

**WARNING** This is a legally binding document – sign it only after you have read it all, and after having taken independent advice if you wish.

## ASSURED SHORTHOLD TENANCY AGREEMENT

### LANDLORD

Whose address for service at which notices and proceedings may be served under Section 48 LANDLORD & TENANT ACT 1987 is: c/o 2 Queen Anne Terrace, North Hill, Plymouth, PL4 8EG Tel: 01752 500511

### TENANT(S)

### TENANCY ADDRESS

The Landlord agrees to let and the tenant agrees to take the dwelling house (“the premises”) known as and situate at:

**TERM CERTAIN From the 01/09/\_\_\_\_ to the 17/08/\_\_\_\_.**

**Rent £** payable termly in advance (x3) on:

1<sup>st</sup> September 2021, 1<sup>st</sup> January 2022, 1<sup>st</sup> April 2022

Any Advanced Rent payments made will be deducted from the rent payable.

This is a fixed term tenancy for the dates detailed above. We will permit you to occupy the room for this period (subject to the conditions detailed in this tenancy agreement ) and you are obliged to pay your rent for this entire period. The rent payable for the period of this tenancy is £ payable in accordance with the payment schedule detailed above.

Landlords Bank Account: Sort-Code: 30-96-68 Account Number: 50829168 in the name of Clever Student Lets Ltd at Lloyds Bank Plc.

1. The Landlord lets and the Tenant takes the premises for the term specified above.
2. This Agreement is intended to create an Assured Short-hold Tenancy as defined in Section 19A of the Housing Act 1988.
3. This tenancy does/~~does not~~ include the use of the Landlords furniture and effects, except for: - N/A
4. **This Agreement may be brought to an end (but not earlier than the expiry of the term certain) by the Tenant giving to the Landlord at least ONE CALENDAR MONTHS WRITTEN NOTICE ending on the last day of a rent period.**
5. The Tenant shall provide the Landlord with a suitable Guarantor (see attached Deed of Guarantee ).
6. If two or more persons are together the Tenants their obligations to the Landlord shall be JOINT AND SEVERAL.
7. The Tenant shall only be a student in FULL TIME education. Should the Tenants status change from being a full time student, the Tenant undertakes to inform the Landlord immediately. The Tenant undertakes that should their status change they will be fully responsible for the full council tax on the whole of the property housing the Tenant.

### TENANCY CONDITIONS THE TENANT WILL: -

1. Pay the Rent at the times and in the manner specified in this Agreement, without deduction or set-off.
2. Pay interest on any rent in arrears for 14 days or more at the rate of 3% per annum above current Bank of England Base Rate.
3. Not damage or injure the Premises.
4. Permit the landlord or the Landlord’s agent to enter the Premises at all reasonable hours upon 24 hours written notice, to inspect the premises, furniture and effects therein and to carry out any repairs or maintenance to the Premises or Elsewhere which the landlord may consider necessary. Clever Student Lets Ltd reserves the right to enter the premises at any time without notice if there is an immediate concern for the welfare of the tenant or other occupiers.
5. Permit the Landlord’s agent, Clever Student Lets Ltd, as the authorised supplier of accommodation to UPIC (University of Plymouth International College) to enter their room at any time without notice if there is an immediate concern for the welfare of the tenant or other occupiers.
6. Not assign sub-let or part with possession of part or the whole of Premises.
7. The tenant hereby agrees with and warrants to the Landlord that the tenant will inform the landlord immediately if anyone in occupation of the premises is not a student in full time education. In the event that the premises or the building of which the premises forms part becomes liable for the payment of council tax because of any alteration in the status of any occupier then the tenant acknowledges that he/she will be liable jointly and severally with any other occupiers of the premises for payment of such council tax to the council and the tenant will immediately on demand indemnify the landlord against any sum which the landlord may be called upon by the council to pay in respect of council tax relating to the premises.
8. In the event that the tenant is a minor then the effect of this document will be to grant a licence and/or an equitable tenancy and to the extent that any provision or provisions hereof is or are inconsistent with the grant of such a licence or equitable tenancy then those provisions shall be amended to take effect in terms consistent therewith.
9. Not to take any Lodger, Paying Guest or any other person without prior written consent of the Landlord.
10. Not to use the premises other than for the purpose of a single dwelling house nor carry on any trade or profession from the premises.
11. Use the Premises in a tenant-like manner and not to cause or do anything which would be a nuisance or annoying to any adjoining occupiers.
12. Not to do anything, which would cause an increase in the premium of insurance on the Premises.

Clever Student Lets Ltd, 2 Queen Anne Terrace, North Hill, Plymouth, PL4 8EG

Comp Reg No. 07386506 Telephone: 01752 500511

mail:[admin@cleverstudentlets.com](mailto:admin@cleverstudentlets.com) website: [www.cleverstudentlets.com](http://www.cleverstudentlets.com)



11. Not fix or suffer to be fixed to the interior or exterior of the windows of the Premises any notice, sign, poster or advertisement without the prior written consent of the Landlord.
12. Not without the prior written consent of the Landlord keep any Cat, Dog or pets of any kind on the premises.
13. Deliver up the premises at the end of the tenancy in a very clean and tidy condition.
14. Return the keys of the premises to the Landlords Agent by 12 noon on the final day of the tenancy.
15. Not vacate the premises for a period longer than 7 CONSECUTIVE DAYS WITHOUT FIRST INFORMING THE LANDLORD in writing.
16. Not move anything into the premises (including furniture) except the Tenant's personal effects without first obtaining the consent in writing of the Landlords Managing Agent
17. Not apply adhesive or adhesive tape or fix tape, pins nails or other fixings of any kind to the walls, wallpaper or decorated surfaces of the Premises including ceilings, woodwork, doors or furniture.
18. Keep the doors of the Premises locked at all times when the Tenant is not in the Premises.
19. Accept that the property is provided in a clean and new (or as new condition) upon occupation.
20. Forward to the Landlord's Agent immediately upon receipt, any official notice addressed to the Landlord, Owner or Agent and relating to the Premises.
21. Keep the gardens in a very clean and tidy condition.
22. Not use any paraffin oil or gas heater (mobile or otherwise) other than that provided by the Landlord.
23. Not alter, pull-down add to or in anyway interfere with the construction or arrangements of the rooms.
24. Leave the furniture and effects at the end of the tenancy in the same rooms in which they were at the commencement of the tenancy.
25. Be responsible for the care and cleanliness of the kitchen, bathroom, stairways and lobbies and all utensils shall be properly washed and dried and replaced after use
26. Make every effort to prevent damage by water penetration to the decorations and contents and under take to inform the Landlord at once of any penetration by water.
27. Make all necessary efforts to prevent damage by inclement weather conditions to the central heating system (if any).
28. Inform the Landlord's Agent immediately of any outbreak of fire or of any burglary or attempted burglary.
29. Allow the Landlord or his Agent to enter the Premises during the tenancy for the purpose of allowing prospective tenants or purchasers to view the same and condition of the Premises.
30. Not to install any new locks in the Premises nor alter or change any existing locks in the Premises.
31. Not hold any parties in the Premises.
32. Not make any noise or play any radio audio equipment or musical instrument in or about the property so as to be audible outside the property.
33. Pay for the use of any telephone and not have the telephone number changed at the Premises.
34. Not hang or allow to be hung any clothes out of the windows of the Premises.
35. Not affix to the interior or exterior of the Premises any Aerial of any kind without first obtaining the written consent of the Landlord.
36. Keep clean, a reasonable proportion of all stairways leading to the Premises.
37. Not have any visitors or guests in the Premises between the hours of 11.00pm and 7.00am.
38. Not carry out any internal or external DECORATING without first obtaining the written consent of the Landlord and if permission is granted to be restored to the original color scheme prior to vacating the Premises.
39. Not move any of the Landlords furniture or possessions out of the Premises.
40. Open the WINDOWS often to AIR the Premises and therefore prevent the formation of condensation in the Premises.
41. Not bring into the property any electrical equipment, which does not comply with current U.K. electrical regulations.
42. Not operate any WASHING MACHINE whether the property of the Landlord or the Tenant before 9.00am in the morning or after 9.00pm at night. Be present in the property whilst any WASHING MACHINE is operating and on NO ACCOUNT shall washing machine be left to operate by itself automatically. In the event of a breach of this clause by the Tenant he/she will be held solely and fully responsible for any damage caused to the property and the contents as a result of the operation of any washing machine.
43. The tenant shall not at any time engage or encourage others to engage in anti-social behavior. Anti-social behavior is anything that causes a nuisance or annoyance to other occupiers or neighbors. Harassment to anyone in the local area (because of their race, colour, nationality, ethnic origin, sexuality, sex, religion, politics, age, medical condition or disability). Violence (including domestic abuse) against any person (including the Landlord, his agent or anyone acting on his behalf), will not be tolerated. It is anti-social to encourage anyone else to carry out or threaten to carry out any of the above. The occupier, under the terms of the tenancy, is responsible for the behavior of themselves, their family and their visitors. The landlord and his management company Clever Student Lets Ltd will not tolerate anti-social behavior, any breach of this agreement will lead to a loss of accommodation.
44. Internet is inclusive at the address stated within this tenancy, however provided it is proven to be active the Landlord shall not be liable for individual connection costs. The tenant must seek technical support from equipment manufacturer/internet service provider.
45. This is strictly a no-smoking property.
46. The Tenant will have access to the common areas with a non exclusive license in common with the other tenants of the Landlord, the Landlord, the Landlords agent and any other person authorized by the Landlord.

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**THIS AGREEMENT** may be brought to an end by the Landlord giving to the Tenant Notice of Seeking Possession of: Property Let on Assured Tenancy based on ground 2 and 8 in part 1 of schedule 2 of the Housing Act 1988 or on grounds 10, 11, 12, 13, 14, 15, 16 or 17 in Part 11 to Schedule 2 of the Housing Act 1988:

**IT IS HEREBY AGREED** that any Notice to be served upon the Tenant by the Landlord shall be sufficiently served if left at the premises in the form of a letter addressed to the Tenant or sent by post in a letter addressed to the Tenant at the premises (in the last instance service shall be deemed to be made at a time in which the letter would in the ordinary course be delivered when stamped as first class mail)

**PROVIDED ALWAYS** that if the said rent or any part thereof shall be in arrears for at least seven days after the same shall have become due (whether formally demanded or not) or if the Tenant(s) shall commit a breach of any of the several agreements and stipulations herein contained then and in such case it shall be lawful for the Landlord at any time thereafter to re-enter upon and take possession of the premises and of the said furniture and effects, but without prejudice to the other rights of action which the Landlord may have to recover all such rent in arrears and damages in respect of any breach of this agreement.

**THE LANDLORD** hereby agrees with the Tenant(s) that the Tenant(s) paying the rent and performing and observing all the agreements herein contained shall quietly possess and enjoy the premises during the Tenancy without interruption from the Landlord there meaning only the party hereto personally and not any reversionary or any person claiming in trust for him.

**Notice** section 102 Housing Act 1996 allows a Landlord to seek possession under ground 17 in Part 11 of Schedule 2 where he/she has been induced to grant a tenancy by a false statement made knowingly or recklessly by (a) the tenant, or (b) a person acting at the tenants instigation. The information contained is true and accurate. I agree that my previous landlords and my employer may be contacted for reference.

**General Data Protection Regulations 2018 ("GDPR")** Clever Student Lets Limited will process your **PERSONAL DATA** and that of any emergency contact and/or guarantor in accordance with its obligations under the GDPR to enable us to undertake activities necessary in the performance of tenancy agreement with you (Article 6(1)(b)) and in compliance with our Legal obligations (Article 6(1)(c)).

The Tenant will ensure that any nominated emergency contact and/or guarantor are informed of this clause.

The processing activities which Clever Student Lets Limited may undertake include those set up in our Data Protection Policy available on our website.

By entering into this Tenancy, the tenant(s) agree any information relating to the conduct of this tenancy may be disclosed to other landlords, where necessary.

DATED this

SIGNATURE OF AGENT

.....  
IF SIGNED BY AN AGENT. Name of Agent **Clever Student Lets Ltd**

**SIGNATURE OF ALL TENANTS**

.....  
1. Previous Address.....  
2. Previous Address .....  
Occupation ..... Employer .....  
Student ID Number ..... D.of.B ..... Place of Birth .....  
Tenant Telephone Numbers.....  
Tenant Email Address.....  
Next of Kin ..... N O K Tel No .....  
N O K Home address.....

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## All Inclusive Utility Bills

\* This property is subject to this agreement, whereby the landlord will pay the first £8.00 per week per student for all utilities used at the property.

Above this figure, you will be required to pay any additional costs.

Clever Student Lets will monitor all property expenses, and will advise the house regularly if costs are exceeding the all-inclusive rate.

\* The Landlord provides one television license per property. The television licensing authorities have ruled that should you bring another television into the property for your own use, you will be responsible for the television-licensing fee.

Please sign to confirm your understanding and acceptance of these terms

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Full Name:



**SURRENDER OF TENANCY**

NAME OF TENANT:

ADDRESS OF TENANCY:

LANDLORD:

I/We being the tenant of the above described tenancy hereby give irrevocable Notice that I/We will give up and surrender the tenancy of this property on the 17/08/\_\_\_\_ .

I confirm that any personal items left in the property after 17/08/\_\_\_\_ may be removed by the landlord or agent and donated to a UK registered charity and that I will be responsible for any costs incurred by the landlord or agent.

**SIGNATURE OF TENANT** .....

Date .....

RECEIVED THIS NOTICE ON .....  
(insert date)

SIGNATURE OF AGENT .....  
(on behalf of the Landlord)





CHECK LIST

Please read and if you have any questions ask the Lettings Team.

Rent Payments  
3 Termly Cheques provided or Visa Debit Form completed and signed.  
(If you have paid advance rent please deduct it from the first terms payment)

Keys  
Make sure you keep your keys with you always. If you lock yourself out of your room we will do our best to lend you a key if we are open. There is a standard fee of £19.50 which will be charged if we need to visit the property during normal working hours to open a room. This will be required to be paid at the point of room entry. Out of hours costs can be £35-£70. Try to get a house mate to let you in, and you could spend the night in the communal area to save yourself on the expense. If you need us we will always have someone on hand to help out with these situations.  
Lost keys or fobs will be charged according to circumstances.

Antisocial Behaviour  
You accept and agree to abide by those terms detailed in your tenancy agreement regarding anti social behaviour.

Arrears  
Any rent failing to be paid after 14 days from due date will be liable to pay interest of 3% above current Bank of England base rate.

Council Tax  
You must be a full time student. Should this not be the case, the full council tax on the house will be your responsibility not the Landlords, so if your status changes you must inform us immediately. I will supply evidence of full time student status if needed by Clever student lets.

Electrical Safety  
I confirm that all electrical items I bring into the property comply with all current safety standards and have been endorsed as fit to use and safe by a suitably qualified person.

General Data Protection Regulations (“GDPR”)  
Clever Student Lets limited will process my **PERSONAL DATA** and that of any emergency contact and/or guarantor\*, as a consequence of entering into the tenancy agreement. The processing activities which Clever Student Lets Limited may undertake include those set up in the Data Protection Policy which is published and available via the Clever Student Lets Limited website  
*\*Please ensure that your emergency contact and/or guarantor is aware of this.*

I accept all the points above and confirm I am a full time student.

Property address .....

Student’s signature.....

Print Name.....

On behalf of cleverstudentlets.....

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