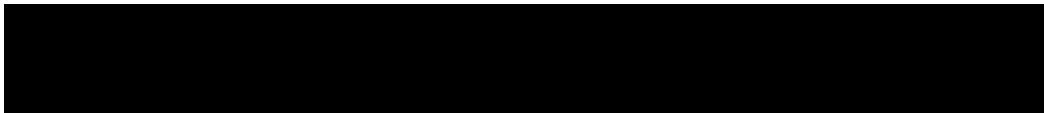




STUDENT CRIBS

# Assured Shorthold Tenancy Agreement For

Bedroom 1



Tenants:



# 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.

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

A – Definitions

B – Main Terms of this Agreement

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Attachment 1 - You must not do the following

Attachment 2 – Schedule of Rental Payments

Attachment 3 - Guidance on Legionnaires' disease for Tenants and residents of rented domestic accommodation

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H – Signatures

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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.

### **Bedroom**

A bedroom within the premises nominated by a Tenant before the date of this agreement. The Bedroom nominated by each Tenant is specified in the description of the rent in part B and the Tenants are not permitted to change their nominated bedroom. Only the Tenant occupying a particular Bedroom is responsible for compliance with any obligations specified in this agreement in relation to that Bedroom. A Bedroom shall be regarded as being an Unoccupied Bedroom if it was intended to be occupied by one of the Tenants but ceases to be so occupied during the tenancy (and vice versa). This will not release the Tenant that previously occupied the Bedroom from any obligations in relation to that Bedroom until he or she is expressly released from those obligations.

### **Communal Areas**

The areas of the premises which are intended for use by all of the Tenants and their guests or invitees including (if applicable) the kitchen, lounge, dining room, the entrance halls, corridors, stairways and landings and bathrooms but excluding any en suite bathrooms and Bedrooms.

### **Landlord, we, us**

This includes the person or people who own the premises and their successors in title. This gives us the right to take back the premises at the end of the tenancy.

### **Tenants, Tenant, you, your**

"Tenants" means everyone who is entitled to use the premises under the terms of the tenancy.

"Tenant" means any one person who is a entitled to use the premises under the terms of the tenancy.

You are all responsible Jointly and Severally for some of the Tenants' responsibilities/ obligations.

Which ones are indicated in this agreement.

### **Joint and several liability**

Joint and several liability means that both individually and jointly all of the Tenants are individually

and jointly responsible for paying rent and for all other Tenants' responsibilities during the tenancy.

### **Tenant's Share**

The share of any amounts due in terms of this agreement for which any Tenant is responsible and where it is in relation to:-

(a) the rent, this means the sum specified in respect of the Bedroom occupied by the Tenant.

(b) Council Tax, this means a fair proportion of the Council Tax attributable to the Tenant and where the Tenant has entered this agreement on the basis that he or she is exempt from Council Tax then this shall be equal to any Council Tax payable in respect of the premises as a result of the Tenant failing to claim exemption from Council Tax.

### **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, sanitary ware (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 premises**

The document 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.

### **Unoccupied Bedroom**

Any bedroom in the premises which is not intended to be occupied by any of the Tenants under this tenancy agreement or similar agreements in existence during the tenancy. An Unoccupied Bedroom shall be regarded as being part of the Communal Areas if it is in fact accessed by any of the Tenants their guests or invitees.

### **Managing Agent**

The agent we ask to manage the premises and tenancy on our behalf.

**Month**

One 'calendar' month (for example, January, February and so on), not just four weeks.

**Utilities**

Electricity, gas, water, sewage, communal TV licence, telecommunications and data and other services and utilities to or from the premises (including broadband).

**Right to Rent**

The provisions of the Immigration Act 2014 and subsequent amendments, additions or replacements and guidance to the same that pertain to the requirements upon Landlords and Tenants.

## B – Main Terms of this Agreement

1. Date on which the agreement is made: 25/01/2021

2. The people involved:

a. Us (the Landlord): MRF Managing Trustee No.1 Limited (incorporated and registered in Jersey under company registration number 115946) and MRF Managing Trustee No.2 Limited (incorporated and registered in Jersey under company registration number 115947) , in their capacity as joint managing trustees of the Student Cribbs Unit Trust I and whose address for service in England is c/o Student Cribbs Limited of St Albans House, 57-59 Haymarket, London, SW1Y 4QX ("the Landlord"/"We"/"Us" as appropriate; and "Our" shall be construed accordingly)

Address: St Albans House, 57-59 Haymarket, London, SW1Y 4QX

b. You (the Tenant):

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

3. The premises: [REDACTED]

4. The term of the tenancy:

Beginning at 3pm on: 31/08/2021

Ending at 9am on: 31/08/2022

5. The rent: Bedroom 1 (as per floorplan sent via email)

£8 [REDACTED] as detailed in Attachment 2

You must pay the rent in advance for the term of the tenancy as set out above.

You must pay the rent to our bank by standing order using the below account details and reference.

At the discretion of the Landlord, the Tenant may be required to pay their rent by direct debit:

[REDACTED]

[REDACTED]

[REDACTED]

6.

a. Guarantor's name: [REDACTED]

Guarantor for: [REDACTED]

Address: [REDACTED]

## C – 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 premises 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 address - St Albans House, 57-59 Haymarket, London, SW1Y 4QX

### 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 by post. We will assume it has been received two working days after the date it was posted. However, if it is delivered by hand after 5pm, it will be treated as being served on the next working day. Email service by either party is acceptable provided

a) email service on a Landlord is sent to email address [portfoliomanager@student-cribs.com](mailto:portfoliomanager@student-cribs.com)

b) email service for the Tenant is sent to email address [REDACTED]

c) email service upon the Landlord or/Landlord's Managing Agent will be considered as valid only upon receipt of an email from the Landlord or Landlord's Managing Agents confirming that your email has been received.

### 4. Data protection

The Tenant and Guarantor agrees that the Landlord or Landlord's agent may provide the Tenant's or the Guarantor's name, address and other details to third parties including but not limited to; referencing companies; utility providers; the local authority; online tenancy processing agents and debt collection agencies. The Tenant and the Guarantor acknowledges that this information may be processed on servers outside of the United Kingdom, for example on the servers of the Landlord's online tenancy service providers who may be based outside the United Kingdom (and outside the European Union).

### 5. Severance

Each of the clauses of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

### 6. We may transfer this agreement to someone else

We may transfer our rights to claim payments and damages from you under this tenancy to another organisation (including to a debt collection agency).

## 7. Personal data

We like to stay in touch with our past Tenants and will use your data to offer our related properties and products in the future. Just let us know if you do not want to hear from us by emailing [portfoliomanager@student-cribs.com](mailto:portfoliomanager@student-cribs.com).

## 8. Limited recourse wording

Notwithstanding any provisions of this agreement:

(a) For the avoidance of doubt MRF Managing Trustee No.1 Limited and MRF Managing Trustee No.2 Limited (together the Trustees) have executed this agreement solely as trustees and with the intention of binding the net assets of Student Cribs Unit Trust I (the Trust) held by the Trustees from time to time on trust for the Trust (the Trust Assets);

(b) the aggregate of all liabilities of the Trustees under this agreement shall at all times and for all purposes extend only to the Trust Assets;

(c) in no circumstances shall any liability attach to or be enforced or enforceable against the assets of the Trustees (held in their capacity as trustee of any other trust or in their respective personal capacities or in any other capacity whatsoever) other than the assets which comprise the Trust Assets;

(d) all representations warranties undertakings obligations and covenants made given owed or agreed by the Trustees in this contract are made given owed or agreed by or in relation to the Trust Assets and in the Trustees' capacity as trustees of the Trust and for the avoidance of doubt shall not be construed to be made given owed or agreed by or in relation to the Trustees in their capacity as trustee of any other trust or in their respective personal capacities or in any other capacity whatsoever.

# D - Your responsibilities

You agree to the following:

## 1. Key Release

Keys to the premises will not be released to any Tenant until every Tenant bound by this tenancy agreement has an approved Guarantor, provided all IDs required, has complied with Right to Rent requirements and has paid their first rental instalment and/or duly completed a Direct Debit Mandate if applicable, with cleared funds (unless otherwise agreed in writing with the Landlord).

Key collection is to be booked by appointment with the Landlord through the Landlord's key collection and Tenant check-in procedures from time-to-time. Check in appointments must be booked with 2 working days' notice.

## 2. Rent

To pay rent as set out in clause B5. Normal residential use of Utilities is included within the Rent. We reserve the right to recharge you for unreasonable or excessive use of Utilities in accordance with Section D4 below. Any changes in the terms of rental payments set out in Attachment 2 must be agreed in writing with [portfoliomanager@student-cribs.com](mailto:portfoliomanager@student-cribs.com)

## 3. Right to Rent

The Tenant must complete all Right to Rent requirements by either:

(a) attending the Student Cribs office in London prior to the start date of the tenancy between 9am and 5pm Monday – Friday, with all required original documentation.

(b) Meeting with the Landlord's representative on a date pre-determined by the Landlord with all required original documentation. The Tenant must attend such meetings as are arranged by the Landlord (at reasonable notice of not less than 48 hours).

The Tenant must notify the Landlord of any change to their status as applicable under the Right to Rent. If The Tenant is not able to comply with either 3(a) or 3(b) Right to Rent conditions above or brings insufficient documentation, this will require an additional meeting. The Landlord retains absolute discretion as to whether the documentation provided is sufficient.

## 4. Utilities

Your utilities are included in your rent. It is important to understand that your energy is not an unlimited supply. The maximum energy consumption allowance per Tenant included in your rent is capped at £18 per Tenant per week and this allowance covers your gas, electricity, water, internet and communal TV licence only. You will be responsible for any costs for gas, electricity, water, internet and TV licences over and above the weekly allowance of £18 per Tenant. If your tenancy is for a period of less than 52 weeks, these figures will apply on a pro-rata basis. If you exceed your energy consumption allowance, we reserve the right to apply a supplemental charge to cover the amount by which you exceeded the allowance.

#### 5. To pay interest if you pay your rent late

To pay interest at 3% over the base rate of The Bank of England (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.

#### 6. Not to withhold rent

Not to withhold your rent or any other amounts due under this agreement.

#### 7. Council tax

To register with the council tax department or any other relevant office of the local authority to either pay council tax for the term of the tenancy or complete a council tax exemption form in the event you are eligible as a student.

#### 8. Changing suppliers or installing payment meters

You must not install any coin operated, prepaid card or key operated meters at the premises, or change gas, electricity or water suppliers without first getting our or our Managing Agent's permission in writing.

#### 9. Windows

You are Jointly and Severally required to clean, or have cleaned, all the windows you can reasonably reach on the inside of the premises during your tenancy. You are Jointly and Severally required to have cleaned all the internal windows you can reasonably reach on the inside of the premises within 14 days before the end of your tenancy. You are Jointly and Severally responsible for maintaining the cleanliness of the inside and outside of windows which have been soiled by deliberate means such as but not limited to soiling from eggs or flour. You are Jointly and Severally required to regularly ventilate the house or flat by opening the windows to prevent condensation, moisture build up and the growth of mould or mildew.

#### 10. Replace broken glass

If there is a breakage which is your or a visitor's fault, you will be responsible for repairing the breakage. You must immediately inform the Managing Agent and we will make safe/board up any damaged glazing until you are able to repair the breakage.

#### 11. Replace light bulbs

You are Jointly and Severally responsible for the replacement of all standard lightbulbs (like for like) and reset tripped fuses when you need to, and make sure that all standard light bulbs and fuses work at the end of the tenancy.

#### 12. Taking care of the premises

You are Jointly and Severally required to keep the inside of the premises and all fixtures and fittings in good and clean condition (this does not include reasonable wear and tear). Should the Managing Agent be notified that the property is unclean or unsightly, the Managing Agent will give you 3 days to make good the state of the property and will request photographic evidence or will send a representative to the premises to take photographic evidence that the property is clean and sightly. We will instruct external cleaners if required and the tenants will be invoiced for the payment.

### 13. Report faults

You are Jointly and Severally liable to tell us as soon as possible (within 24 hours) about any repairs or faults we are responsible for at the premises. The primary method of contact must be your Student Cribs Portal Account. In the absence of access to your account via our website, please email [portfoliomanager@student-cribs.com](mailto:portfoliomanager@student-cribs.com) or for emergency repairs, please call - 0203 758 7000.

### 14. Allow us access to the premises

During the tenancy, as long as we give you at least 24 hours' notice (except in an emergency or to comply with statutory requirements), you are Jointly and Severally required to allow us or our employees or contractors into the premises to:

- inspect the condition of the premises;
- carry out repairs or alterations to the premises or the premises next door;
- carry out statutory compliance and health and safety testing and inspections;
- during the tenancy show the premises to possible new tenants or someone who wants to buy the premises;
- carry out any other reasonable activity, including selling the premises, building work or raising a mortgage on the premises;
- carry out our legal responsibilities as the Landlord

### 15. Regulations for shared areas

You are Jointly and Severally required to comply with the regulations for managing the shared areas of any building you live in with other people.

### 16. Not overload electrical circuits

You are Jointly and Severally required to not overload the electrical circuits by using inappropriate multi-socket electrical adaptors or extension cables when connecting appliances to the mains.

### 17. Check smoke & carbon monoxide alarms and detectors

You are Jointly and Severally required to check at least once a month that the smoke and carbon monoxide detectors remain working in the premises, and replace batteries where necessary and to report any faults immediately to the Landlord.

### 18. Prevent condensation

You are Jointly and Severally required to 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.

### 19. Rubbish and storage

You are Jointly and Severally required to remove all rubbish from the premises by putting it in the bin or recycling bags in the dustbin or the correct large waste container provided outside and put it out to be collected on the relevant days. You must follow any local authority requirements, policies or procedures for the collection of domestic waste and recycling. You must ensure bins are not over or incorrectly filled (ie household waste in recycling bins and vice versa) as these will not be collected. Should this happen, all charges and costs for the removal of this waste will be passed on to the

Tenants.

## 20. Parking

If you rent a specific car parking space or garage as part of this tenancy, you must only park in that space and not store, keep or park any boat, caravan or commercial vehicle on it or on any shared car park. If you cause or notice any damage to any parts of the car park, including bollards or barriers, you must inform us immediately by emailing [portfoliomanager@student-cribs.com](mailto:portfoliomanager@student-cribs.com)

## 21. Garden

If you have a garden, you are Jointly and Severally required to keep it clean and tidy and not dig up or cut down any trees, shrubs, or bushes unless you have our or our Managing Agent's permission in writing first. You are Jointly and Severally required to keep the patio areas (if you have any), paths, garden areas, lawns, flowerbeds, shrubs or bushes and borders (if you have any) in a clean and tidy manner.

## 22. Insurance

We do not provide any cover under any insurance policy arranged by us for damage to your personal belongings or valuables. You are advised to arrange insurance for these risks yourself. Nor do we provide cover for claims against you from other parties for damage to premises or personal injury that results from something you have or have not done (we call this negligence).

## 23. Allowing notices on the premises

During the tenancy, you are Jointly and Severally required to allow us to display a 'for sale' or 'to let' board or notice on the premises.

## 24. How you can use the premises

You are Jointly and Severally required to not use the premises or the building for anything illegal or immoral. The possession of illegal substances/legal highs is strictly forbidden within the premises. Anyone believed to be in possession of such substances will be reported to the police. For the avoidance of doubt this clause forbids the use or storage of Nitrous Oxide ('laughing gas') at the premises.

You are Jointly and Severally required to not use the premises or the building for any registered trade or business.

You are Jointly and Severally required to only use the premises as your home.

We reserve the right to monitor temperature, humidity, noise levels and other environmental conditions within the premises in order to maintain and improve energy efficiency and respond to any noise or anti-social behaviour claims.

## 25. Locks and Keys

You are Jointly and Severally required to not change or install any additional locks or security chains 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 pay us in full any costs to supply and fit replacement locks. In addition, you must pay us for the full cost of changing any locks during or after the tenancy where you have lost or misplaced keys during the tenancy or where you have failed to return any keys supplied to you by us at the end of the tenancy.

The "costs" referred to in this clause include but are not limited to any reasonable administration charges or professional fees for services such as arranging for a locksmith or contractor to attend.

#### 26. Not alter the premises

You are Jointly and Severally required to not change the inside or outside of the premises in any way.

#### 27. Not damage the premises

You are Jointly and Severally required to not damage the premises or the building, or allow anyone else to damage them. You must advise us of any damage to the premises or the building within 24 hours, so that we can make repairs.

#### 28. Not damage installations

You are Jointly and Severally required to not do anything to 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.

#### 29. Not transferring your legal rights

You are Jointly and Severally required to not transfer this tenancy to anyone else or take in lodgers, sublet, give up or share any part of the premises throughout the term of your tenancy. You cannot be replaced if there are less than 6 months remaining in your tenancy. If you wish to leave the tenancy you must notify the Managing Agent immediately in writing. It is then the responsibility of the Tenant who wishes to leave the tenancy to find a replacement Tenant. You will continue to be liable for all of your responsibilities in this agreement until a new agreement or Deed of Assignment has been signed correctly by the Landlord and all Tenants and Guarantors, which details the transfer to the replacement Tenant. Please also be aware that you will be responsible for any reasonable costs incurred by the Managing Agent for drawing up contracts, carrying out viewings, marketing the premises and these costs must be paid upon request. All replacement tenancies are at the complete discretion of the Landlord and/or Managing Agent.

#### 30. Empty premises

You are Jointly and Severally required to not leave the premises empty for any continuous period of more than 14 days, without telling us first. You must take all reasonable precautions to prevent frost damage or similar damage to the premises. If the premises is going to be empty for more than 24 hours when the weather is likely to be cold, you must leave enough heating on in the premises to prevent the water system freezing.

#### 31. Anti-Social Behaviour

You and anyone visiting the premises, must not do anything at the premises or the building (including playing any radio, television, sound bar, speaker system or musical instrument) which causes a nuisance or annoyance to your neighbours and/or any of the other Tenants in the premises or which might reasonably be considered to be antisocial behaviour. In particular, you must not play any music or create noise which can be heard outside the premises or cause disturbance or annoyance to your neighbours between 10pm and 8.30am.

You must not;

a) do anything at the premises or the building to cause any other occupier of the premises or

neighbouring premises any disturbance, distress, annoyance, inconvenience or damage to their premises, including (but not limited to) drunken behaviour and foul and/or abusive language;

b) harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle), using violence or threatening to use violence, or verbally assault any person;

c) allow the premises to be used for any criminal, immoral or illegal purpose including (but not limited to) keeping, using, selling or supplying illegal substances or drugs (anyone believed to be in possession of such substances will be reported to the police), storing or handling stolen goods or prostitution;

d) keep or use any explosive or flammable materials or any weapons or items of any description that are illegal or which the Landlord considers (acting reasonably) to be offensive or dangerous including (but not limited to) firearms, air-weapons, bows, knives, swords, martial arts weapons, paint-ball guns and replica, ceremonial and toy weapons.

### 32. Not place notices on the premises

You are Jointly and Severally required to not place any sign, poster, or item of clothing on the premises which can be seen from the outside.

### 33. Not fix an aerial or satellite dish

You are Jointly and Severally required to not fix any aerial or satellite dish on the premises or the building, or install cable television or telephone cables without first getting our or our Managing Agent's permission in writing which may impose conditions.

### 34. Not fix blinds to windows

You are Jointly and Severally required to not fix blinds to the windows of the premises unless we or our Managing Agent have already given you our permission in writing. If we or our Managing Agent do give our permission, we may ask you to remove the blinds and repair any damage at the end of the tenancy.

### 35. Animals and pets

You must not keep any animals, reptiles, insects, rodents or birds at the premises without first getting our or our Managing Agent's permission in writing. If we do give permission we still reserve the right to change our decision later.

### 36. Our contents

You are Jointly and Severally required to not remove the furniture, equipment and belongings shown in the inventory from the premises without getting our or our Managing Agent's permission in writing first. If permission is granted all furniture, equipment and belongings must be returned to their original position within the premises at the end of the tenancy.

You must not remove furniture, appliances or the Landlord's possessions (wifi equipment) from common shared areas to bedrooms without written permission from the Landlord and/or the Landlord's Managing Agent.

### 37. Shared areas

You are Jointly and Severally required to not block any shared passageways, hallways, staircases or

escape routes, or keep any bicycle, pushchair or other item in any shared area of the premises or building without first getting our or our Managing Agent's permission in writing. You must also not hang any clothes or other items on the outside of the premises or in any shared garden unless we or our Managing Agent give you our permission in writing.

#### 38. Not fix items to walls

You are Jointly and Severally required to not fix any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, Blu-tack or similar fixings. You may only fix posters, pictures, photographs or ornaments on the "display boards" where they are provided.

#### 39. Washing and Drying

You cannot make any claim against us for any compensation for any loss or damage caused as a result of the washing machine or the tumble dryer (if you have one) breaking down and damaging your belongings.

You are Jointly and Severally required to not dry any wet laundry inside the Premises other than in a tumble dryer (if you have one) or a designated ventilated room suitable for such purposes.

You are Jointly and Severally required to clear and clean the tumble dryer filter and empty the condensing tray after every use.

#### 40. Fridge and 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.

You are Jointly and Severally required to defrost the freezer when reasonably necessary and pay us for any damage caused if you do not do this.

#### 41. Notices

You are Jointly and Severally required to give us copies of any notices, documents, proceedings or letters which relate to the premises as soon as you receive them. You must email them a copy or photograph of the letter or notice to [portfoliomanager@student-cribs.com](mailto:portfoliomanager@student-cribs.com)

#### 42. Infestations

During the tenancy, you are Jointly and Severally required to take reasonable measures to keep the premises free of vermin (for example, rats), fleas or parasites. This includes, but is not limited to, ensuring that all food waste and bins are correctly removed and stored in the appropriate containers outside the property.

#### 43. 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.

#### 44. Smoking

You are Jointly and Severally required to not smoke in the premises and/or the building and you must ensure that none of your visitors smoke anywhere in the premises and/or the building.

#### 45. Cooking and Heating

You are Jointly and Severally required to not bring onto or allow to be stored or kept or used within, on or at the premises any paraffin or gas heater, gas barbecue or other propane burning equipment.

#### 46. Drains

You are Jointly and Severally required to not cause any blockage to the drains, gutters and pipes of the premises and clear and clean the drains in baths, showers and sinks as frequently as required to keep them unblocked of hair or other waste. Remove and clean the shower trap and any hair that maybe clogging it regularly.

#### 47. Fire Safety

You are Jointly and Severally required to read the fire procedure/evacuation plan of the building, familiarise yourself with the fire escape routes and assembly point and participate in any fire safety briefings and/or fire drills required by us or the local fire service.

You are Jointly and Severally required to not tamper with (including covering), misuse or damage any fire prevention and control equipment or other items relating to fire safety in the premises which are provided by us in the interests of health and safety of persons in the premises (including but not limited to fire equipment, fire detection and fire doors).

You must not keep or use candles or any open flame, lighting or heating equipment anywhere in the premises and/or the building.

You are Jointly and Severally required to not obstruct any fire escapes or fire doors, or allow these to be blocked. In the interests of health and safety for all Tenants, fire doors such as kitchen, corridor, bedroom and entrance doors must never be propped or wedged open, or door closers tampered with, or removed. We will undertake periodic inspections and testing of the fire alarm system. Should any fault appear on the alarm panel, you must contact us/ The Landlord immediately. You are Jointly and Severally required to check the fire panel at least once a month and report any faults or damage to the fire alarm panel or any other fire safety equipment immediately to the Landlord.

#### 48. Your Furniture

You are Jointly and Severally required to not bring any furniture owned by you or any third party into the premises without our prior written consent from Landlord or Landlord's Managing Agent.

#### 49. Your Appliances

The Landlord accepts no responsibility or liability for any electrical equipment brought into the premises by the Tenant and your visitors. Any electrical equipment brought into the premises by the Tenant or your visitors must be in a safe condition and comply with all relevant British Standards.

#### 50. House Information

The Tenant must comply with the all reasonable and proper regulations and instructions made by us or our Managing Agent from time to time in accordance with principles of good management practice including those contained in any house, flat, building or general information provided by us and other such documents. You must not do anything at the premises which might put the health, safety or welfare of others or other Tenants or others' property at risk.

#### 51. Guests and Visitors

The Tenant must not allow more than one visitor to stay in the Premises overnight. No visitor may stay in the Premises for more than 2 consecutive nights or more than 2 nights in the same week. The Tenant takes responsibility for all guests' and visitors' actions. The Landlord accepts no liability for the Tenant's guests and visitors.

## 52. Address information

The Tenant must at all times inform the Landlord if the Tenant's address or the Guarantor's address, contact telephone number or email changes. The Landlord will use the address and contact details provided at the outset for all purposes, including enforcement of the terms of the tenancy unless and until a valid UK replacement address is provided in writing.

## 53. Prevention of Legionella

You must comply with the following conditions:

- a. You must inform the Landlord if you believe the hot water temperature is below 50 degrees centigrade, you must not adjust the temperature of the hot water
- b. You must inform the Landlord if you believe the cold water temperature is above 20 degrees centigrade, you must not adjust the temperature of the cold water
- c. You must inform the Landlord if you believe the hot/cold water tank or boiler to be defective
- d. You must flush through infrequently used water outlets for 2 minutes at least once a week
- e. You must clean, disinfect and descale shower heads at least once every 6 months
- f. You must notify the Landlord if you notice debris or discolouration in the hot or cold water and you must comply with guidance given in Attachment 4

At the end of the tenancy:

## 54. Communicating Costs and Charges

The Landlord shall use reasonable endeavours to publish a schedule of any works that the Landlord is required to carry out to the Property in consequence of the Tenant's breaches of the Tenant's obligations in this agreement and the associated costs of remedying these breaches within 12 weeks of the end of the Term however this timescale is provided only as a guideline and the Landlord shall not be in breach of this agreement if it does not publish this schedule within the stated period.

## 55. Forwarding address

Just before or immediately after the tenancy ends, you must give us your new address and contact information so that we can contact you.

For the avoidance of doubt, you will be responsible for redirecting your mail at the end of the tenancy agreement.

## 56. When the tenancy ends

- a. The tenant needs to return the property to the Landlord at the end of the Tenancy, having been cleaned to a professional standard throughout. 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.
- b. You must arrange to return any television or other equipment or appliance you have hired or

rented to the company you rented it from.

c. You must give the premises back to us and return all of the keys to the premises at the end of the tenancy to the place or person we have agreed with you.

d. You must remove your personal belongings and any rubbish and leave the premises and our furniture, fixtures and fittings in good condition.

You cannot make any claim against us for any compensation for any loss or damage caused as a result of the washing machine or the tumble dryer (if you have one) breaking down and damaging your belongings.

You must not dry any wet laundry inside the Premises other than in a tumble dryer (if you have one) or a designated ventilated room suitable for such purposes.

You must clear and clean the tumble dryer filter and empty the condensing tray after every use.

## E – Our responsibilities

We agree to do the following:

### 1. Costs of preparing this agreement

We will pay the cost of preparing this agreement.

### 2. Not increase the rent

We will not increase the rent within the initial term of the tenancy as shown in Clause B4.

### 3. 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 sanitary ware (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.

### 4. 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

### 5. 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.

### 6. 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 do not insure Tenant's contents. Tenants must take out their own contents insurance if they want their contents insured.

### 7. 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.

### 8. 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.

#### 9. Smoke and carbon monoxide alarm and detectors

We will install and maintain smoke alarms and carbon monoxide detectors where needed in the premises. We will ensure that these are in working order at the start of the tenancy.

## F – Inventory and condition of the premises

We and you agree to the following:

### 1. Producing an inventory

We will be responsible for arranging and paying for an inventory and description of the condition of the premises.

### 2. Charge for checking the inventory

We will be responsible for paying the charge to check the inventory at the start of the tenancy.

### 3. Accepting the inventory

Before your tenancy starts an inventory will be completed. A copy of the inventory and any associated document(s) will be available to you and 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 premises unless you advise us otherwise within 7 days of the Inventory being received.

### 4. Checking the inventory

At the end of the tenancy, we will check the inventory, or arrange for it to be checked by someone who is independent from us. If you do not keep an appointment to check the inventory you must accept what we or they find when we check the inventory.

### 5. Keys

We have the right to retain a set of keys to the premises at all times which we will use and provide to authorised third party contractors to allow us/them access to the premises in accordance with Clause D14. We will install a key safe at the premises for the provision of keys for access for authorised contractors or other persons, by the Managing Agent or its agents.

In the event you are authorised to use the keys from the key safe to access the premises, the key must be replaced in the key safe and you must scramble the dial immediately after access to the premises has been made. You must not tamper with, misuse, damage or change the combination code for the key safe which is provided by us in the interests for access and safety.

# G – Ending the tenancy

## 1. Our right to re-enter the premises - 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 agreement 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.

### 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 the 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 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. If you do move out of the premises before the notice ends, then you consent that we may need to estimate final gas, electricity or water meter readings.

#### 5. Giving notice before the end of the term

If you are planning on leaving the tenancy for any reason, you must let us know in writing to the email address [portfoliomanager@student-cribs.com](mailto:portfoliomanager@student-cribs.com) as soon as possible. Until such time as the agreement has been signed by a replacement tenant and guarantor that we have approved in writing, (who you are responsible for finding, carrying out viewings and agreeing the replacement with the other Tenants bound by this agreement) and submitted the necessary identifications required by the Landlord and/or the Managing Agent and all other Tenants and Guarantors have signed the new agreement, you are liable for all responsibilities set out in this agreement. All replacements are at the complete discretion of the Landlord and/or Managing Agent and are subject to a reasonable fee.

# Attachment 1- 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 or other proper rubbish containers (you must provide these). 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. The Tenant is responsible for litter picking in the property grounds during their Tenancy.
3. Between 10.00pm 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 or washing machine);
  - 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 use or allow anyone to use any lift to carry goods or more people than the weight or number allowed, as shown in the lift.
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 unless consent is given from the Managing Agents.

## Attachment 2 – Schedule of Rental Payments

PAYMENT PLAN					
Payment Dates	26/08/2021	26/11/2021	26/02/2022	26/05/2022	Sub-total
Camilla Rees	2,119.00	2,119.00	2,119.00	2,119.00	8,476.00
<b>Total Rent</b>	<b>2,119.00</b>	<b>2,119.00</b>	<b>2,119.00</b>	<b>2,119.00</b>	<b>8,476.00</b>

If you paid one week's rent as a “retainer”, this will need to be deducted by you from the first instalment of rent. Please bear this in mind when making your initial rental payment.

# Attachment 3 - Guidance on Legionnaires' disease for Tenants and residents of rented domestic accommodation

Domestic hot and cold water systems can provide an environment where Legionella bacteria can grow. This can cause Legionnaires' disease which is a potentially fatal form of pneumonia caused by inhalation of small droplets of contaminated water containing Legionella bacteria. This advice sheet gives tips for residents of rented domestic accommodation such as houses, bungalows and flats in small blocks.

Most importantly, make sure that:

- Hot water in the system remains hot
- Cold water is kept cold
- The water is kept circulated

In particular, it is important that you –

- o Do not interfere with the settings on your boiler or hot water system. The hot water should be set so that the water is heated up to 60°C.
- o Tell your Landlord if:
  - The cold water is still running warm after you have initially run off any water which may have accumulated in the pipes. It should not be above 20°C.
  - There are any problems, debris or discolouration in the water.
  - The boiler or hot water tank are not working properly, particularly if the water is not coming out of the taps at a sufficiently high temperature. It should come out at a temperature of 50°C after it has run for a minute at the latest.

Where showers are fitted –

- o If they are used only occasionally then flush them through by running them for at least two minutes every week. Keep out of the way whilst this is being done as far as possible.
- o Clean the shower head periodically, descale and disinfect it. This should be done at least every six months.

Where a premises is left vacant for any time, e.g. student accommodation over the summer holidays, make sure that when it is occupied again at the outset both hot and cold water systems are flushed through by running all outlets for at least 2 minutes.

Legally, it is your Landlord's responsibility to take precautions to prevent Legionella being present in the hot or cold water system but Tenants and residents also have an important part to play in taking these simple and practical precautions.

# Attachment 4 – How to Rent

The checklist for renting in England

HOW TO...

# RENT

The checklist for  
renting in England



Part of the How to Guides series



HM Government

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This information is frequently updated.

Search on GOV.UK for **How to Rent** to ensure you have the latest version.

Landlords cannot use the section 21 (no fault) eviction procedure unless an up-to-date version of this guide has been provided to the tenant.

The online version contains links you can click on to get more information.

If you do not have internet access, ask your local library to help.

Any references to the Tenant Fees Act apply from 1 June 2019.

# Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights but also some responsibilities.

This guide will help you to understand what questions to ask, what your rights are, and what responsibilities you have.

This will help you create a positive relationship with your landlord, but will also tell you how to get help if things go wrong.

Take your time to read documents and contracts carefully. When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

You shouldn't feel forced into a decision and it is important to understand the terms and conditions of any contract you are agreeing to before you sign it.

Your landlord **must** provide you with a copy of this guide, so **use the checklist and keep it safe** to protect yourself from problems at every stage.

## Who is this guide for?



This guide is for people who are about to rent a house or flat on an [assured shorthold tenancy](#). Most of it will equally apply if you are in a shared property but in certain cases [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) (people who live with their landlord) or people with [licences](#) – (such as many property guardians for whom specific guidance can be found [here](#)) – nor tenants where the property is not their main or only home.

## Links



This guide is best viewed online as it contains hyperlinks.

If you are reading this on a computer or tablet, you can click on the links to go to other websites with more detailed information.

They are coloured and underlined [like this](#).

On Android or Windows devices, links work better if you download Acrobat Reader from [get.adobe.com/uk/reader](http://get.adobe.com/uk/reader).

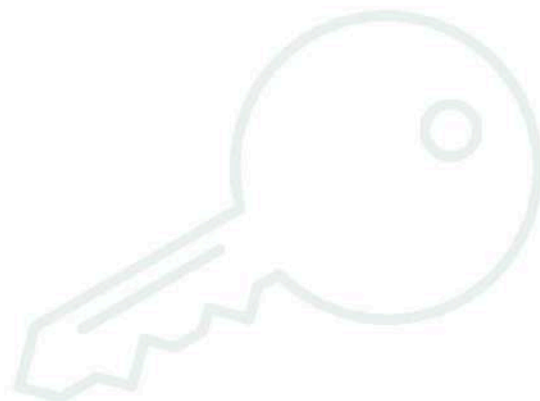


# Before you start

## Renting from a landlord or a letting agent?

### Key questions:

- ❑ **Is the landlord or letting agent trying to charge any fees?** From 1 June 2019, tenancy deposits are capped and most fees charged in connection with a tenancy are banned. There are also set procedures in place regarding holding deposits. For more information, please read the [Government guidance](#) on the ban.
- ❑ **How long do you want the tenancy for?** You can ask for a tenancy to be any time between 6 months and 7 years. This has to be agreed with the landlord.
- ❑ **What can you afford?** Think about how much rent [you can afford to pay](#): 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- ❑ **Are you entitled to Housing Benefit or Universal Credit?** If so, you may get help with all or part of your rent. If you are renting from a private landlord you will receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this advice about [managing rent payments on Universal Credit](#).
- ❑ **Which area you would like to live in and how you are going to look for a rented home?** The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- ❑ **Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- ❑ **Do you have the right to rent property in the UK?** Landlords must check that all people aged over 18 living in their property as their only or main home have the right to rent. They will need to make copies of [your documents](#) and return your original documents to you.
- ❑ **Will you need a rent guarantee?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, you can ask [Shelter](#) for advice.



## Ways to rent a property

### Direct from the landlord

- Look for landlords who belong to an [accreditation](#) scheme. Accreditation schemes provide training and support to landlords in fulfilling their legal and ethical responsibilities. Your [local authority](#) can advise you about accreditation schemes operating in your area. The [National Landlords Association](#) (NLA), the [Residential Landlords Association](#) (RLA) and the [Guild of Residential Landlords](#) run national schemes.



#### Watch out for scams!

Be clear who you are handing money over to, and why.

### Through a letting agent

- It is illegal for letting agents and landlords to charge certain fees from 1 June 2019. To check the list of prohibited fees and to find out how to report a landlord or letting agent you think is breaching the ban, see the government's guidance on the Tenant Fees Act 2019 [here](#). Where a letting agent is permitted to charge fees, by law, a breakdown of all fees should be clearly visible to you in the agent's office and website including any third party website they advertise on.
- Letting agents must be a member of a redress scheme. You should check which [independent redress scheme](#) the agent is a member of in case you have an unresolved dispute.
- If they receive money from you such as rent payments, you should also check they are a member of a client money protection scheme. A list of approved schemes can be found [here](#). By law, this information should also be clearly visible to you.
- Reputable agents are often accredited through a professional body like [ARLA Propertymark](#), [Safeagent](#), [RICS](#) or [UKALA](#).
- Landlords and property agents cannot unlawfully discriminate against a tenant or prospective tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.

## Looking for your new home

### Things to check

- Deposit cap.** Check that the tenancy deposit you're being asked for is not more than five weeks' worth of rent (where annual rent is less than £50,000) or six weeks' rent (where annual rent is more than £50,000).
- Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it. You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local authority for advice.
- You may be offered a deposit replacement product as an alternative to a cash deposit.** Depending on the product, you may be required to pay a non-refundable fee up-front (often equivalent to one week's rent) and/or a monthly payment for the duration of your tenancy. With most products you will still be responsible for the costs of any damages incurred at the end of the tenancy or required to pay an excess on any claim for damages or unpaid rent.
- A landlord or agent cannot require you to use a deposit replacement product but may allow it as an option without contravening the Tenant Fees Act.** There are several different products available on the market.
- Length of tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, you can ask for a longer fixed period.

- ❑ **Children, smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- ❑ **Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these. Advice on paying bills is available [here](#).
- ❑ **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- ❑ **Smoke alarms – and carbon monoxide detectors.** If you have solid fuel appliances like woodburning stoves or open fires, check carbon monoxide detectors are provided. If not, your landlord must install them. They could save your life.
- ❑ **Safety.** Check that the property is safe to live in. Use the [How to rent a safe home](#) to help you identify possible hazards.
- ❑ **Fitness for human habitation.** Your property must be safe, healthy and free from things that could cause serious harm. If not, you can take your landlord to court. For more information, see the Tenants' Guide on using the [Homes \(Fitness for Human Habitation\) Act 2018](#). You should also check whether your tenancy agreement excuses you from paying rent should the building become unfit to live in because of, for example, a fire or flood.

## Check who your landlord is

- **They could be [subletting](#)** – renting you a property that they are renting from someone else. If they are subletting, check that the property owner has consented.  
  
Find out who you should speak to if any repairs need doing.
- **Ask whether the property is [mortgaged](#).** Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.

## Houses in Multiple Occupation (HMOs)

HMOs are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some HMOs must be [licensed](#). Check that your landlord has the correct licence. Landlords of licensed HMOs / houses **must by law** give tenants a statement of the terms on which they live in the property.



# When you've found a place

## Check the paperwork

- ❑ **Tenancy Agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities before you sign it. The landlord or agent usually provides one, but you can request to use a different version. The government has published a [model tenancy agreement](#) which can be downloaded for free. If you have any concerns about the agreement, seek [advice](#) before you sign.
- ❑ **Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you **take photos**. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. From 1 June 2019, landlords/letting agents cannot charge certain fees – see the [Government's guidance](#) for more information.
- ❑ **Meter Readings.** Remember to take meter readings when you move in. This will help make sure you don't pay for the previous tenant's bills.
- ❑ **Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- ❑ **Code of practice.** Check whether whoever is managing the property is following a [code of practice](#).

## The landlord must provide you with:

- **A copy of this guide** *How to rent: The checklist for renting in England* either as a hard copy or, if you agree, via email as a PDF attachment.
- **A gas safety certificate.** The landlord must provide one at the start of the tenancy and within 28 days of each annual gas safety check, if there is a gas installation.
- **Deposit paperwork.** If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you with prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- **The Energy Performance Certificate.** This will affect your energy bills and the landlord must provide one (except for Houses in Multiple Occupation). Properties let on tenancies entered into after 1 April 2018 must have an [EPC rating of at least 'E'](#) (unless a valid exemption applies).

### Protection from eviction

If your tenancy started or was renewed after 1 October 2015 your landlord cannot evict you with a Section 21 notice (no fault eviction) if they have not provided you with these documents.

If your local authority has served your landlord with an Improvement Notice related to necessary repairs in your property, you cannot be evicted with a section 21 notice (no fault eviction).

If there are outstanding prohibited payments or a holding deposit that you are due to have repaid to you under the Tenant Fees Act 2019, you cannot be evicted with a section 21 notice (no fault eviction).

You can still be evicted with a section 8 notice if you break the terms of your tenancy.

### The landlord should also provide you with:

- **A record of any electrical inspections.** All appliances must be safe and checks every 5 years are recommended.
- **Evidence that smoke alarms and any carbon monoxide alarms** are in working order at the start of the tenancy. Tenants should then regularly check they are working.

## Living in your rented home

### The tenant must...

- **Pay the rent on time.** If your rent is more than 14 days late, you could be liable for a default fee. For more information, please read the [Government's guidance](#) for tenants on the Tenant Fees Act 2019. Further, you could lose your home because you have breached your tenancy agreement. If you have problems, [GOV.UK](#) has links to further advice. Check out these [practical steps for paying your rent on time](#).
- **Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- **Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- **Be considerate to the neighbours.** Anti-social behaviour may be a reason for your landlord to evict you.
- **Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

### The tenant should...

- ☐ **Make sure you know how** to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- ☐ **Regularly test** your smoke alarms and carbon monoxide detectors – at least once a month.
- ☐ **Report any need for repairs** to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not [report it](#).
- ☐ **And don't forget to [register to vote](#).**

If you are responsible for paying the energy bills, you can choose to have a smart meter installed. Guidance about your rights can be found [here](#) and information about how to get a smart meter can be found [here](#). We'd recommend that you tell your landlord before you get one.



### The landlord must...

- ☐ **Maintain the structure** and exterior of the property.
- ☐ **Ensure the property is free from serious hazards** from the start of and throughout your tenancy.
- ☐ **Fit [smoke alarms](#)** on every floor and [carbon monoxide alarms](#) in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- ☐ **Deal with any problems** with the water, electricity and gas supply.
- ☐ **Maintain** any appliances and furniture they have supplied.
- ☐ **Carry out most [repairs](#)**. If something is not working, [report it](#) to your landlord or agent as soon as you can.
- ☐ **Arrange an annual [gas safety check](#)** by a Gas Safe engineer (where there are any gas appliances).
- ☐ **Give at least 24 hours notice of visits** for things like repairs – the landlord cannot walk in whenever they like.
- ☐ **Get a licence for the property** if it is a [licensable property](#).
- ☐ **Ensure the property** is at [a minimum of EPC energy efficiency band E](#) (unless a valid exemption applies).

### The landlord should...

- ☐ **Insure the building** to cover the costs of any damage from flood or fire.



# At the end of the fixed period

## If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

- ☐ **Do you want to sign up to a new fixed term?** If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.
- ☐ **Your landlord might want to increase your rent.** Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

The deposit cap introduced by the Tenant Fees Act 2019 means you may be entitled to a partial refund of your tenancy deposit. The Government's guidance on the Act explains whether this affects you. You can download it [here](#).

## If you or the landlord want to end the tenancy

The Government has announced that it plans to put an end to 'no fault' section 21 evictions by changing existing legislation. Landlords will still be able to issue you with a section 21 notice until new legislation comes into effect. If you receive a section 21 notice from your landlord, seek advice from Shelter or Citizens Advice.

There are things that both landlords and tenants must do at the end of the tenancy:

- ☐ **Giving notice.** It is a legal requirement for landlords to give you [proper notice](#) if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given at least two months'

notice. If you want to end the tenancy early, you could be charged for this. The Government's guidance on the [Tenant Fees Act](#) contains more information.

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical.

- ☐ **Return of deposit.** Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage. If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).
- ☐ **Rent.** Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.
- ☐ **Bills.** Do not leave bills unpaid. This might have an impact on your references and credit rating.
- ☐ **Clear up.** Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. Dispose of any unwanted furniture via a local collection service. The landlord is usually entitled to dispose of possessions left in the property after, typically, 14 days. The landlord must let you know, or try to let you know, that they intend to dispose of possessions you leave behind.



## If things go wrong

Most problems can be resolved quickly and easily by talking to your landlord or letting agent. There are often legal protections in place too for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- ❑ **If you have a complaint about a letting agent's service** and they don't resolve your complaint, you can complain to an [independent redress scheme](#). Letting agents must be a member of a government approved redress scheme.
- ❑ **If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact your local housing authority, [Citizens Advice](#) or [Shelter](#) as soon as possible. Check out these [practical steps for managing your rent payments](#).
- ❑ **If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards.
- ❑ **You may be able to take your landlord to court yourself** if you think the property is not fit for habitation, under the [Homes \(Fitness for Human Habitation\) Act 2018](#). The court can make the landlord carry out repairs and can also make the landlord pay you compensation.
- ❑ **If you have a serious complaint about the property** and your local authority has sent a notice to the landlord telling them to make repairs, your landlord [may not be able evict you](#) with a Section 21 notice (no fault eviction) for 6 months after the council's notice. You can still be [evicted](#) with a Section 8 notice if you break the terms of your tenancy.
- ❑ **Failure to comply with a statutory notice is an offence.** Depending on the notice, local authorities may prosecute or fine the landlord up to £30,000.
- ❑ **Local authorities have powers to apply for [banning orders](#)** which prevent landlords or property agents letting out property if they are convicted of certain offences. If a landlord or property agent receives a banning order, they will be added to the [database of rogue landlords and property agents](#) – you can ask your local authority for more information about this. Landlords or agents may also be added to the database if they are convicted of a banning order offence or receive 2 or more [civil penalties](#) within a 12 month period.
- ❑ **If a landlord or letting agent charges you a 'prohibited payment'** (a banned fee according to the Tenant Fees Act 2019) or unlawfully retains a holding deposit they could be liable for a fine of up to £5,000 and if there are multiple breaches they could be liable for a fine up to £30,000 as an alternative to prosecution. Local authorities are responsible for issuing these fines.
- ❑ **If your landlord is making unannounced visits or harassing you** – contact your local authority, or if more urgent dial 999.
- ❑ **If you are being [forced out illegally](#), contact the police** and your [local authority](#). If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#) – you can only be legally removed from the property with a court order.

If you live with your partner and you separate, you may have [the right to carry on living in your home](#).

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#) straight away.

Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice.

Local authorities have legal duties to help people who are threatened with homelessness within 56 days or are actually homeless.

The local authority should not wait until you are evicted before taking action to help you.

If you are reading a print version of this guide and need more information on the links, please contact us at 2 Marsham St, Westminster, London SW1P 4DF or 0303 444 0000

## Further sources of information

Further information about landlords' and tenants' rights and responsibilities can be found [here](#).

The Government's guidance on the Tenant Fees Act can be found [here](#). This includes:

- ☐ **What the Tenant Fees Act covers**
- ☐ **When it applies and how it will affect you**
- ☐ **Helpful Q & A**

### Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-backed tenancy deposit scheme.

- ☐ [Deposit Protection Service](#)
- ☐ [MyDeposits](#)
- ☐ [Tenancy Deposit Scheme](#)

### Client money protection schemes

Your agent must protect money such as rent payments through membership of a government approved money protection [scheme](#).

### Letting agent redress schemes

Every letting agent must belong to a government-approved redress scheme.

- ☐ [The Property Ombudsman](#)
- ☐ [Property Redress Scheme](#)

### Homes (Fitness for Human Habitation) Act 2018

- ☐ [Guide for Tenants](#)

### Help and advice

- ☐ [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities.
- ☐ [Shelter](#) – housing and homelessness charity who offer advice and support.
- ☐ [Crisis](#) – advice and support for people who are homeless or facing homelessness.
- ☐ [Your Local Housing Authority](#) – to make a complaint about your landlord or agent, or about the condition of your property.
- ☐ [Money Advice Service](#) – free and impartial money advice.
- ☐ [The Law Society](#) – to find a lawyer.
- ☐ [Gas Safe Register](#) – for help and advice on gas safety issues.
- ☐ [Electrical Safety First](#) – for help and advice on electrical safety issues.
- ☐ [Marks Out Of Tenancy](#) – information for current and prospective tenants.

### Also in this series

- ☐ The government's '[How to Rent a Safe Home' guide](#) helps current and prospective tenants ensure that a rented property is safe to live in.
- ☐ The government's '[How to Let' guide](#) provides information for landlords and property agents about their rights and responsibilities when letting out property.
- ☐ The government's '[How to Lease' guide](#) helps current and prospective leaseholders understand their rights and responsibilities.
- ☐ The government's '[How to Buy a Home' guide](#) provides information to home buyers.
- ☐ The government's '[How to Sell a Home' guide](#) provides information to those looking to sell their home.

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## H – Signatures

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 this agreement applies to.

The clauses in parts C to I 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 or agent on their behalf)

MRF Managing Trustee No.1 Limited (incorporated and registered in Jersey under company registration number 115946) and MRF Managing Trustee No.2 Limited (incorporated and registered in Jersey under company registration number 115947) , in their capacity as joint managing trustees of the Student Cribs Unit Trust I and whose address for service in England is c/o Student Cribs Limited of St Albans House, 57-59 Haymarket, London, SW1Y 4QX ("the Landlord"/"We"/"Us" as appropriate; and "Our" shall be construed accordingly)

**St Albans House, 57-59 Haymarket, SW1Y 4QX,  
London**

Landlord name: [REDACTED]

Date: 25 Jan 2021

[REDACTED]  
[REDACTED]

Mrs [REDACTED]

**Tenant signature**

Your Name: [REDACTED]

Date: 25 Jan 2021

[REDACTED]

Miss [REDACTED]

**Guarantor signature**

Guarantor Name: [REDACTED]

Date: 25 Jan 2021

[REDACTED]

## I – Guarantor Addendums

## **Guarantor Addendum**

This guarantor addendum relates to the tenancy agreement dated commencing on: 31/08/2021

Dated: 25 Jan 2021

Landlord: MRF Managing Trustee No.1 Limited (incorporated and registered in Jersey under company registration number 115946) and MRF Managing Trustee No.2 Limited (incorporated and registered in Jersey under company registration number 115947) , in their capacity as joint managing trustees of the Student Cribs Unit Trust I and whose address for service in England is c/o Student Cribs Limited of St Albans House, 57-59 Haymarket, London, SW1Y 4QX ("the Landlord"/"We"/"Us" as appropriate; and "Our" shall be construed accordingly)

Address: St Albans House, 57-59 Haymarket, London, SW1Y 4QX

Tenant: [REDACTED]

Address:

Guarantor: [REDACTED]

Address: [REDACTED]

Premises: [REDACTED]

Term: 31/08/2021 to 31/08/2022

Rent: As defined in the tenancy agreement

Payable: As detailed in the tenancy agreement 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 pay the landlord immediately on demand in respect of any losses, damages, expenses and costs incurred by the landlord as a result of the tenant default which the landlord is unable to recover from the tenant.

The liability of the guarantor shall not be reduced, discharged or otherwise adversely affected by:

- (a) any time or indulgence granted by the landlord to a tenant;
- (b) any delay or forbearance by the landlord in enforcing the payment of the rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them;
- (c) the landlord exercising any right or remedy against a tenant for any failure to pay the rent or to

observe or perform the tenant covenants of this agreement; or

(d) any termination, amendment, variation, novation, replacement or supplement of or to this agreement or any tenant covenants contained therein;

(e) a release or compromise of the liability of any one of the persons who is a guarantor, or the grant of any time or concession to any one of them;


(f) a release or compromise of the liability of any one of the persons who is a tenant, or the grant of any time or concession to any one of them;

(g) a tenant dying or becoming incapable of managing its affairs; or

(h) by any other act or omission except an express written release of the guarantor by the landlord

The guarantor shall not claim in competition with the landlord in any insolvency proceedings or arrangement of a tenant in respect of any payment made by the guarantor pursuant to this agreement. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the landlord to the extent of its liability to the landlord. The guarantor shall not, without the consent of the landlord, exercise any right or remedy that it may have (whether against a tenant or any other person) in respect of any amount paid or other obligation performed by the guarantor under this agreement unless and until all the obligations of the guarantor under this agreement have been fully performed.

**Signed by the guarantor:**

  
25, 2021, 3:43pm  
