

TENANCY AGREEMENT

Under part 1 of the Housing Act 1988 as amended under part 3 of the Housing Act 1996.

Note: If you pay a deposit, we will deal with it under one of the Government-approved schemes.

DATE: _____

This agreement is between us:

Student Cribs Limited

("the landlord")

and you (individually and together):

Tenants Name

Tenants Name

Tenants Name

Tenants Name

Tenants Name

Tenants Name

Tenants Name

Tenants Name

Tenants Name

Tenants Name

("the tenant")

The rent is **£rent** every calendar month

Tick the box to show that you agree to Student Cribs Ltd collecting a bank mandate form from each tenant instructing their bank to transfer four quarterly payments of rent to Student Cribs Ltd. The quarterly payments will be due on the following dates **26th June 2012, 26th September 2012, 26th December 2012 and 26th March 2013.**

A Student Cribs Ltd let out the property at:

1. **Full Address**

To you (individually and together) as well as the furniture, fixtures and household belongings that are on the 'check in' report that you and we sign at the beginning of the tenancy. The amount of rent is shown on this page and both you and we must keep to the terms below.

2. You will have the property and the furniture for **12** months from **3pm on 1st July 2012 to 9am on 30th June 2013.**

3. If at the end of this time, you want to continue the tenancy and you have not already received from us two months' notice to end the tenancy, it will carry on from month to month as a monthly contractual tenancy. You must give one month's notice to end it. This notice must end on a rent payment day.

4. This agreement is an assured shorthold tenancy (as per section 19A of the Housing Act 1988). The 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. The landlord giving a section 21 notice 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 will tell you what this means.

5. Student Cribs Ltd will let the property to you (individually and together) and only you and

**tenants name,
tenants name,
tenants name,
tenants name,
tenants name,**

**tenants name,
tenants name,
tenants name,
tenants name,
tenants name,**

will be allowed to live there.

6. No children are allowed to live in the property without our permission, in writing (which we will not unreasonably withhold).
7. No animals are allowed in the property without our permission, in writing (which we will not unreasonably withhold). If permission is granted, we will require an additional sum of £500 to be added to your deposit. We can withdraw this permission if we have a good reason with immediate effect.
8. No smoking is allowed in the property. You agree to pay for the cost if any damage, cleaning and/or redecoration are required as a result of you / your guests smoking in the Property.
9. No satellite, cable television or telephone is to be installed at the property without our permission, in writing (which we will not unreasonably withhold). Where consent is granted, you must meet all costs for installation, removal and making good any damage.
10. Each tenant must pay a deposit of **£**. Any interest accrued on the deposit monies under the Government's 'Deposit Protection Service' will be returned to the tenant at the conclusion of the tenancy period. Deposits shall be returned at the conclusion of this contract, provided the tenant has kept to all the conditions of this contract and paid all outstanding rent and bills for the property. Student Cribs Ltd may deduct from your deposit any outstanding rent, the reasonable costs of making good any damage (not attributed to fair wear and tear), other monies legally owed to us, or reasonable compensation if you have broken any of your agreements. Student Cribs Ltd reserves the right to retain deposit monies until the tenant provides satisfactory proof that all utility bills (electricity, gas, water, phone, and cable/satellite) have been paid up until the last day of the tenancy. Failure to do so may result in reasonable deductions from the tenant deposit to cover these costs. If an agreement cannot be reached between Student Cribs Ltd and the tenant regarding the financial cost of any breach of this contract, the matter will be decided by the County Court.
11. You cannot use the deposit to pay rent under this agreement.
12. If there is more than one tenant, **head tenants name** is chosen to deal with the deposit on your behalf (jointly and individually) and on behalf of anyone who is not a tenant. That person can be replaced as your representative, by another of the tenants, as long as the majority of you tell us in writing.
13. If you owe rent or any other money you must pay under the agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 3% above the base rate used by the Royal Bank of Scotland. 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.

14. We may keep keys to the property.
15. We may remove, store or sell or otherwise 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. You will be responsible for all the reasonable costs which we may have because of this. We are entitled to take the costs and any money you owe us from any money made from selling the furniture or goods.

B You must do the following:

1. Pay rent on the days and in the way we have agreed.
2. Pay our reasonable costs for sending reminder letters. These will be £50 for each reminder. These will be sent to you within 7 days of missing the payment date.
3. Pay our reasonable costs for any cheque that does not clear or any unpaid direct debit or debit- or credit-card or standing order payment. These will be £50 each time this happens.
4. 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.
5. 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 based and any shared access, 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, in writing) and carry out the work. You will have to pay us for the reasonable cost of this work.
6. Pay for all electricity, gas, water, TV license, phone and council tax bills relating to the property that apply during the tenancy.
7. 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 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.
8. Whenever you leave the property unattended, you must lock all the doors and windows and put the burglar alarm on (if there is one). You should tell us if the property is going to be empty for more than thirty days in a row.

9. If you give us notice that you are going to leave the property before this agreement has ended, you must pay our reasonable costs for reletting the property and pay the rent until a new tenant moves in. We do not have to take the property or the tenancy back from you early unless we want to do so.
10. 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' written notice if we are going to enter the property. You must let us enter the property immediately if there is an emergency.
11. Tell us, in writing, 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.
12. Please consider the local community and residents in the area and only park your vehicles in designated parking spaces without causing an obstruction.
13. Pay the reasonable costs for replacing locks if you fail to return any key.
14. Pay any reasonable cost for getting replacement keys.
15. Allow possible new tenants and buyers to look at the property (on at least 24 hours' written notice) during the tenancy.
16. 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.
17. 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.
18. Be responsible for looking after the garden. You must keep it tidy and clear of rubbish. You do not have to improve the garden.
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.

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 you and we signed. 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. You will not alter, change or install any locks on doors or windows in or on the premises or have additional keys made for any locks without prior written consent from us. If your keys are lost or

stolen you must tell us immediately. You may be required to pay us any costs incurred by replacing the relevant locks.

3. 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.
4. Bring bicycles, motorcycles, and prams into the property without our permission, in writing (which we will not unreasonably withhold).
5. Bring any furniture into the property without our permission, in writing (which we will not unreasonably withhold).
6. Tamper with any fire precautions.
7. Hang pictures or posters on the walls without our permission, in writing (which we will not unreasonably withhold).
8. Use Blu-Tack or any similar type of adhesive on the walls.
9. Sublet the property or any part of it, or give up the property or any part of it to someone else.
10. Transfer the tenancy to someone else without our permission, in writing (which we will not unreasonably withhold).
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.
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 such purposes.
16. Use any paraffin or portable gas heater.

D We agree 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.
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.
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.

6. Keep the structure and outside of the property in good repair.
7. Keep the gas, water, electricity, space-heating and water-heating installations in good repair and proper working order.
8. Refund any rent you have paid which relates to a rental period which starts after the tenancy ends.

E 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.**

If you need to serve any notice on us, you must deliver it by hand or send it by post to the following address.

Student Cribs Ltd, 22 Norland Road, London, W11 4TR

This address may change.

F We may repossess the property if:

- You fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- You (or any of you) become bankrupt;
- 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 the tenancy term and causing a nuisance or annoyance); or
- The arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply.

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.

Our signature:
(Student Cribs)

Your signatures:
(Tenant)