds, you must vacate the building immediately by the nearest fire exit.
- **9.** To allow the landlord access to the dwelling house for the purposes of inspecting its condition, or carrying out repairs, provided they have given the tenants 24 hours' notice. In the case of an emergency the 24 hours' notice period will not apply.
- **10.** To allow the landlord reasonable access to the dwelling house in order that future tenants may view the property from November onwards.
- **11.** The tenants shall keep the house clean and tidy and return the house in the same condition as when the tenancy began. The cleaning will be judged as a whole house and not on an individual basis.
- **12.** Cleaning and property maintenance will be carried out during the month of July. Belongings maybe be stored at the property from the beginning of the tenancy.
- 13. During the months between November and February the central heating should be operating on a minimum of 17 degrees centigrade for a minimum of 5 hours every day at the Dwelling house. Rooms should be ventilated for an hour each day to ensure adequate ventilation.
- **14.** All rubbish must be put out on a weekly basis depending on which colour bag week it is, as defined by Swansea City Council.
- **15.** Please note that once the tenancy agreement has been signed, each tenant can only be alleviated from the tenancy agreement and its legal obligations in the event of a suitable replacement being found during which time they will be responsible for paying the rent. In the event of a student not taking up the tenancy after the contract has been signed, the deposit will be forfeit.
- 16. Should the landlord wish to serve notice on the Tenant(s) under Section 8 or Section 21 of the Housing Act 1988, the notice will be deemed served if sent by first class post to the Dwelling House.
- 17. Should any of the tenant(s) belongings be left in the house after the tenancy has ended, the landlord will only retain them for 28 days. The Landlord will be entitled to assume that the belongings are no longer required if not contacted in writing by the tenant(s) within the period.

18. The dwelling house along with our contents will be insured by us but you will be responsible for arranging insurance cover for your personal possessions.

The Landlord agrees:

- 1. To allow the tenants quiet enjoyment of the Dwelling House.
- **2.** To carry out necessary repairs, other than those caused by malicious acts by the tenant(s) or any other person that was in the dwelling house with the permission of the tenant(s).
- **3.** To follow the procedures for recovering possession of the dwelling house as stated in the Housing Act 1988 (as amended) and to comply with the provisions of the Protection from Eviction Act 1977 (i.e. not to evict the Tenant(s) without first obtaining a Court Order.
- 4. We will ensure that the property is in good condition at the time it is let to you. Should you have any concerns regarding the condition please advise us within 7 working days of moving in so that we may rectify any issues.
- 5. We will carry out annual checks as are our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Insulation and Use) Regulations and Inspection and Servicing of the Fire Alarm System and the Fire Extinguisher Service Report.
- 6. To pay the gas, electricity, water rates, TV licence & Virgin Broadband (or equivalent) for the duration of the tenancy. The gas and electricity usage is based on average usage for a 5 bedroom property. If usage exceeds the upper limit, we will notify you so you may adjust usage accordingly. Any usage over and above will be charged.
- **7.** That as part of this agreement, personal data will not be shared other than for the purposes of providing the services included within this agreement, and no data will be transferred outside of the EEA.

Should the Tenant(s):

- 1. Be at least 14 days late in paying the rent or any part of it, whether or not the rent has been formally demanded , or break any of the terms of the agreement then subject to all relevant statutory provisions, the landlord may recover the dwelling house thorough the County Court and the tenancy will end.
- 2. If any part of this agreement is found to be void or unenforceable, it will be severed from the rest of the agreement so that it is ineffective to the extent that it shall not affect the viability of the balance of the agreement which shall remain valid and enforceable according to its terms.

Signed by LANDLORD:Date:					
Signed by Tenants:					
1Date:					
2Date:					
3Date:					
4Date:					
5Date:					

Tenant 1		
Name		
Address		
Mobile No.		
Home Address		
Student No.		
Email		

Tenant 2		
Name		
Address		
Mobile No.		
Home Address		
Student No.		
Email		

Tenant 3	
Name	
Address	
Mobile No.	
Home Address	
Student No.	
Email	

Tenant 4	
Name	
Address	
Mobile No.	
Home Address	
Student No.	
Email	

Tenant 5		
Name		
Address		
Mobile No.		
Home Address		
Student No.		
Email		