

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY	
Date:	11th August 2023(Leics)/12 <sup>th</sup> August 2023 (Coventry)
Landlord:	CODE Students Ltd
Of:	Head Office 40-46 Western Road, Leicester, LE3 0GH
Tenant:	#FName# #SName#
Of:	#HomeAddress#
Property:	Room No: #RoomNo#, #ComplexAddress#
Tenancy Period:	The tenancy shall commence on 11th or 12 <sup>th</sup> August 2023 and shall expire on the last date of the occupancy period without interruption subject to clause B1.
Occupancy Period:	INSERT DEPENDING ON CONTRACT
Payment Schedule	#Charges#

- Once your booking is complete the refundable holding deposit is credited to your first rent instalment, by accepting this contract you are agreeing to pay one weeks' rent as a refundable deposit to be credited against your first rent instalment.
- The Landlord agrees to let, and the tenant agrees to take the Property at the Rent for the Tenancy Period subject to the Standard Letting Terms as set out in this Tenancy Agreement.
- This is an agreement to create an Assured Shorthold Tenancy under the Housing Act 1988 as amended by the Housing Act 1996. The Tenant understands that the Landlord will be entitled to recover possession of the Property when the Tenancy Period ends.
- The Tenant and the Guarantor and the Landlord agree with each other to comply with the requirements of this Tenancy Agreement.
- The Landlord's name and address is set out above for the purposes of Section 48 Landlord and Tenant Act 1987 and is to be used by the Tenant for all notices (including those in legal proceedings) until the Tenant receives written notification of a different name or address for the Landlord.

### Standard Letting Terms

In these terms –

- provisions relating to the Property apply to every part of it and its fixtures fittings and decorations,
- when more than one person has signed this Tenancy Agreement as the Landlord the Tenant or the Guarantor, the term the Landlord the Tenant or the Guarantor shall mean each of them and they are responsible for their obligations both jointly and individually,
- the Landlord includes the persons from time to time entitled to receive the Rent,
- if the Landlord holds the property on a lease, the Landlord will (where appropriate) procure that his obligations are fulfilled by the superior landlord and
- the headings are only for convenience and are not part of the Standard Letting Terms.

#### A. Landlord's Obligations

##### A1. Occupation by Tenant

The Landlord will give the Tenant exclusive uninterrupted occupation (subject to clause B1 below) of the property during the Tenancy Period for as long as the Tenant complies with the Tenant's obligations under this Tenancy Agreement.

##### A2. Main Repairs

The Landlord will maintain in good condition:

- the outside of the Property,
- the main structure of the Property, and
- the fixed gas, electrical and heating appliances in the Property,

but this does not include remedying any damage caused by the Tenant unless the cost is met by insurance under clause A4 and the Landlord is not responsible for TV aerials/ phone lines or electricity or gas meters. The Landlord must comply with the Landlord and Tenant Act 1985 Section 11 as to his responsibility for repairs in the Property in so far as any obligations have inadvertently not been expressly set out in this clause A.2.

**A3. Landlord's payments etc**

If the Landlord holds the Property on a lease, the Landlord will pay the rents and other sums payable under the lease and will observe all obligations imposed on him by that lease except for those which are the Tenant's under this Tenancy Agreement.

**A4. Insurance**

The Landlord will:

(a) arrange for the Property to be insured under comprehensive insurance policies, (details of the "personal belongings care" covering Tenant's possessions can be found at <https://codestudents.co/belongings-care>)

(b) use all reasonable efforts to arrange for any damage caused by any insured risk to the Property (but not the Tenant's possessions) to be remedied as soon as practicable, and

(c) refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result as such damage, any dispute as to the refund to be decided by arbitration,

but (b) and (c) will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do.

**A5. Water Rates**

The Landlord will pay all water and sewerage charges in respect of the Property.

**A6. Deposit**

(a) The Tenant must pay the £400 refundable tenancy deposit to the Landlord as set out in the payment schedule as security towards the discharge or part discharge of any liability referred to in sub-clause (c) and subject to this is to be held on trust for the Tenant absolutely.

(b) The refundable tenancy deposit shall be held on the terms of a deposit protection scheme established under the Housing Act 2004 Section 212 ('the Scheme') the details of which will be notified to the Tenant prior to the commencement of the Tenancy and the parties agree that any provisions of the Scheme which need to be incorporated into the Tenancy will be incorporated herein on notification to the Tenant of those provisions. The Landlord shall comply promptly with his obligations under the Scheme.

(c) The following sums may be paid out of the Deposit to the Landlord in accordance with the terms of the Scheme:

(i) any Rent or other payments due from the Tenant to the Landlord, including advance rent that has fallen due;

(ii) any reasonable sum the Landlord expends or incurs in remedying any failure by the Tenant to comply with his obligations under this agreement; and

(iii) after the end of the Term, any sum owing to the Landlord equivalent to rent in respect of any period of unauthorised occupation by the Tenant or anyone under his control;

(d) If the refundable tenancy deposit or part of it is applied as authorised by sub-clause (c) and in accordance with the terms of the Scheme, the Tenant must, at the Landlord's written request, pay the Landlord a further sum to restore the Deposit to the agreed amount stated in the Particulars and the Landlord shall comply promptly with his obligations under the Scheme in relation to this further sum.

(e) Subject to the provisions of sub-clause (d), the refundable tenancy deposit or the balance of it must be returned to the Tenant after the end of the Term in accordance with the provisions of the Scheme but any interest earned on the refundable tenancy deposit may be retained by the Landlord.

**A7. Gym**

The Landlord will equip and make available to the tenant an exercise gym (locations vary), the use of which will be subject to such rules as the Landlord may from time to time think prudent to apply.

**A8. Broadband**

The Landlord will provide at the Landlord's expense a broadband internet connection.

**A9. Control of Legionella**

- a) undertake a legionella risk assessment for the property and review periodically
- b) ensure hot water temperatures on boilers/water heaters cylinders has been set to 60 degrees to minimise the risk of legionella bacteria forming
- c) Prior to letting property ensure that the hot and cold-water systems have been flushed through and that shower heads have been cleaned, disinfected, and descaled.

**B. Tenant's Obligations**

**B1. Occupancy Period**

The occupancy period is the period during which the tenant shall be entitled to access the property to either reside or store personal belongings.

Unless otherwise agreed with the Landlord the Tenant will not be entitled to take occupation of the Property and will not be allowed access to the Property during the period 11th August 2023 and 7th September 2023 during the Tenancy Period.

## B2. *Payment of Rent and other services*

The Tenant will pay the Rent on the Rent Days without any deduction or set-off. The rent will be paid by authorised means and should there be any fraudulent activity, or a credit/debit card chargeback involved then the tenant will immediately become liable for the rent outstanding notwithstanding any charges for late payment. Should the tenant not be able to offer an adequate explanation then the landlord has the discretion to apply Early Termination as detailed in Section C.

### B2A. *Increase in rent*

The Landlord reserves the right to increase the rent at the conclusion of this agreement should the tenant remain in occupation of the property after the expiry of any fixed term.

### B3. *Charges for late payment*

If the Tenant fails to pay within 14 days of the due date any amount of the Rent or other sum payable to the Landlord under this Tenancy agreement, the Tenant will be liable to a charge calculated at a rate equivalent to the payment that would have been payable multiplied by the interest at the rate of 3% above the Bank of England's annual percentage rate for each day that the payment is outstanding (for a late rent payment) or the reasonable costs incurred by the Landlord (for a replacement key/security device).

### B4. *Outgoings*

The Tenant will promptly pay and protect the Landlord from any loss arising from the Tenant's failure to pay:

- (a) Any Council Tax or similar tax in respect of the Property or its occupants for the Tenancy Period;
- (b) Any telephone services consumed on or supplied to the Property during the Tenancy Period, including standard and rental charges as well as charges for units consumed or used, and including a proper part of any sums paid for periods starting before or ending after the Tenancy Period.
- (c) Electricity charges see clause D4 below.

### B5. *Use of Property and communal areas*

The Tenant will:

- (a) use the Property and all communal areas carefully and properly and will not damage any such areas,
- (b) take proper caution to prevent escape of water from the Property and all communal areas and report any leaks or overflows immediately to the landlord and endeavour to prevent the escape of water until such leak can be rectified,
- (c) not bring any dangerous substances onto the Property or all communal areas or do anything, which may invalidate the insurance of the Property or the Building of which the Property forms part or entitle the insurers to refuse to pay out policy monies or to increase the insurance premiums. The use of candles, incense burners, Shisha pipes & chip pans are expressly prohibited and
- (d) not smoke in or near the property and will take all reasonable care not to set off any of the fire alarms in the communal areas. The Tenant will be responsible for any fees charged or fines levied by the fire service for calls out caused by the Tenant's breach of this obligation.

### B6. *Maintain the condition of the Property*

The Tenant will:

- (a) not damage, injure or make any alteration or addition to the Property, the fixtures, fittings, furnishings, or effects therein nor to allow visitors to do the same,
- (b) keep the Property in a clean and tidy condition during the Tenancy Period, including external areas where these directly adjoin the property,
- (c) preserve the fixtures, fittings, furnishings, and effects in the Property from being destroyed or damaged and not part with possession of or remove any of them from the property and not to bring any of the Tenant's own fixtures, fittings, furnishings into the property without the Landlord's prior consent in writing such consent not to be unreasonably withheld,
- (d) keep wall decorations in good order and not use or permit the use of Blu Tac or tape or any other adhesive substances on such surfaces and
- (e) not use newspapers, towels, or flags as an alternative to curtains or blinds at the Property

but, if the Tenant complies with clause B5, the Tenant will not be responsible for fair wear and tear caused by normal use or for damage by risks insured under clause A4.

**B7. *Replace damaged items***

The Tenant will immediately pay for or replace:

- (a) broken windows, doors, or door locks of the same quality to their accommodation regardless of whether the tenant was personally responsible for their breakage
- (b) any components of gas, electrical, heating, or other appliances which become defective due to misuse

but, if the Tenant complies to clause B5, the Tenant will not be responsible for damage by risks insured under clause A4.

**B8. *Allow entry by the Landlord and Agent***

The Tenant will allow the Landlord or the Landlord's agent and any other superior landlord (and where necessary with workmen and others) at all reasonable times during the Tenancy Period on reasonable prior notice (or without notice in emergency) to enter the Property for the purpose of:

- (a) repairing or painting the outside of the Property or any adjoining property or carrying out any structural or other necessary repairs to the Property or any adjoining property, or
- (b) Examining the state and condition of the Property, or
- (c) The Landlord or his employees showing the Property to prospective tenants or purchasers and for this purpose no more than 24 hours' notice will be required,

PROVIDED ALWAYS that the Landlord can access the Property without notice when the Landlord is unable to contact the Tenant and fears for the health of the Tenant or where the Landlord has attempted to contact the Tenant without success and suspects that the Tenant has vacated the accommodation.

**B9. *Notice to Repair***

If the Landlord or Landlord's agent gives the Tenant written notice requiring the Tenant to remedy any failure by the Tenant to comply with clauses B5 to B7 above, the Tenant will carry out the necessary remedial work within 7 days or such longer period as may be reasonable in the circumstances from being given notice. Where this does not happen the Landlord or persons acting on his behalf are entitled to enter the Property to undertake the work, the cost of which will be charged to the Tenant and payment is expected on demand.

**B10. *No assigning or underletting etc***

The Tenant will not:

- (a) assign, underlet, charge or part with possession of the whole or any part of the Property,
- (b) take in lodgers or
- (c) share occupation with any person
- (d) give possession of the keys or fob to any other individual for any period of time

Should the tenant contravene any of the above then this will lead to forfeiture of the damage deposit and any other reasonable charge to ensure the property is secure.

**B11. *Private Residential use only***

The Tenant will not carry on any profession trade or business whatsoever at the Property but will use it only as a residence for the Tenant personally and the Tenant's visitors and no other person.

**B12. *Proper conduct***

12.1 The Tenant will not:

- (a) use the Room, the Flat or the Property for any improper, immoral or illegal purpose nor use the Property or act in any way which may, in the Landlord's reasonable opinion, cause a nuisance, damage or annoyance to the other Tenants of the Property, or neighbours, or any other person;
- (b) hang on the outside of the property any flowerbox, flowerpot or similar object or any clothes or any other articles;
- (c) block or put any noxious substances into the sinks, baths, lavatories, cisterns, waste, or soil pipes in the property or allow them to overflow;
- (d) leave the entrance doors to the property open;
- (e) play any audio equipment or musical instrument or otherwise make any sound in the property so as to heard outside the property in such manner as may cause disturbance after 2300 hours or before 0800 hours on any day;
- (f) use in the property any electrical device which is not fitted with an effective suppressor;
- (g) use any television in the property without having a television licence (unless legal exemptions are applicable);
- (h) change any of the locks of the property or have any duplicate keys made;
- (i) keep any animal, bird, insect, or reptile save with the Landlord's specific permission which will not be unreasonably withheld or delayed.
- (j) keep, store, or use any gas or oil heater or other fuel burning appliance in the Property, including paraffin heater candles etc., or any other flame lit device;

- (k) exhibit or place any notice, sign, or advertisement so as to be visible from outside the property;
- (l) make payment for rent or services other than by authorised means and ensure there are no grounds for a chargeback on debit/credit card transactions;
- (m) smoke in or near the Property (including E-cigarettes);
- (n) tamper with the fire prevention systems and control equipment (including maliciously, recklessly, negligently or through inadvertence activating such fire prevention systems; This will be treated as a serious breach of this Tenancy Agreement. (You should note that tampering with fire prevention/life-saving equipment including, but not restricted to, fire extinguishers, fire doors and smoke detectors, is a criminal offence (punishable by a fine and/or imprisonment);
- (o) use designated fire escapes except for the purposes of emergency escape;
- (p) keep use or supply illegal drugs or psychoactive substances;
- (q) keep or use any firearms, knives (other than kitchen knives), or any other offensive weapons;
- (r) use threatening, abusive behaviour or any behaviour amounting to the unlawful harassment, towards other Tenants or guests and members of the Landlord's staff or their representatives or to visitors or occupants of neighbouring properties; If this is aggravated by including either racial, religiously, homophobic, or disability comments or behaviour (including references to sexuality) this will be treated more seriously;
- (s) erect any external wireless or television aerial or satellite dish at the Property or hang clothes or fabrics out of the windows or doors of the Property;
- (t) post material on social media platforms or elsewhere which the Landlord (acting reasonably) considers to be illegal, immoral, racist, posing a threat of violence or connected any act of terrorism (whether actual, fictional, or proposed);

12.2 If you have any guests or visitors to the Property, you will:

- (a) be responsible for the conduct of guests/ visitors;
- (b) make sure that any guests/visitors you may have to the Property comply with the provisions of the above Clause; and
- (c) notify the Landlord, in advance, should you have any visitors to the Room or the Flat particularly those who may require assistance should it be necessary to evacuate the Property.

#### B13. *No alterations*

The Tenant will not:

- (a) alter or add to the Property internally or externally,
- (b) decorate the interior or the exterior of the Property, or
- (c) erect any external aerial or satellite dish at the Property.

#### B14. *Pass on notices*

Within seven days of receipt, the Tenant will give to the Landlord a copy of any notice, order or legal proceedings relating to the Property received by the Tenant from any superior Landlord, government department, local or public authority or other party.

#### B15. *Obligations of the Tenant at the end of the Tenancy period; where the Tenancy is terminated early in accordance with the conditions of this tenancy or where the Tenant abandons the property during the period of the Tenancy.*

The Tenant, when leaving the property, will –

- (a) hand to the Landlord or the Landlord's agent all the keys and entrance fobs to the property;
- (b) give the Landlord vacant possession to the property;
- (c) ensure that the property is completely clean and tidy and is in the condition required by these letting terms;
- (d) leave the fixtures, fittings, and Landlord's effects in the same places in which they were at the commencement of the tenancy;
- (e) leave all fixtures, fittings and furnishings and effects in the same clean state and condition as they were at the commencement of the tenancy (reasonable wear and tear accepted)
- (f) remove all rubbish and furniture not belonging to Landlord;
- (g) ensure that the fuse board is turned off at the time the Tenant leaves the property. If this is not done, any electricity used at the property once the tenant has left and whilst the property remains vacant shall be paid by the Tenant;

Any costs incurred by the Landlord by the failure of the Tenant to comply with any of the above conditions shall be paid by the Tenant. Schedules of current replacement and cleaning costs incurred by the Landlord are listed at <https://codestudents.co/leics-costs>

#### B16. *Payments for a period of unauthorised occupation*

A period of unauthorised occupation is any period (including any day or part of a day outside the Tenancy Period during which either

- (a) the Tenant or anyone under his control remains in occupation of the Property or leaves any belongings or property in the Property other than small items left accidentally that can be easily and cheaply removed or

(b) the keys and entrance fobs to the Property have not been returned to the Landlord or his agents, unless as a result of accident or injury or serious illness to the Tenant.

For any period of unauthorised occupation, the Tenant must pay to the Landlord an amount calculated at a rate equivalent to the Rent that would have been payable for the Property for that period plus interest at the rate of 3% above the base lending rate of HSBC Bank plc (or such other bank as the Landlord may from time to time nominate in writing)

**B17. Regulations for the Building**

The Tenant must observe and perform the regulations for use and conduct of persons in the Building reasonably made from time to time by the Landlord for the management or improvement of the building of which the Property forms part after prior consultation with the Tenant (reasonable account being taken of the Tenant's views) and communicated to the Tenant.

**B18. Costs of Enforcement**

The Tenant must pay the Landlords reasonable costs, charges, disbursements, and expenses properly incurred in relation to or incidental to:

- (a) recovery or attempted recovery of arrears of rent or other sums due under this Tenancy Agreement and
- (b) any steps taken in contemplation of or in direct connection with the preparation and service of a schedule of dilapidations (being a document containing details of alleged breaches of the Tenant's obligations in relation to the state and condition of the Property) during or after the end of the Term.

**B19. Warranty as to convictions**

The Tenant warrants that before the signature of this Tenancy Agreement he has disclosed to the Landlord in writing any conviction, judgement or finding of any court or tribunal relating to the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or continue insurance of any risk against which the Property is insured.

**B20. Parking of cars (This is a requirement of the planning permission for the Property)**

During the period of this Tenancy the Tenant will not park at the Property or within 5 kilometres of it any car which is within their ownership custody or control in connection with the use of the Property.

**B21. Control of Legionella**

The tenant will

- a) not alter the hot water temperatures on boilers/water heaters cylinders as this has been set to 60°C to minimise the risk of legionella bacteria forming.
- b) Inform the landlord if they believe the hot water temperature is below 50°C or the hot water tank/boiler is defective in any way
- c) advise landlord if they believe the cold-water temperature is above 20°C
- d) clean, disinfect and descale shower heads at least once every 6 months
- e) flush through little used outlets for 2 minutes at least once a week
- f) run any showers/sprays/taps for at least 2 minutes if the tenant is away from the property for more than 10 consecutive days
- g) notify the landlord/letting agent if they notice any debris or discolouration in the hot or cold water

**B22. Avoiding the spread of infectious disease.**

The Tenant shall also comply with all rules and regulations imposed by either HM Government or by Local Government, including Health Authorities imposed to prevent the spread of any infection.

**C. Early Termination**

**C1. Landlord's right of early termination**

If and whenever during the Tenancy Period:

- (a) at least two months' rent lawfully due from the Tenant is unpaid, or
- (b) the Tenant fails to comply with any of the Tenant's obligations or other term under this Tenancy Agreement; or
- (c) the grounds for possession under the Housing Act 1988 Schedule 2 Grounds 2 (tenancy subject to prior mortgage), 8 (at least two months' rent arrears) or the Housing Act 1988 Schedule 2 Part II Grounds 19 (some rent due), 11 (persistent delay in paying rent), 12 (other breaches of obligation), 13 (committing acts of waste or neglect) or 14 (causing nuisance or annoyance) apply, or
- (d) the Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors or has any distress or execution levied on his goods;

then the Landlord may bring a court action to recover possession of the Property, even if any previous right to do so has been waived.

**C2. Effect of early termination**

Termination of this tenancy agreement under Clause 1 shall bring to an end the Tenancy Period but does not release the Tenant from any of the outstanding obligations and conditions under this tenancy agreement.

In the event that the Tenant wishes to vacate the property prior to the end of the tenancy or if the Tenant has not yet occupied the property and no longer wishes to do so, the Tenant should notify the Landlord, in writing, confirming the date when the property will be vacant.

In order to cover all loss incurred by the Landlord, the Tenant will be liable for the following:

- (a) The cost of one weeks' rent if they end their fixed term tenancy early or leave without giving notice on or before 24th April 2023 when the payment of the tenancy deposit is due;
- (b) £400 if they end their fixed term tenancy early or leave without giving notice from the 24<sup>th</sup> April 2023 when the tenancy deposit is due.

The Landlord will, upon receipt of the above notice seek to re-let the property at the same weekly rent for the remainder of the contract period. If a new Tenant is found, and a new (replacement) tenancy agreement signed, the Tenant contracted under this tenancy will remain liable for the rent up to the date of the commencement of the replacement tenancy together with the amounts shown in paragraphs (a) and (b) above.

The Landlord may let the Accommodation to a replacement Tenant, but if the Landlord is not able to achieve as high a rent, or as long a tenancy, as the Tenant shown in the original Tenancy Agreement, the Tenant shall remain liable for the shortfall.

#### **D. Other Terms**

##### **D1. Keys and Call-out charge**

In the event of the keys or entrance fobs to the Property being lost by the Tenant or by any party on behalf of the Tenant, the Tenant shall be liable for the cost of replacing the locks to the Property or the building of which the Property forms part including costs for the supply of replacement keys or entrance fobs for the same to the Landlord, the Landlord's Agents and other residents of the building (if appropriate).

##### **D2. Condition of the property**

The Tenant will inspect the Property on the first day of the occupancy period and agree the condition of the Property by signing and returning an Inventory record for the Property. Any damage to the Property on taking first occupation must be brought to the attention of the Landlord with 48 hours of the first day of check in so that it can be noted as previous damage.

##### **D3. Suspension of rent**

If the property burns down or the Tenant cannot live in it because of fire damage the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again.

##### **D4. Electricity Charges**

###### **(a) Electricity Allowance Contracts**

Where the tenancy as set out as above "Electricity allowance", the Landlord will pay for the cost of all electricity consumed within the property up to a maximum of number of units as shown at

<https://codestudents.co/leics-costs>

<https://codestudents.co/cov-costs>

for a 48 week contract and 51 week contract respectively. Any consumption in excess of this amount will be charged back to the tenant by the Landlord at the rate of currently shown in the Schedule. Full details of scheme to be communicated to tenant no later than 24 October of the year in which the tenancy commences.

###### **(b) Electricity Excluded Contracts**

Where the tenancy as set out as above "Electricity Excluded", the tenant will promptly pay all electricity bills raised by the Landlord for the electricity supplied to the property. The tenant acknowledges that the landlord has entered into a contract with the supplier shown at

<https://codestudents.co/leics-costs>

<https://codestudents.co/cov-costs>

to supply electricity to the property and that tenant will not be able to transfer the supply to any other supply company. The landlord will bill the tenant for the electricity used on dates to be advised, along with the rates to be charged on or before 24th October of the year in which the tenancy commences. The landlord warrants that the rate at which the supply will be charged (including standing charges) is the rate available in the market at that date, for similar properties and supply periods. The landlord will apply remittances from the tenant against amounts due and payable under the terms of this tenancy strictly in date order, the earliest first. Full details of scheme to be communicated to tenant no later than 24 October of the year in which the tenancy commences

#### **E. Severability of Terms of contract**

If any term, condition, or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful, or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

#### **F Jurisdiction**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales in force at the time.

DRAFT