

**Warwick Place Ltd, Duncan Smith House
100 Ferncliffe Road, Harborne, Birmingham, B17 0QH**

Date Start of Tenancy	1 st September 2019
Landlord	Warwick Place Ltd
Tenant Name	
Guarantor Name	
Property Rental Address	30 B Duncan Smith House 100 Ferncliffe Road, Harborne, Birmingham, B17 0QH
Contract Type	Assured Shorthold Tenancy Agreement
Tenancy Period	Tenancy Start Date: 1 st September 2018 Tenancy End Date: 10 th July 2019 Tenancy Term: 45 weeks
Rent per Week	£122 - £137
Payments Received	£250 deposit, please see attached payment plan
Building Common Parts	The entrance halls, landing, staircases, passageways, bin areas laundry, and any other parts of the building which are intended to be or are capable of being used by the tenant in common with other occupiers of the relevant part of the building.
Cluster Common Parts	The common parts of the cluster within which the Premises are located including the Kitchen / living area, the corridor and any store cupboard.

Before entering into the Tenancy the Tenant and Guarantor should read the following notes:

This Agreement is a legally binding document. Signing it creates a very strong presumption that the Tenant has read, understands and agrees to be bound by its terms. The Tenant should therefore satisfy himself/herself that this is indeed the case before signing. The Tenant should be aware that he/she will be bound for the whole of "The Tenancy Period" (as defined above) and will not be released from his/her obligations (for example to pay rent) until the Tenancy Period expires.

The Landlord lets the Premises to the Tenant at the Rent for the Tenancy Period on the Standard Letting Terms set out in this Tenancy Agreements as varied or supplemented by any Special Letting Terms.
In consideration of the Landlord entering into this agreement the Guarantor agrees to guarantee the obligations of the Tenant contained in the agreement.

This is an Assured Shorthold Tenancy under the Housing Act 1988. The Tenant understand that the Landlord will be entitled to recover possession of the Premises when the Tenancy Period ends.

The Landlord's name and address set out above are to be used on the Tenant for all notices (including those in legal proceedings) until the Tenant receives written notification of a different name and or address for the Landlord.

I have read and agree with the above:-

Tenant	Guarantor	Landlord / or on behalf of the Landlord
Name :	Name	Name
Sign _____	Sign _____	Sign _____
Date _____	Date _____	Date _____

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STANDARD LETTING TERMS

1. GENERAL

- 1.1 Reference in this agreement to the Landlord shall include the Landlord's Agent and other representatives.
- 1.2 Where two or more persons are together the Landlord the Tenant or the Guarantor they are responsible for their obligations jointly and individually.
- 1.3 Clause and paragraph headings are for convenience only and shall not affect the construction of this deed.
- 1.4 Electrical heating, water and sewage are including in the rent, other electrical charges under an allowance of £10 per calendar month also included, amounts exceeding this to be paid direct to the Landlord on a monthly basis. The Landlord reserves the right to recharge the Tenant for non-residential or wholly unreasonable or excessive use of the utility services.

2. ADVANCE RENT, RENT AND OTHER PAYMENTS

- 2.1 The Tenant agrees:-
 - 2.1.1 To pay the Landlord for the duration of the Tenancy Period the Rent notwithstanding the fact that the Tenant may cease to occupy the Premises during such period for whatever reason.
 - 2.1.2 If the instalments of the Rent are not paid on or within 7 days of the Rent Days, or any invoice issued to the Tenant by the Landlord is not paid within 7 days of receipt of the invoice, then the Tenant agrees to pay the Landlord's administration charge of £30.00 each time the Tenant is contacted, which will become payable immediately.
 - 2.1.3 The payment of the instalments of the Rent will be made by bacs payment before the rent days in accordance with the Landlord's stated booking and payment procedures. NOTE:- Any monies received from foreign banks may result in an additional administration charge being levied on the Tenant to cover charges made by the Landlord's bank.
 - 2.1.4 To reimburse the Landlord immediately on demand in respect of any costs charges payable the Landlord as a result of any payment by the Tenant not being duly honoured or being made after the due date for payment under this Agreement.
 - 2.1.5 To pay the Landlord the Advance Rent in one instalment of the equivalent of 4 weeks rent in cleared funds on or prior to the date of this agreement.
- 2.2 The Advance Rent has been taken for the following purposes:
 - 2.2.1 As part payment of the Rent under this Agreement.
 - 2.2.2 To have the Premises made unavailable for letting to any other person, in anticipation of the Tenant entering into an Agreement for the letting of the Premises.
- 2.3 If the Tenant advised the Landlord in writing that the Tenant no longer wished to let the Premises then.
 - 2.3.1 If the tenant so advises the Landlord in writing within 14 days of booking the Premises and prior to 15 July in the year that the Tenancy is to begin, then the Landlord shall repay all Moines paid by the Tenant to the Landlord in respect of rent.
 - 2.3.2 If the Tenant so advises the Landlord in writing after the expiry of 14 days after booking then the Landlord shall be entitled to retain the full amount of the Advance Rent in consideration of the cancellation and administration costs incurred by the Landlord.
 - 2.3.3 If the Tenant so advises the Landlord in writing after 1 August and before the first day of the Tenancy period then the Landlord shall be entitled to retain the full amount of the Advance Rent in consideration of the cancellation and administration costs incurred by the Landlord and the Tenant will also be liable for the whole of the Rent under this Agreement.
- 2.4 The Tenant will promptly pay any Council Tax or similar tax (if applicable) in respect of the premises or its occupants for the Tenancy Period and all charges for electricity consumed or supplied to the premises (in excess of the level provided by the Landlord as referred to in clause 1.4).
 - 2.5 If the Tenant is exempt from paying any Council Tax, then an exemption certificate must be obtained and provided to the Landlord within a calendar month of the Tenant's occupancy.
 - 2.6 The Tenant will indemnify the Landlord for any Council Tax due in respect of the entire flat to the Local Authority as a result of change of status of the Tenant, and will within 7 days of written demand reimburse the Landlord in respect of any Council Tax payable by the Landlord as a result of the Tenants continued occupation at the premises.
 - 2.7 The termination or surrender of this Agreement does not cancel any outstanding obligation which the Tenant owes the Landlord.
- 2.8 The Landlord's rights under this clause are in addition to any other rights the Landlord has under this Agreement. In particular the Landlord reserves the right to seek compensation for a breach of this Agreement or to cover any arrears then the Landlord may pursue other rights and remedies it has as it sees fit.
- 3. **TERMINATION**
- 3.1 The Landlord may (by written notice to the Tenant) terminate this Tenancy Agreement immediately if:-
 - 3.1.1 The Tenant shall fail to pay any instalment of the Rent in accordance with the terms of this Tenancy Agreement; or
 - 3.1.2 the Tenant's status as a registered student of the relevant University / College shall terminate or be suspended for any reason whatsoever; or
 - 3.1.3 the Tenant is in breach of any of the obligations contained in this Tenancy Agreement whereupon the Tenant shall vacate the Premises forthwith but shall remain liable for the Rent for

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the whole Tenancy period; or

3.1.4 The Tenant:-

- 3.1.4.1 commits any offence or behaves in a manner which causes a nuisance to the other persons or endangers the Premises, the Cluster Common Parts, the Building Common Parts or the Building itself; or
- 3.1.4.2 indulges in drunkenness or the misuse of drugs;
- 3.1.4.3 uses the Premises or the Cluster Parts for any unlawful purpose;
- 3.1.4.4 uses abusive, violent and or threatening behaviour
- 3.1.4.5 uses any form of electronic or paper media to post, note, transmit, publish or send anything which could be considered to be abusive or threatening to another resident or the Landlord or a representative of the Landlord.

AND the effect of such termination will be to end the Tenancy Period but will not release the Tenant from any outstanding obligation and **the Tenant will still be liable for the whole Rent for the full Tenancy Period and any other payments due.**

4. LANDLORD'S OBLIGATIONS

Throughout the Tenancy Period the Landlord will:

- 4.1 give the Tenant exclusive uninterrupted occupation of the Premises and the right (shared with others) to use the Cluster Common Parts and the Building Common Parts during the Tenancy Period for as long as the Tenant complies with the Tenant's obligations under this Tenancy Agreement.
- 4.2 Use all reasonable efforts to arrange for any damage to be remedied as soon as practicable, provided that there is a reasonable prospect that such damage can be remedied within the current academic year;
- 4.3 Refund the Tenant any Rent paid for any period in which the Premises is totally uninhabitable or inaccessible as a result of any damage not caused by or resulting from the Tenant save where loss of rent is not recoverable under the Landlord's insurance policy by reason of the Tenants action.
- 4.4 Use all reasonable endeavours to arrange for the Building Common parts to be cleaned and adequately lit.

5. TENANT OBLIGATIONS

Throughout the Tenancy Period the Tenant agrees:-

- 5.1 to allow the Landlord access to the Premises and Cluster Common Parts at any time for the purposes of inspection and the carrying out of repairs maintenance and cleaning of the Building.
- 5.2 to allow the Landlord access to the premises under the terms of this agreement (the room) following the Landlord giving statutory notice period. Except when in emergencies i.e: floods, fire, electrical faults and other or where the Tenant has requested the Landlord to rectify any faults or carry out any maintenance.
- 5.3 To clean and keep in a tidy condition the Premises and the Cluster Parts.
- 5.4 not to use the premises otherwise than as private living accommodation.
- 5.5 not to share the occupation of the Premises or any part of it nor do or cause anything to be done whereby the occupation of the Premises is shared with any other person (except with the authorised Tenants or licensees of the Landlord) and not under any circumstances to part with or sub-licence the whole or part of the Premises.
- 5.6 not to have overnight visitors longer than two consecutive nights in the building where appropriate.
- 5.7 not to do permit allow or suffer to be done in or upon the Premises anything which may be a nuisance or annoyance or cause or create any discomfort or inconvenience to the Landlord or to other residents of the Building and in particular not to make nor permit the making of any noise between 2300 hours and 0800 hours so as to audible outside of the premises.
- 5.8 To keep and deliver up the Premises and the Landlord's furnishings and appliances and effects in a good clean and tidy condition (fair wear and tear expected) and not to remove any of the said furnishings and effects from the Premises and if at the termination of this Tenancy Agreement either the Premises are damaged or the said furnishings and effects are damaged or lost, this will be deducted from your deposit, or if the value is more, you are to pay the Landlord on demand the amount or value of such loss or damage.
- 5.9 not to make any additions or alterations to the Premises nor to make any alteration to the decoration of the Premises.
- 5.10 not to tamper, force or in any way open the windows of the building beyond their restricted opening, in buildings where installed.
- 5.11 to keep the premises in a clean and tidy and proper condition at all times and to dispose of all refuse in accordance with the directions made by the Landlord in this regards from time to time.
- 5.12 not to keep any animals including birds, fish, reptiles, insects or mammals upon the Premises
- 5.13 a telephone can be installed at the premises with the landlords written permission.
- 5.14 Not to erect any external television aerial or appliance for any television sets used at the Premises.
- 5.15 To hold a TV licence where required for your TV.
- 5.16 not to have at the building, use or permit to be used any electrical fires, gas fires, paraffin heaters, chip pans, woks, candles, incense sticks, oil burners or oil lamps or cooking appliances except those provided by the Landlord at the Premises and to observe fire and safety precautions at all times.

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- 5.17 not to wedge or jam open any fire door and in particular any kitchen door.
- 5.18 to be responsible for any injury, loss or damage caused by malfunction of equipment or electrical appliances and owned or brought into the building by a guest
- 5.19 not to in any way misuse any fire alarm or fire safety appliance at the Building or tamper with or obstruct any smoke or heat detectors.
- 5.20 to respond immediately if the fire alarm at the building is rung by following the evacuation procedure for the building.
- 5.21 not under any circumstances whatsoever to take or allow to be taken into or on the premises, the cluster common parts or the building common parts (except in such places as the Landlord may from time to time designate) any bicycles or motorcycles. In the event that the Landlord is required to remove any bicycle stored in breach of this clause to pay the landlord on demand £25.00 (including VAT) before the release of the bicycle to the Tenant.
- 5.22 immediately to give notice to the Landlord of any failure in water, drainage, electrical or other services at the premises.
- 5.23 not to bring any weapons or imitation weapons of any form onto the Landlords premises.
- 5.24 not to bring any illegal drugs or substances whether for the Tenant own use or otherwise, unless prescribed by a bona fide Medical practitioner into the Landlords premises.
- 5.25 not to do or permit to be done on the Premises anything or act whereby the insurance policy of the Building may become void or voidable or whereby the premium may be increased.
- 5.26 To attend a site safety meeting at the beginning of the residence period if arranged landlord as required
- 5.27 not to set off a fire alarm without due cause (even if accidentally), and the Tenant further agrees that if the Tenant or Tenant's guest does set off a fire alarm without due cause, resulting in attendance of the emergency fire services or the evacuation of the building the Tenant shall pay on written demand a reasonable sum as required by the relevant emergency service to cover any resulting costs incurred by the Landlord.
- 5.28 not to use or suffer the premises to be used for any illegal purposes.
- 5.29 not to smoke in any part of the building at any time.
- 5.30 to report loss of any keys to the premises or the building immediately to the Landlord, and on termination of this Tenancy Agreement to immediately return all such key to the Landlord to provide all necessary documentation including a current exemption certificate as of the date this agreement, to prove that the Tenant is eligible for Council Tax Exemption.
- 5.31 Should the Tenant wish to leave the Premises for any reason prior to the end of the tenancy agreement, the Tenant shall still remain liable for the rent of the premises for the whole Tenancy Period.
- 6 Move to non-student accommodation
- 6.1 Tenant agrees to move locations when a suitable room with non-student status becomes available
- 7. GUARANTOR**
- 7.1 The Guarantor unconditionally guarantees due payment of all money payable to the Landlord under this agreement within the time periods set out within this agreement and the Guarantor agrees to pay to the Landlord immediately on written demand any money so payable.
- 7.2 The Guarantor hereby agrees that the guarantee cautioned in this clause 7 shall not be affected by any time or other indulgence the Landlord may see fit to grant the Tenant.
- 8. GENERAL PROVISIONS**
- 8.1 This Agreement shall take effect to the provisions of Section 11 of the Landlord & Tenant Act 1985 if applicable.
- 8.2 In the event that there is more than one Tenant named in this agreement, then:
- 8.2.1 This is a joint tenancy and the premises is let as one household
- 8.2.2 The Landlord agrees that the Tenants named on this contract are liable to pay only the individual rent for their room as stated on the guarantor document. All other joint and several liabilities remain.
- 8.3 Notice under Section 48 of the Landlord and Tenant Act 1987
- 8.3.1 The Tenant is hereby notified that notices (including notices in proceedings must be served on the Landlord by the Tenant at the following address: *Stanford House, Upper Ladyes Hill, Kenilworth, CV8 2FB*
- 9. AT THE END OF THE TENANCY**
- At the end of the Tenancy, the Tenant agrees:-
- 9.1 To vacate the room and remove all their belongings from the Landlords premises and leave the Premises and items in the same clean state and condition as they were at the beginning of the tenancy period. If the Tenant fails to remove any of their property from the Landlord's premises within 7 days after this Agreement coming to an end then the Landlord may sell such property as the agent of the Tenant and the Tenant will indemnify the Landlord against any liability to a third party whose property is sold by the Landlord in the mistaken belief that such property belonged to the Tenant. If after 2 months the sale proceeds net of any disposal and reasonable management costs have not been claimed by the Tenant the Landlord shall be entitled to keep them.
- 9.2 To jointly and severally with the other occupiers of the Cluster Common Parts ensure that the Cluster Common Parts are left in the same clean state and condition as they were in at the beginning of the Tenancy Period.

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- 9.3 To ensure that any room item or shared item which may have been moved during the Tenancy Period is returned to the location that they were at the beginning of the Tenancy Period.
- 9.4 Not to leave any refuse or belongings for disposal within the building, and if any such refuse or belongings are left by the Tenant, then the Tenant agrees to pay the Landlord £10.00 for each and every item left.
- 9.5 To pay the Landlord for the rectification, repair and or replacement of any fixtures, fittings damaged by the Tenant, including the repainting of walls marked by the attachment of pictures, posters and the like and any damage, soiling or contamination caused by smoking.
- 9.6 To return to the Landlord all keys, for any item not returned at the end of this Agreement the Tenant will pay to the Landlord the administration fee and replacement key charge of £10.00 per item together with the cost of supplying and fitting replacement locks.