

Assured shorthold tenancy agreement

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

If you need to pay a deposit, we will deal with it under one of the government-approved schemes.

Date:

This agreement is between us:

Condor Properties

and you (individually and together): tenants

Student Name

Student Number

--	--

If there is more than one tenant, each of us agrees to appoint _____ as our representative.

1

1.1 The total amount of rent for your tenancy is:

You must pay the rent in accordance with your payment plan.

The rent includes gas and electric as per our fair usage policy, which can be found on our website, excess of this will be charged. Also included are water, TV licence and contents insurance.
We provide complementary Wifi

We let out the property at:

1.2

--

to you (individually and together if there is more than one of you) as well as the furniture, fixtures and household belongings that are on the list that you and we signed. The amount of rent is shown and both you and we must keep to the terms below.

2 You will have the property and the furniture

From

to

The first month of your tenancy is a retainer period. A retainer period is the period during which tradesmen and other persons will have access without prior notice or appointment to ensure the accommodation is ready for your occupation. During this period you will be not allowed to move in unless expressly permitted by the Landlord. If such permission is granted then storage of your belongings in the property will be at your own risk and the Landlord will not accept any responsibility for any loss or damage by negligence or otherwise. It is your responsibility to ensure the adequate insurance is in place to cover any loss or damage to your belongings in the event that such concession for storage or access is made to you.

- 3 This agreement is an assured shorthold tenancy (as defined in 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.
- 4 We have the right to remarket the property if the requested Deed of Guarantees are not returned before the start date of this tenancy agreement.
- 5 We will let the property to you (individually and together) and only you 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). We can withdraw this permission if we have a good reason.
- 8 You have to pay a deposit of (If none is due insert nil)
- 9 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 Bank of England. This rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgment.
- 10 We may keep keys to the property.
- 11 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 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.
- 12 Agree to receive communications electronically via SMS text message, internet based instant messaging and email.

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

£20.00

 for each reminder.
- 3 Pay our reasonable costs for any cheque that does not clear. These will be

£15.00

 each time a cheque does not clear.
- 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
 - a. 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.
 - b. Report any maintenance issues within 7 days of them occurring.
- 6
 - a. Pay all phone bills relating to this property that apply during the period of the tenancy.
 - b. Provide us with your Council Tax Student Certificate of Exemption upon signing this agreement.
 - c. Pay for and replace all light bulbs, batteries and electrical fuses which become defective.
- 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 seven 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 re-letting 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 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 Park vehicles in your garage (if there is one) or on your parking space only and without causing an obstruction.
- 13 Pay the reasonable costs for replacing locks if you fail to return any key.
- 14 Lost keys - If you need a replacement key a charge will apply. If we need to let you into your property out of hours a callout fee from a local locksmith will be charged.
- 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 cut any grass regularly, but 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.
- 20 Pay our reasonable charges (including our costs) for preparing and checking any inventory or condition schedule at the beginning and end of the tenancy.
- 21 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.
- 22 Pay the reasonable legal and related costs which we have to pay in connection with (i) recovering possession of the property (ii) recovery of unpaid rent or other money payable under this agreement or (iii) steps taken if you fail to comply with the terms of this agreement (including such costs for any attempts by us to do so).
- 23 It is a condition of this tenancy that anyone occupying the property is in possession of a Right to Rent as set out by s22, Immigration Act 2014 at all times.

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 Nuisance and Anti-social behaviour: Not to cause or allow household members, or visitors to cause a nuisance or annoyance to the landlord, other tenants, or neighbours within the locality (anti-social behaviour includes minor problems with dogs, children, untidy gardens and lifestyle cases through to serious noise problems, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs and intimidation, harassment or victimisation on the grounds of a person's race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status).
- 3 **Bring bicycles**, motorcycles, and prams into the property without our permission, in writing (which we will not unreasonably withhold).
- 4 Bring any furniture into the property without our permission, in writing (which we will not unreasonably withhold).

- 5 Tamper with any fire precautions.
- 6 Hang pictures or posters on the walls without our permission, in writing (which we will not unreasonably withhold).
- 7 Use Blu-Tack or any similar type of adhesive on the walls.
- 8 Sublet the property or any part of it, or give up the property or any part of it to someone else.
- 9 Transfer the tenancy to someone else without our permission, in writing (which we will not unreasonably withhold).
- 10 Carry on any profession, trade or business in the property.
- 11 Display any permanent notice on the property.
- 12 Use the property as anything other than a private home.
- 13 Block, or allow guests to block, any of the shared areas, if this applies.
- 14 Dry washing inside the property, except in a ventilated room suitable for such purposes.
- 15 Use any paraffin or portable gas heater.
- 16 Smoke in the property
- 17 Anything which breaks the terms of any lease under which we own the property so long as a copy of the lease (or the relevant terms) has already been given to you.

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.

Condor Properties, Mill House, Lugg Bridge Mill, Worcester Road, Hereford, HR1 3NA

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.

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

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

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

Our signature:

Date

Your signature
(or signatures):

Date

Privacy Notice from your Landlord

Why we hold/process data

This notice sets out how we hold and process data we hold about you. We process personal information about our tenants and prospective tenants to enable us to provide residential accommodation which includes lettings; dealing with applications for tenancies; checking suitability for tenancies (including credit immigration and similar checks); property management; rent collection, maintaining our accounts and records; and administering tenancy deposits.

Relevant information may include personal details, employment and education details and financial details. Once legislation is in force, we have to undertake immigration checks on prospective tenants and residents. We are required to retain copies of the documents which we inspect as part of these checks. These may be retained in electronic form.

Sharing data with others

We may need to share personal information we process with others. Where this is necessary we are required to comply with data protection legislation.

Depending on the circumstances we may share information with other landlords; employers; educational institutions; universities and colleges; suppliers (including utilities) and service providers; financial organisations (including banks); credit and tenant reference agencies; tenancy deposit schemes; debt collection and tracing agencies; public and government bodies (including those who administer benefits and Council Tax); contractors and repairers; letting and managing agents; and any future owner of the property. This does not mean that we necessarily share information with all of the above but we may do so where it is necessary.

Council Tax and utilities/services

In order to ensure that Council Tax and Utilities and Service Bills including water charges are correctly collected we share information with the relevant local authority and utility/service providers. We also share this information to ensure that bills are directed to the correct person and charges and debts can be collected. By law, in certain areas information about who occupies a property has to be passed to water companies. In all other areas although this is voluntary we may pass over this information to water companies.

Why we use your personal information

Personal information which you supply to us may be used in a number of ways, for example to make decisions whether to let the property to you; for fraud prevention; for accounting and auditing purposes, for property management or for debt collection.

Right to obtain information

You have the right to request a copy of the information that we hold about you. We may make a small charge for this service. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information if this is inaccurate. To request this information please write to us or email us.