



STUDENT TENANCY AGREEMENT 2020/2021

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TENANCY AGREEMENT

For letting a furnished dwelling house
on an assured shorthold tenancy
under Part 1 of the Housing Act 1988

CONTRACT DATE _____ REFERENCE No _____ HMO LICENCE No _____

SAFE AGENT REGISTRATION No S2851 NLA REGISTRATION 051706

PROPERTY The dwelling – house at _____

NUMBER OF BEDROOMS _____ LANDLORD NAME _____

PARTIES:

- (i). THE LANDLORD/KEY HOME RESIDENTIAL SALES AND LETTINGS LIMITED Key Home Residential Sales and Lettings Limited,
7A Milton Street, Northampton, NN2 7JG
info@keyhomelimited.co.uk

(ii). THE TENANT (S)* the first named person will be the “Lead Tenant”

Name	Room
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

(iii). THE Guarantor(s)

Name	Relationship to Tenant
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Together with Fixtures, Furniture and Effects in the Property listed in the inventory signed by the parties.

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TERM A fixed term of **12 months/52 weeks** from and including 11/07/20 to and including 09/07/21

TOTAL RENT FOR FIXED PERIOD £ _____ £ _____ per week **payable in advance**

RENT Inclusive of Utilities as listed below **YES / NO** **PREFERRED PAYMENT METHOD DIRECT DEBIT**

RETAINER RATE 50% rent for any unoccupied period between 11/07/20 and 12/09/20

1.	1 st summer Rent Payment	11/07/20	£
2.	2 nd summer Rent Payment	11/08/20	£
3.	First Termly payment due	29/09/20	£
4.	Further equal termly due	12/01/21	£
5.	Final payment due on or before	20/04/21	£

***NOTE: All Tenants will be jointly and severally liable for the Tenant's obligations contained within this Agreement. If any tenants do not pay rent/costs on the last day of this contract all tenants and guarantors will become liable for any outstanding rent/costs relating to the property.**

DEPOSIT £ _____

DAMAGE DEPOSIT SCHEME: -

MY DEPOSITS KEY HOME RESIDENTIAL SALES AND LETTINGS LIMITED MEMBERSHIP NUMBER - 50017757

ADDITIONAL CHARGES: - UTILITIES & SERVICES included in the Rent are listed below.

Utilities & Services	Yes	No	Notes
Heating			
Electricity			
Water			
Internet			The wifi provided is sufficient for your studies. No Ethernet Cables are permitted.
TV Licence			
Cleaner			This may be cancelled if the cleaner cannot access the communal areas. These areas must be accessible and free of clutter. All rent must be paid up to date.
Gardener			Tenants liable for upkeep of garden areas if the tools are provided by Landlord/Key Home Residential Sales and Lettings Limited.

In accordance with a fair usage policy of utilities, a monetary cap of £ _____ will apply to the property for the Term of the Agreement. All tenants are liable for over usage.

Utilities will be monitored monthly, you will be notified should your utility usage causes concern. IF you exceed your fair usage cap, the Landlord/Key Home Residential Sales and Lettings Limited reserves the right to place the utilities in the names of the tenants in this instance.

Note: Tenants are advised to carefully check this list and refer to clauses 3.3.2 and 6.2.5 in the Agreement.

***NOTE: All Tenants will be jointly and severally liable for the Tenant's obligations contained within this Agreement.** Should any signatories fail to pay rent we will chase all signatories and guarantors will be liable. In the event of non-payment of Rent and/or other breach of the Agreement, any individual Tenant or group of Tenants may be pursued. This means that legal action may be brought against any one or any group of the Tenants. During the fixed term of the tenancy all tenants will be bound to the tenancy throughout. No single tenant can give notice or leave without an explicit agreement with the Landlord/Key Home Residential Sales and Lettings Limited.

You should read this agreement carefully before signing. It contains legal obligations which will require you to pay money and carry out actions for a significant period of time and may be difficult for you to get out of. If you do not understand anything in this agreement then you should take advice from a solicitor, the Citizens Advice Bureau, Law Centres, or the University of Northampton Accommodation Office.

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THE LANDLORD/KEY HOME RESIDENTIAL SALES AND LETTINGS LIMITED agrees to let the Property to the tenant for the Term at the Rent payable as set out on this contract.

1. TENANCY AGREEMENT

- 1.1 **THIS** Agreement creates an Assured Shorthold Tenancy within Part 1 Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord/Key Home Residential Sales and Lettings Limited can recover possession as set out in section 21 of that Act.
- 1.2 In the event that an individual tenant loses full-time student status the Landlord/Key Home Residential Sales and Lettings Limited must be notified in writing within 7 days.
- 1.3 Any notice served by the Landlord/Key Home Residential Sales and Lettings Limited will be deemed to have been served if it is Emailed to the address notified to the Landlord/Key Home Residential Sales and Lettings Limited by the Tenant or, if the Tenant comprises of more than one person, to the address of at least one such person; by delivery to the Property address by ordinary first-class post or any similar service; or by hand delivery to the Property. Such notices will be deemed served the day after sending, posting or delivery respectively.
- 1.4 Any notice to be served on the Landlord/Key Home Residential Sales and Lettings Limited by the Tenant will be deemed served the following day if it is sent to the address for the Landlord/Key Home Residential Sales and Lettings Limited by ordinary first-class post or delivered to that address by hand delivery.

2. JOINT TENANCY

- 2.1 If more than 1 person is named as the "Tenant" the tenancy shall be deemed to be a joint and several tenancies. The Landlord/Key Home Residential Sales and Lettings Limited is entitled to treat the persons named as "the Tenant" as a group and is not obliged to deal with each person individually.
- 2.2 Each person named as the Tenant can be held liable for all the Tenants obligations contained within this Agreement.
- 2.3 The person named as Lead Tenant has no greater liability to the Landlord/Key Home Residential Sales and Lettings Limited than any other named Tenants.

3. TENANTS OBLIGATIONS

The Tenant agrees with the Landlord/Key Home Residential Sales and Lettings Limited: -

3.1 Rent

- 3.1.1 To pay the Rent in advance instalments on the Payment Days, without deduction, in cleared funds, and whether formally demanded or not as set out above.
- 3.1.2 To pay either by BACS, Standing Order, Direct Debit or other such means as the Landlord/Key Home Residential Sales and Lettings Limited and the Tenant agree.
- 3.1.3 The rent amount has been set on the basis that all tenants will be full-time students and on production of the Council Tax Exemption Certificate Council Tax is not payable.
- 3.1.4 Payment of the Retainer entitles the Tenant's belongings to be stored at his/her own risk in the Property but does not entitle the Tenant to hold a key or reside at the Property and if the Tenant does exercise their right to reside at the Property whether in breach of this provision or by prior written agreement with the Landlord/Key Home Residential Sales and Lettings Limited, he/she shall be liable for the rent in full. The Tenant may gain access to the property during the retainer period at reasonable times of the day by arrangement with the Landlord/Key Home Residential Sales and Lettings Limited having given the Landlord/Key Home Residential Sales and Lettings Limited at least 24 hours' notice. Any belongings left over the summer period and not bagged/boxed and clearly labelled "incoming tenant" are liable to be disposed of without notice or compensation being payable.
- 3.1.5
 - a. If any Standing Orders/Direct Debits/Cheques are likely to fail Key Home Residential Sales and Lettings Limited will need written notice ten working days prior to the due date.
 - b. Any rent due under this agreement which is not made within 14 days of falling due will attract simple interest calculated daily at the rate of 3% above Bank of England Base rate from the date due until the date it is paid.
 - c. The Landlord/Key Home Residential Sales and Lettings Limited may charge costs/expenses cover any incurred costs should legal action become necessary in the County Court to recover arrears of more than 2 months from any individual tenant.
 - d. If debt collectors are instructed to recover any outstanding rent/costs/bills all their company costs will be added to your debts.

3.2 Council Tax

- 3.2.1 To be responsible for applying for any discounts or exemptions from Council Tax which the Tenant is entitled to.
- 3.2.2 To pay any Council Tax direct to the Council of which the Landlord becomes liable because (during the tenancy) the Tenant ceases to live at the Property or because any individual comprising the Tenant is not or ceases to be a full time student.

3.3 Outgoings

- 3.3.1 To arrange within 3 days of the commencement of the Term with the relevant authorities for all accounts in respect of gas, electricity, water, telephone (if any) and television licence (and cable or satellite TV) at the Property to be addressed to and be the responsibility of the Tenant for the duration of the Tenancy unless agreed otherwise by the Landlord/Key Home Residential Sales and Lettings Limited.
- 3.3.2 Where payment of certain utility bills is included in the Rent (all-inclusive Agreements) the Landlord/Key Home Residential Sales and Lettings Limited shall operate a fair usage policy and a monetary cap shall be applied as detailed in the particulars above. Accounts shall be registered in the name of the Landlord/Key Home Residential Sales and Lettings Limited and should not be changed.
- 3.3.3 Not to change service provider or meter type without written permission from the Landlord/Key Home Residential Sales and Lettings Limited.
- 3.3.4 The Landlord/Key Home Residential Sales and Lettings Limited shall invoice the Tenant for any charges other than rent which are payable during this Agreement and shall give the Tenant 14 days from the date of the invoice in which to pay.
- 3.3.5 Tenant's liability is to ensure prepay gas and or electricity meters – must always be credited.

3.4 Repairs and Maintenance must be paid for during tenancy. <https://www.keyhomelimited.co.uk/report-maintenance/> should they be deemed tenant responsible. See clause 3.4.3.

- 3.4.1 To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and clean condition at all times (except for damage caused by accidental fire and except for anything which the Landlord/Key Home Residential Sales and Lettings Limited is liable to repair under this Agreement or by law) and to immediately replace if necessary, any items of the Fixtures, Furniture and Effects which have been damaged or destroyed.
- 3.4.2 If any damage occurs to the property which the Tenant considers they are not liable for the Tenant will only be relieved of the cost of repair or replacement if the Tenant notifies the Landlord/Key Home Residential Sales and Lettings Limited in writing of the damage within a reasonable time of the Tenant first becoming aware of it.
- 3.4.3 Whilst the Tenant is encouraged to report all genuine faults and problems, the Landlord/Key Home Residential Sales and Lettings Limited reserves the right to charge for unnecessary call-outs for minor matters which fall within the Tenant's reasonable duty to deal with. (e.g. trip switches, blown light bulbs (not in sealed units); timer and safety switch settings, blocked vacuum cleaners, blocked tumble drier filters, blocked sinks or drains, etc.).
- 3.4.4 Any faults or problems must be reported to the Landlord/Key Home Residential Sales and Lettings Limited in writing or by email (info@keyhomelimited.co.uk). In the event of an out of hours emergency for example fire or flood call 07599 931287 this number is only answered Monday to Friday 17:30hrs to 22:00 hrs, Saturday 12:00hrs to 16:00hrs, Sunday 9:00hrs to 16:00hrs. Normal Office hours are Monday to Friday 9:00hrs to 17:30pm and Saturday 09:00hrs to 12:00hrs.
- 3.4.5 In the event that an appointment is made with the Tenant for a tradesman to call at the property and this is not kept by the Tenant, then the Tenant shall pay for any costs charged to the Landlord/Key Home Residential Sales and Lettings Limited by the tradesman.
- 3.4.6 In the event of the Landlord/Key Home Residential Sales and Lettings Limited wishing to offer the Property for sale or re-let then the Tenant shall during the let period allow access to the property, on 24 hours' notice, in order for prospective purchaser or tenant to view the property and allow the Landlord/Key Home Residential Sales and Lettings Limited to display a "to let" or "for sale board" at the property.

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3.4.7 To notify the Landlord/Key Home Residential Sales and Lettings Limited of any pest or insect infestation at the property. The Tenant is liable for any pest infestation costs for example vermin, flies, wasps and bed bugs etc. after two weeks of the key collection date.

3.5 Use of the Property

- 3.5.1 Not to block or put noxious or damaging substances into the drains, gutters and pipes of the Property but to keep them clear. Not to allow showers, sinks or baths to overflow. Not to flush sanitary towels, other solid man-made objects or wipes of any kind down the toilet. Blockages of this nature **will** be charged for.
- 3.5.2 To keep the garden neat and tidy and not to have open fires. The Landlord/Key Home Residential Sales and Lettings Limited will provide the necessary equipment including lawnmowers or garden tools. If not provided not tenants liability.
- 3.5.3 Not to use or store portable gas or paraffin heaters, electric fan heaters and not to have open fires or burn any flammable substance such as candles in the property. Any issues with heating need to be reported in the usual manner.
- 3.5.4 To ensure the temperature of the property is above 10 Celsius between October and April inclusive. This is to prevent frost damage to the central heating system and the Tenants' possessions.
- 3.5.5 Not to use "Blu-tack", "Sellotape" or similar adhesive on the walls or paintwork of the Property.
- 3.5.6 Not to do or allow anyone else to do anything at the Property which might increase the cost of insurance of the Property.
- 3.5.7 Not to do or allow anyone else to do anything at the Property which is illegal or which may be a nuisance to, or cause damage or annoyance to, the Landlord/Key Home Residential Sales and Lettings Limited or occupiers of any adjoining premises which result in a letter and or visit carried out by Key Home Residential Sales and Lettings Limited. **Your guarantor will be notified.**
- 3.5.7.1 Not to permit any noise or disturbance at the Property or grounds of the property so as to cause annoyance to the Landlord/Key Home Residential Sales and Lettings Limited or to the Tenants or occupiers of any adjoining or neighbouring premises or so as to be audible outside the Property. This includes loud music, shouting and banging doors in line with the provisions of the Noise Abatement Act, 1960, which result in a letter and or visit carried out by Key Home Residential Sales and Lettings Limited. This includes smoking/vaping. **Your guarantor will be notified.**
- 3.5.8 If tenants are found to be partaking or dealing in illegal substances then the police and university will be informed and they could face instant eviction.
- 3.5.9 Not to use common areas, or the furniture and furnishings from within, for sleeping purposes.
- 3.5.10 Not to have guests staying overnight without the Landlord/Key Home Residential Sales and Lettings Limited. written permission and all the other tenants' consent. If any unauthorised person's found lodging at the premises additional rent will be charged to existing tenants.
- 3.5.11 Not to keep pets or animals of any kind in the property or grounds of the property.
- 3.5.12 Not to leave any rubbish outside the property except in refuse sacks, wheelie bins or recycling boxes on the designated day for refuse collection of the local authority (this information is available from the Northampton Borough Council), failing which the Landlord/Key Home Residential Sales and Lettings Limited shall be entitled to remove any rubbish left outside the property without notice, per bag is subject to extra costs approx. £20 per bag charged by an independent refuse collector.
- 3.5.13 Not to dry washing or clothing inside the property other than in a properly vented tumble dryer or suitable ventilated area.
- 3.5.14 **TENANT MUST HAVE THEIR OWN CONTENTS INSURANCE.** In the event of a break-in the Tenant is liable for the damage caused if there is no sign of forced entry and no crime number or incident no.
- 3.5.15 The Tenant must abide by and not tamper with all/any fire precautions at the property. The Landlord/Key Home Residential Sales and Lettings Limited reserves the right to charge for any call-outs to repair or replace fire precautions.
- 3.5.16 Not to use weight training equipment without the written consent of the Landlord/Key Home Residential Sales and Lettings Limited.
- 3.5.17 The Tenant **MUST** ventilate rooms by opening windows especially in bedrooms to prevent condensation forming which can cause **mould growth** on walls, windows, clothing, wardrobes, etc. Damage caused by mould growth due to condensation is the Tenants responsibility and charges may be incurred.
- 3.5.18 Not to overload electrical sockets and to use a surge protector at all times (potential fire hazard).
- 3.5.19 Not to leave electrical items on 'Stand by' or curling tongs etc. switched on (potential fire hazard)
- 3.5.20 Not to have loose wires or cables across rooms, doorways or stairs.
- 3.5.21 **ALL OF OUR PROPERTIES ARE NON-SMOKING** – The Tenant agrees neither to smoke or vape (**cigarettes or otherwise**) in or on the premises nor to allow their invited guests to do so. In breach of this clause to be responsible for the reasonable costs of rectification of any damage caused or for any appropriate cleaning, fumigation etc. required (this may also include re-painting, replacement of curtains, carpets and other soft furnishings). Charges will be incurred. **Your guarantor will be notified.**
- 3.5.21.1 **SMOKE DETECTORS ARE NOT TO BE REMOVED OR COVERED UNDER ANY CIRCUMSTANCES AS THIS IS A SERIOUS SAFETY RISK.** Any evidence of smoke detectors being covered or removed will be charged as the landlord will have to send in the appropriate tradesman.
- 3.5.22 Not to leave the property unlocked at any time, or windows open when the property is not occupied.
- 3.5.23 Not to display any signs or notices so that they are visible from outside the property.
- 3.5.24 Not to cause or allow any guests to cause any noise or disturbance when arriving at or leaving the property.
- 3.5.25 **ALL LOCKOUTS WILL ONLY BE ATTENDED TO DURING OFFICE HOUR, REPLACEMENT KEYS WILL BE SUBJECT TO A CHARGE ACCORDINGLY.**

3.6 No Alterations

Not to alter or add to the Property internally or externally or redecorate without Landlord/Key Home Residential Sales and Lettings Limited's written permission. This includes water, gas or electricity meters.

3.7 Allow access by Landlord/Key Home Residential Sales and Lettings Limited

- 3.7.1 To allow the Landlord/Key Home Residential Sales and Lettings Limited or anyone with the Landlord/Key Home Residential Sales and Lettings Limited's authority to enter the Property at reasonable times of the day on 24 hours' prior notice and at all times in the event of an emergency to carry out repairs or decoration to the outside of the Property or to carry out structural or necessary repairs to the Property that are the Landlord/Key Home Residential Sales and Lettings Limited's responsibility or to inspect the condition and state of repair of the Property or show new tenants around.
- 3.7.2 Where a property is in multiple occupation to allow the Landlord/Key Home Residential Sales and Lettings Limited or his Agent at reasonable times of the day access to all common areas without prior notice.
- 3.7.2.1 Key Home Residential Sales and Lettings Limited will conduct monthly alarm testing, incorporating a complete inspection of all areas of the property. (Inspection dates available on communal noticeboard, we do not give specific times).
- 3.7.2.2 Key Home Residential Sales and Lettings Limited reserve the right to inspect the property following an unacceptable inspection report e.g. a build-up of rubbish stored inappropriately or misuse of the property.
- 3.7.2.3 Key Home Residential Sales and Lettings Limited will instruct cleaners to attend, at the tenant's cost, should the property be found to be in an unacceptable condition. Cleaners will be instructed to clean all communal areas and remove rubbish from the property. (See clause 3.5.12)
- 3.7.3 Allow access at any time where there is a vacant room in the property, or where the Landlord/Key Home Residential Sales and Lettings Limited has reasonable cause to believe that there has been a breach of this Agreement including and in particular a breach of clause 3.9 to allow the Landlord/Key Home Residential Sales and Lettings Limited or their Agent at reasonable times of the day accompanied access to all the affected parts of the Property without prior notice.
- 3.7.4 In the event of the Landlord/Key Home Residential Sales and Lettings Limited wishing to offer the Property for sale or re-let then the Tenant shall during the let period allow access to the property, on 24 hours' notice, in order for prospective purchaser or tenant to view the property and allow the Landlord/Key Home Residential Sales and Lettings Limited to display a "to let" or "for sale board" at the property.
- 3.7.5 When reports of maintenance expected Trades/Key Home Residential Sales and Lettings Limited persons will attend as soon as possible. No extra notice will be given.

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3.8 Residential use only

To use the Property as a private dwelling house only and not to carry on any profession, trade or business at the Property nor allow anyone else to do so and further not to allow the Property to be used in such a way as to change its HMO licensing status.

3.9 No assigning, underletting, sharing of possession

Not to assign or sublet the property and not to part with possession of the Property in any other way, unless with the written permission of the Landlord/Key Home Residential Sales and Lettings Limited.

3.9.1 If any individual tenant wishes to withdraw from this Agreement the following procedure shall apply: - The leaver must find a suitable replacement and agree this with the Tenant and Landlord/Key Home Residential Sales and Lettings Limited. A new Agreement shall be signed by all parties including the replacement. The previous Agreement shall be cancelled by mutual consent after the leaver has paid any outstanding rent plus a period of 10 working days.

3.9.2 If any individual tenant wishes to leave during the Term but with more than 6 months of the Term remaining the Landlord/Key Home Residential Sales and Lettings Limited in his absolute discretion will apply the same procedure as 3.9.1.

3.9.3 If no replacement can be found and the leaver does not continue to pay rent guarantors will be liable and court action may become necessary.

3.10 Notices

To send/inform the Landlord/Key Home Residential Sales and Lettings Limited of any post relating to the Property received by the Tenant from any superior Landlord/Key Home Residential Sales and Lettings Limited government department, local or public authority or other party within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord/Key Home Residential Sales and Lettings Limited.

3.11 Furniture

3.11.1 To be responsible for furniture and appliances as per inventory and as originally installed and not to remove any of the Fixtures, Furniture and Effects from the Property or store the same in any cellar, garden, garage or garden shed or any other inappropriate manner at the Property and leave the Furniture and Effects at the end of the tenancy where they were at the beginning.

3.11.2 Not to introduce furniture or appliances into the property that do not comply with the Furniture and Furnishings (Fire and Safety) Regulations 1988. These must also be approved by the Landlord/Key Home Residential Sales and Lettings Limited and properly PAT tested by tenant at their cost (Certification must be provided).

3.11.3 Electrical equipment brought into the property by the Tenant is used at their own risk and should comply with all current regulations.

3.11.4 The Tenant shall be responsible for insuring their own belongings, including fridge and freezer contents unless otherwise agreed in writing.

3.12 Personal Details

3.12.1 To notify the Landlord/Key Home Residential Sales and Lettings Limited in writing within 10 days of any change to personal details including change of address, mobile and landline phone numbers or email address.

3.12.2 The Tenant's personal details given to the Landlord/Key Home Residential Sales and Lettings Limited may be given to their utility companies, the police, the university, the Borough Council, debt collection agencies in the event of any breach of this contract or failure to pay rent or any failure to pay any other utility bill or other liability of the Tenant, subject to GDPR regulations.

3.13 Obligations at end of Tenancy

3.13.1 To ensure that the Property is completely clean and tidy and, in the condition, required by this Tenancy Agreement and to pay all costs incurred by the Landlord/Key Home Residential Sales and Lettings Limited to return the Property to the pre-let state including costs of tidying, cleaning and replacement of broken items with the exception of wear and tear. This includes damage caused by hired goods and/or the Tenants own furnishings.

3.13.2 To return all keys on or before the last day of the tenancy by 12pm otherwise a sum equivalent to the rent will continue to be payable on a daily basis. The Landlord/Key Home Residential Sales and Lettings Limited must advise the Tenant how to return the keys. Should you fail to return all keys for the property you will be charged for a replacement lock.

3.13.3 To give the Landlord/Key Home Residential Sales and Lettings Limited full vacant possession of the Property.

3.13.4 Any belongings found in the property at the end of the tenancy will be removed and disposed of within 24 hours and removal costs will be charged to the tenant.

3.13.5 The Tenant accepts responsibility for return of all hired goods such as TV's, washing machines, Cable TV etc.

3.13.6 To pay all outstanding utility bills when not included in rent any overspend if renting inclusive of utilities.

3.13.7 To redirect post and parcels, Key Home Residential Sales and Lettings Limited will not retrieve any.

4. LANDLORD/KEY HOME RESIDENTIAL SALES AND LETTINGS LIMITED'S OBLIGATIONS

The Landlord/Key Home Residential Sales and Lettings Limited agrees with the Tenant: -

4.1 To abide by all legal obligations

4.2 That for so long as the Tenant complies with the Tenants obligations herein that the Tenant has the right to possess and enjoy the Property during the Tenancy without any interruption from the Landlord/Key Home Residential Sales and Lettings Limited or his representative.

4.3 To pay and indemnify the Tenant against all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay.

4.4 The Landlord/Key Home Residential Sales and Lettings Limited shall insure the structure of the building and unless otherwise agreed the Tenant shall be responsible for insuring the contents of the property excepting the Landlord/Key Home Residential Sales and Lettings Limited's Fixtures, Furniture and Effects. The Landlord/Key Home Residential Sales and Lettings Limited or his insurer will not be liable if insurers refuse to pay for damage caused by the Tenant.

4.5 The Landlord/Key Home Residential Sales and Lettings Limited shall not be responsible for re-housing the Tenant if the Property becomes uninhabitable but shall be liable to refund any rent for the uninhabitable period unless the Tenant or any person at the Property with the Tenants permission caused the damage. Should the Property be rendered uninhabitable and cannot be made habitable within one month then either party can give 7 days' notice to the other to terminate this agreement.

4.6 It is agreed the Landlord/Key Home Residential Sales and Lettings Limited Supplies Fixtures, Furniture and Effects which are at the commencement of the Tenancy, in a clean and reasonable condition.

5. LANDLORD/KEY HOME RESIDENTIAL SALES AND LETTINGS LIMITED'S RIGHT OF TERMINATION

5.1 The Landlord/Key Home Residential Sales and Lettings Limited may recover possession of the Property and the Tenancy will come to an end (subject to any statutory provisions) of the Tenant: -

5.1.1 Is at least 14 days late in paying any instalment of the Rent in full (whether or not the Landlord/Key Home Residential Sales and Lettings Limited has formally demanded it);

5.1.2 Has failed to comply with the Tenants obligations under this Agreement; or

5.1.3 Any of the grounds for possession set out in Schedule II, Housing Act 1988 are made out.

Such termination of the Tenancy does not release the Tenant from any outstanding obligation and any other rights or remedies the Landlord/Key Home Residential Sales and Lettings Limited may have will remain in force.

Note:

(i) The Landlord/Key Home Residential Sales and Lettings Limited cannot recover possession without an order of the court under the housing Act 1988.

(ii) The clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

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6. DEPOSIT

- 6.1 The Tenant shall pay the Deposit on the Contract date of this Agreement to the Landlord/Key Home Residential Sales and Lettings Limited such Deposit being held by the Landlord/Key Home Residential Sales and Lettings Limited for the duration of the Tenancy without any interest being due to the Tenant, in accordance with the Housing Act 2004.
- 6.2 **The Deposit is taken as security for: -**
- 6.2.1 Performance of the obligations of the Tenant under this Agreement.
- 6.2.2 Return of the Property and all fixtures, fittings, and furniture to the Landlord/Key Home Residential Sales and Lettings Limited in the same condition as at the start of the tenancy, fair wear and tear excepted.
- 6.2.3 In "all-inclusive" Agreements, fair use of the Utilities provided as part of the Rent;
- 6.2.4 Return of all keys to the Landlord/Key Home Residential Sales and Lettings Limited and provision of vacant possession of the Property to the Landlord/Key Home Residential Sales and Lettings Limited;
- 6.2.5 Any other loss incurred by the Landlord/Key Home Residential Sales and Lettings Limited as a result of the actions of the Tenant.
- 6.3 Under no circumstances can the Deposit be used by the Tenant in lieu of rent or council tax.
- 6.4 The Landlord/Key Home Residential Sales and Lettings Limited will provide details of which Deposit Protection Scheme has been used in accordance with the Housing Act 2004.
- 6.4.1 Deposits will be returned as per guidelines set out by My Deposit information for Tenants.
- 6.4.2 All Deposits returned subject to proof of all utility bills paid in full with zero balances at the end of the contract.
- 6.4.3 Following checkout and report, deposits will only be returned once all damages are repaired.

6.4.4 TENANCY RENT AND DAMAGE DEPOSIT PRESCRIBED INFORMATION

The contact details for this scheme are as follows:

Name: Tenancy Deposit Solutions Limited	Telephone number: 0844 980 029
Trading as MyDeposits	Email Address: info@mydeposits.co.uk
Address: 3rd Floor	Fax Number: 08456 343403
Kingmaker House	
Station Road	
NEW BARNET	
EN5 1NZ	

Please see the attached leaflet from MyDeposits for further information. Information can also be found at www.mydeposits.co.uk.

The deposit will only be repaid at the end of the tenancy when the conditions in clause 6.1 to and including 6.4.3 have been completed and the Landlord/Key Home Residential Sales and Lettings Limited and Tenant have agreed, or a dispute has been adjudicated by the alternative dispute resolution service,
Or on the order of a court.

If either party is not contactable at the end of the tenancy then the other party should contact MyDeposits for advice.

If the Landlord/Key Home Residential Sales and Lettings Limited and the tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to MyDeposits for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.

MyDeposits offer free dispute resolution for deposits they cover. Please see their web site for details of how and when to apply. www.mydeposits.co.uk.

7 AGREEMENTS AND DECLARATIONS

- 7.1 If section 11 of the Landlord/Key Home Residential Sales and Lettings Limited and Tenancy Act 1985 applies to the Tenancy, the Tenants obligations are subject to the effect of that section.
- Note:** As a general rule, section 11 applies to tenancies for a term of less than seven years and requires the Landlord/Key Home Residential Sales and Lettings Limited to carry out certain repairs to the property.
- 7.2 Where the context admits -
- (i) "The Landlord/Key Home Residential Sales and Lettings Limited" includes the successors to the original Landlord/Key Home Residential Sales and Lettings Limited.
- (ii) "The Tenant" includes the successors to the original tenant.
- (iii) "The Property" includes any part of the Property or the Fixtures, Furniture and Effects.
- 7.3 Any obligation in this agreement on the Tenant to do or not do something includes an obligation on the Tenant to take reasonable steps to ensure that no visitor or guest at the Property does or does not do that same thing.

8 GUARANTORS OBLIGATIONS

- 8.1 The Guarantor guarantees to the Landlord/Key Home Residential Sales and Lettings Limited to ensure that the Tenant obeys all the terms of this tenancy agreement. The Guarantor further agrees to indemnify the Landlord/Key Home Residential Sales and Lettings Limited against any loss they might suffer as a result of letting the Property to the Tenant. Including loss of rent and council tax due to payment following student no longer full time.
- 8.2 The Guarantor's obligations are joint and several with those of the Tenant and where the Guarantor comprises of more than one person their obligations are joint and several with one another save to the extent that those obligations are specifically limited by the guarantee agreement.
- 8.3 The guarantee persists notwithstanding any extension, renewal or variation of the tenancy, including any increase in rent and continues so long as one or more of the persons who originally comprised the Tenant remain in the Property.
- 8.4 The Guarantor's liability is not reduced or eliminated by any waiver or leniency granted to the Tenant by the Landlord/Key Home Residential Sales and Lettings Limited.
- 8.5 The Guarantor must sign a separate Guarantor Form constituting a tripartite agreement between all parties before it is signed by the Tenant.

Initials	
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9 NOTICE OF LANDLORD/KEY HOME RESIDENTIAL SALES AND LETTINGS LIMITED'S ADDRESS

The Landlord/Key Home Residential Sales and Lettings Limited notifies the Tenant that the Tenant may serve notices (including notices in proceedings) to the Landlord/Key Home Residential Sales and Lettings Limited at the name and address set out on the first page. (This notice is given under section 48 of the Landlord/Key Home Residential Sales and Lettings Limited and Tenant Act 1987. This address must be in England or Wales.)

AS WITNESS the hands of the parties on the date specified above

Landlord/Key Home Residential Sales and Lettings Limited SignedDate:
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Tenant(s) SIGNED by the below-named:		
Signed:	Printed:	Date:
1.
2.
3.
4.
Guarantor(s) SIGNED by the below-named:		
Signed:	Printed:	Date:
1.
2.
3.
4.



Initials	
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