

**PARK COURT LINCOLN**

**ASSURED SHORTHOLD TENANCY AGREEMENT**

**STANDARD ENSUITE ROOM**

**LANDLORD:** University Properties Ltd (Company Number 43274) as trustee of Lincoln Unit Trust whose registered office is, P.O. Box 405, Anson Place, Mill Court, La Charroterie, St Peter Port, Guernsey GY1 1EJ

**TENANT:** Name: .....

Home Address:.....  
.....  
.....

Home Telephone No: .....

Mobile Telephone No: .....

Registered as a Student with: .....

**GUARANTOR:** Full Name: .....

Home Address:.....  
.....  
.....

Guarantor's Home telephone number.....  
Guarantor's mobile telephone number.....

**MANAGEMENT COMPANY:** Touchstone CPS Ltd (Company Number 4695692) 2 Crescent Office Park, Clarks Way, Bath BA2 2AF

**DEVELOPMENT:** The property known as **Park Court, 50 Park Street, Lincoln, LN1 1UR**

**FLAT:** Flat [ ] at the Development

**ROOM:** Room [ ] within the Flat

**RESIDENTIAL PERIOD:** A fixed term from..... up to .....

**RENT:** £ for the Residential Period.

**Rent Payments and Dates:**

**FULL RENT**

Payment		Payment date	
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**PAYMENT PLAN**

First payment		First payment date	
Second payment		Second payment date	
Third payment		Third payment date	

- DEPOSIT:** £150.00 to be held as a Deposit for the purposes specified in clause 4.2
- ROOM ITEMS:** The items to be provided in the Room and listed under the heading 'Room Items' in Schedule 1.
- SHARED ITEMS:** All items used in common by tenants in the Shared Areas. In respect of shared flats the items listed under the heading 'Shared Items' in Schedule 1.
- SHARED AREAS:** Corridors, common room, laundry room and any other areas of the Development available for shared use by tenants including the kitchen, corridor and any other area shared within the Flat.

***Before signing this Agreement 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 and Guarantor have read, and understand and agree to be bound by its terms. The Tenant and Guarantor should therefore satisfy themselves that this is the case before signing.*

*The Tenant and Guarantor should be aware that they will be bound for the whole of 'the Residential Period (as defined above) and will not be released from their obligations (including the obligation to pay rent) until the Residential Period expires, unless and until a replacement student, who is reasonably acceptable to the Landlord and who has formally been confirmed as acceptable by the Landlord, takes over the remainder of the Tenancy and the Tenant has confirmed, in writing, that they want to end their tenancy.*

Signed by the Tenant .....

Signed by the Guarantor.....

Signed on behalf of the Landlord .....

Dated on behalf of the Landlord .....

*The procedure is that the Tenant and Guarantor sign first and return both copies of the Agreement to the Management Company who (on behalf of the Landlord) adds its signature and stamps the Agreement with a date. A copy of the signed and dated Agreement will then be returned to the Tenant (after the Tenant has taken up occupancy) for safekeeping. The Management Company will retain a copy.*

It is agreed between the Landlord and the Tenant that the date on which this Agreement shall start to have legal effect is the date specified under the Landlord's signature above and references to 'the date of this Agreement' in this document shall be construed accordingly.

## 1. **DEFINITIONS AND INTERPRETATION OF THIS AGREEMENT**

- 1.1 In this Agreement the terms in bold capitals on the cover page of this Agreement have the meanings set out next to them.
- 1.2 Text in italics set out in boxes in this Agreement is for guidance and information only and does not form part of this Agreement.
- 1.3 The terms 'Landlord' and 'Management Company' include not only the companies named on the cover page but also other persons or companies who may legally succeed them and in the case of the "Management Company" such other persons or companies that the Landlord may appoint as a replacement Management Company from time to time.
- 1.4 The headings and punctuation in this Agreement are for convenience only and shall not be considered when interpreting this Agreement.
- 1.5 The Management Company has been authorised to act on behalf of the Landlord as its agent in connection with the operation of this Agreement. However, for the avoidance of doubt, supplies under this Agreement are made by the Landlord and not the Management Company.
- 1.6 Where any party to the Tenancy Agreement comprises two or more persons, all their obligations can be enforced against them jointly or as separate individuals.
- 1.7 If any provision in this Agreement (or part of any provision) is held by any court or other authority of competent jurisdiction to be invalid, illegal, or, unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be effected. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 2. **GRANT OF TENANCY**

- 2.1 The Landlord agrees to grant and the Tenant agrees to take a tenancy of the Room for the Residential Period together with the right to use the Room Items and (together with others entitled) the Shared Items and the Shared Areas.
- 2.2 The tenancy will be an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 which means that the provisions for the recovery of possession by the Landlord contained in Section 21 of the Act (as amended by the Housing Act 1996) apply.

## 3. **RENT AND OTHER CHARGES**

- The Tenant will;
- 3.1 pay the Rent to the Landlord in advance in the amount(s) and on the date(s) set out in the Rent Payment(s) and Date(s) table near the beginning of this document, whether formally demanded or not;
  - 3.2 pay interest at the rate of 4% per annum above the base rate of National Westminster Bank Plc, for the time being in force, on any rent in arrears for more than seven days, calculated from the date upon which such rent was due to be paid to the date upon which it is actually paid;
  - 3.3 pay the Landlord's proper and reasonable charges, within 14 days of written demand, for gas and electricity consumed over and above the reasonably anticipated maximum required consumption to use and enjoy the Room and the Shared Areas within the Flat, and it is agreed that;
    - (a) consumption of up to £250 worth of energy during the Tenancy is a reasonable anticipated maximum consumption, having regard to the type of Accommodation;

- (b) energy consumption will be assessed by measuring the energy consumption for the Flat and then dividing it equally between the tenants sharing the Flat. For the avoidance of doubt, no refunds will be made to occupiers who believe they have used less energy than others in a Flat because this is not possible to assess largely due to individual use of energy in shared areas;
- (c) the Landlord shall be entitled to take meter readings during the Tenancy and invoice the Tenant periodically for energy charges if energy consumption in the Flat is above the reasonably anticipated level of consumption;
- (e) if the Tenant is invoiced for excess energy usage the Tenant shall be entitled, on written request, to see meter reading records and also copy invoices from the utility companies together with a calculation of the tenant invoice raised;
- (f) the facilities for heating, cooking and lighting are and remain in proper working order and the Landlord will repair within a reasonable time any of the Landlord's fixtures which the Tenant validly reports as wasting energy due to a defect
- 3.4 be responsible for obtaining and paying for any TV licence required for any television in the Room and (jointly and severally with others in the Flat) for any television in the Shared Areas of the Flat other than where the Landlord has specifically notified you that the Landlord is licensing a specific TV;
- 3.5 pay to the Landlord or Management Company an administration fee of £10 for each letter sent to the Tenant in respect of late payment of Rent or any other amount due from the Tenant under the terms of this Agreement;
- 3.6 pay a fee if the Tenant wishes to determine this agreement based on the Tenant providing a suitable replacement tenant who accepts the ongoing Liabilities of the Tenant for the remainder of the Residential Period;
- 3.6.1 The fee payable to facilitate a change is £75 where the Tenant has not moved into the Flat/Room before the Tenant's agreement has been determined or £100 where the Tenant has occupied the Flat/Room. The differential costing is due to room preparation and other operational costs consequential of a change of tenant in an occupied room during the Residential Period.
- 3.6.2 An application for a replacement tenant will be considered by the Landlord at their reasonable sole discretion and will also be conditional on the replacement tenant entering into a tenancy agreement in substantially the same form as this agreement for the entire remainder of the Residential Period and to the replacement tenant having paid relevant fees, deposit and rent and where appropriate, provided a suitable guarantor.
- 3.6.3 For the avoidance of doubt, there is no right for the Tenant to determine this agreement other than as prescribed in relevant legislation. Arrears of rent or any other sums due and outstanding from the Tenant are sufficient and reasonable grounds to refuse an application to consider a replacement tenant.

#### 4. **TENANT DEPOSIT**

- 4.1 The Tenant will pay the Deposit to the Management Company on or before the date of this Agreement. The Deposit will be held by the Management Company as Stakeholder in accordance with an approved tenancy deposit protection scheme (TDS).
- 4.2 The Deposit will be held as security and may be used to pay for all or part of the Tenant's liability for repair, replacement or as compensation connected with any of the following:
- 4.2.1 Damage, to the Development, the Room, the Flat, the Shared Areas, the Room Items and the Shared Items caused by the Tenant, by anyone at the

Development with the Tenant's permission or as a result of the Tenant's negligence.

- 4.2.2 Reasonable costs of enforcing, rectifying, abating and remedying any breach of the Tenant's obligations in this Agreement, including those relating to cleaning and those incurred in, or in contemplation of, legal proceedings.
- 4.2.3 Any Rent or other money due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid at the end of the Tenancy. However, the Tenant cannot set-off the Security Deposit against any payment of Rent due to the Landlord during the term of this agreement.
- 4.3 Protection of the Deposit
- 4.3.1 The Deposit is safeguarded by a recognised Tenancy Deposit Scheme, which is currently administered by:
- |   |   |
|---|---|
| The Dispute Service Ltd,<br>PO Box 541,<br>Amersham,<br>Bucks HP6 6ZR | Telephone no. 0845 226 7837<br>Email: deposits@tds.gb.com<br>Fax: 01494 431 123 |
|---|---|
- 4.4 At the end of the Tenancy:
- 4.4.1 The Management Company must tell the Tenant 10 working days after the end of the Tenancy if they propose to make any deductions from the Deposit.
- 4.4.2 If there is no dispute the Management Company will repay or keep the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Repayment of the Deposit or any balance of it will be made within 28 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 4.4.3 The Tenant must inform the Management Company in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Management Company as due from the Deposit within 10 working days after being told of the proposed deductions.
- 4.4.4 If, after 10 working days following notification of a dispute to the Management Company and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 4.4.5 below) be submitted to The Independent Case Examiner ('ICE') for adjudication. All parties agree to co-operate with the adjudication. The ICE may regard failure to comply with the time limits as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 4.4.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 4 of this Agreement.
- 4.4.6 If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the Arbitrator.

**5. CARE OF THE ACCOMMODATION**

The Tenant will;

- 5.1 not damage the Room or Room Items and will keep them in a clean and tidy condition;
- 5.2 not damage, mark or change the decorative finish of the Room or Shared Areas;
- 5.3 jointly with the other occupiers keep the Shared Areas and Shared Items in a clean, tidy and hygienic state;
- 5.4 not damage, litter or obstruct the use of the Shared Areas or Shared Items;
- 5.5 not cause or permit any litter or damage to, or obstruct the use of, the Development;
- 5.6 not remove any Room Items from the room or Shared Items from the Flat or Development without the Landlord's prior written permission;
- 5.7 promptly notify the Management Company of any disrepair and/or maintenance work required at the Room, Flat or, where it would be reasonable to expect a tenant to advise the Management Company, elsewhere on the Development;
- 5.8 not attempt to carry out any repairs or maintenance works to any part of the Development (including the Flat and/or the Room) or any of the Shared Items or the Room Items;
- 5.9 not to bring or use any of the following items onto or at the Development without the written consent of the Management Company: upholstered furniture (such as sofas and arm chairs), heating equipment or any electrical equipment which does not at all times comply with all relevant current British Standards;
- 5.10 not to mark or label any keys or swipe cards etcetera with their address and to report the loss of them immediately to the Management Company and to pay the Landlord the proper and reasonable costs of replacing keys or swipe cards etcetera;
- 5.11 take all reasonable steps to ensure that the Development, Room and the Flat are kept secure from the intrusion of unauthorised persons (for example shutting/locking windows and doors when leaving and not permitting unauthorised parties to enter the Development).

**6. PROPER CONDUCT FOR COMMUNAL LIVING**

The Tenant will;

- 6.1 use the Room and the Shared Areas for his/her own private residential purposes only;
- 6.2 not cause any noise which is audible outside of the room or corridor it is made in;
- 6.3 not cause any disturbance distress annoyance or damage to any other occupiers of the Development or harm or remove their property;
- 6.4 not tamper with misuse or damage any equipment or other things in the Development which are provided by the Landlord in the interests of health and safety or security of persons or property in the Development (including but not limited to fire fighting equipment and fire doors);
- 6.5 if the Tenant sets off a fire alarm without due cause (even if accidentally) resulting in attendance of the emergency services or the evacuation of building(s), to pay on written demand any resulting costs reasonably incurred by the Management Company and/or Landlord;
- 6.6 not prepare or cook food anywhere other than in the kitchen in the Flat and not keep or use deep fat frying equipment anywhere on the Development;

- 6.7 not keep or use candles, oil burners or joss sticks anywhere on the Development or keep or use any open flame heating appliance or flammable liquid, gas or other combustible fuel;
- 6.8 comply with any reasonable written regulations issued from time to time by the Management Company in connection with the use of the Room, Room Items, Shared Areas and Shared Items and conduct in the communal areas of the Development generally;
- 6.9 comply with the terms and conditions of the Internet Service Provider agreement when using the computer network and/or internet services;
- 6.10 not affix any notice poster or similar article anywhere in the Development except on the notice boards (if any) provided;
- 6.11 not keep any animal(s) or pets anywhere in the Development;
- 6.12 comply with all relevant legislation and other legal requirements in connection with the Tenant's use and occupation of the Flat/Room and general conduct in the Development;
- 6.13 not park or store any pedal cycle at the Development or in the Flat/Room except in the external areas/sheds designated for that purpose by the Landlord;
- 6.14 not park any car or other motorised vehicle at/within the grounds of the Development unless the Tenant holds a valid parking permit issued by the Landlord and then only in the parking space(s) designated by the Landlord;
- 6.15 not, unless specific prior arrangements have been made with the Management Company, allow visitors to park any motorised or non-motorised vehicle at the Development;
- 6.16 pay to the Landlord or contractor the cost of any reasonable action taken (which may include clamping and the cost of subsequent release) by the Landlord or contractor to prevent or remedy a breach by the Tenant of clauses 6.14 and 6.15 (the Tenant should be aware that the Landlord, Management Company or contractor may clamp unauthorised parked vehicles and they will be released only upon payment of a release fee);
- 6.17 not sub-let or assign the whole (or any part) of the Room or Flat or any of the Tenant's rights under this Agreement nor part with possession or share occupation of the Room or Flat;
- 6.18 use best endeavours to ensure that his/her visitors comply with clauses 5 and 6 of this Agreement headed 'care of the accommodation' and 'proper conduct for communal living' and for the avoidance of doubt, the Tenant is wholly responsible for any damage caused by the Tenant or anyone at the Development with the Tenant's permission or as a result of the Tenant's negligence;
- 6.19 attend a fire training session if requested to do so by the Management Company;
- 6.20 NOT smoke in any of the buildings on the Development and to be responsible for ensuring that any guest (s) adheres to these conditions;
- 6.21 not use the Room/ Flat or any part of the Development for any improper, immoral or illegal purpose nor in any way which may, in the reasonable opinion of the Landlord, be a nuisance, damage or annoyance to the Landlord or to the other tenants of the Development or any adjoining premises and in particular but not exclusively;
- 6.21.1 not use, keep or supply any drugs or substance that gives hallucinogenic or similar drug induced effects which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);
- 6.21.2 not to keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Room, Flat or Development;

6.21.3 not harass, threaten or assault any other Tenants of the Development or their guests or any personnel of the Landlord or any other person;

## **7. ALTERNATIVE ACCOMMODATION**

7.1 The Landlord reserves the right during the Residential Period to move the Tenant to alternative accommodation (which may be off site) due to unavoidable or essential operational reasons provided that;

(a) the Tenant is given reasonable notice and;

(b) the Tenant will occupy the alternative accommodation on the terms of the Tenancy Agreement.

## **8. ACCESS BY THE LANDLORD**

The Tenant will permit the Landlord and the Management Company and anyone authorised by the Landlord and the Management Company to enter the Flat (including the Room) for the purposes set out in sub clauses 8.1 and 8.2. These visits will be pre-arranged (where reasonably possible) and conducted at reasonable hours in the day time (except in the case of emergencies);

8.1 to show the Accommodation to prospective tenants;

8.2 to inspect the Accommodation from time to time and to carry out repairs to the Flat, the Room, the Room Items or the Shared Items as necessary and to take monthly electricity meter readings.

## **9. AT THE END OF THIS AGREEMENT**

When this Agreement comes to an end (however that may be) the Tenant will;

9.1 vacate the Room and remove all of his/her belongings from the Development and leave the Room and the Room Items in the same clean state and condition as they were at the beginning of the Residential Period. If the Tenant fails to remove any of his/her property from the Development within seven days after this Agreement coming to an end then the Landlord may dispose or sell such property as the agent of the Tenant and the Tenant will indemnify the Landlord against any liability to any third party whose property is disposed or sold by the Landlord in the mistaken belief that such property belonged to the Tenant. If after 6 months the sale proceeds have not been claimed by the Tenant the Landlord shall be entitled to keep them absolutely;

9.2 jointly with the other occupiers ensure that the Shared Areas and Shared Items are left in the same clean state and condition as they were in at the beginning of the Residential Period;

9.3 ensure that any Room Items or Shared Items which may have been moved during the Residential Period are returned to the Rooms or places they were in at the start of the Residential Period;

9.4 give to the Management Company all relevant keys, swipe cards, ID cards, car park fobs, car park stickers etcetera and for any such item not returned at the end of this Agreement the Tenant will pay to the Landlord a reasonable administrative/replacement charge.

10. **EXPENSES RELATED TO BREACHES OF THIS AGREEMENT OR RECOVERING POSSESSION**

- 10.1 Within 7 days of written demand the Tenant shall reimburse the Landlord for the cost of any repairs or other remedial action and any reasonable administration cost(s) required as a result of a breach by the Tenant of this Agreement.
- 10.2 If the Landlord (acting reasonably) considers that the Tenant is jointly responsible (i.e. together with others) for a breach of this Agreement then the Tenant shall bear a proportion of the cost of any repairs or other remedial action required as a result. The proportion will be determined by the Landlord (acting reasonably) and the Tenant shall reimburse the Landlord for such cost within 7 days of written demand.
- 10.3 The Tenant will pay all reasonable expenses fees and costs incurred by the Landlord in connection with;
- 10.3.1 collecting or attempting to collect any sums which are due but unpaid by the Tenant under this Agreement;
  - 10.3.2 ensuring that the Tenant gives up occupation of the Room once he/she is no longer entitled to occupy;
  - 10.3.3 seeking redress for any breach of the Terms of this Agreement by the Tenant.

11. **LANDLORD'S RIGHTS TO END THE TENANCY BEFORE THE EXPIRY OF THE FIXED RESIDENTIAL PERIOD**

- 11.1 The Landlord will (without affecting any other rights the Landlord has) have the right to forfeit this Tenancy;
- 11.1.1 if any instalment of Rent or other sum due under this Agreement shall be due but unpaid for more than 21 days; or
  - 11.1.2 if the Tenant is in breach of any of his/her obligations under this Agreement; or
  - 11.1.3 if any of the grounds for possession mentioned in Section 7 (6) (a) of the Housing Act 1988 occur or apply
- 11.2 If at any time after the Tenant ceases to be a student the Landlord becomes liable (as a result of the Tenant's continued occupation) to any Council Tax or is as a consequence is in breach of a Planning Condition then (but only then) the Landlord shall be entitled to terminate this Agreement by giving at least one week's prior written notice to the Tenant.

12. **TENANT'S INDEMNITY**

- If the Tenant ceases to be a student but continues to live in the Room then the Tenant must;
- 12.1 promptly pay any Council Tax due to the Local Authority from the Tenant;
  - 12.2 within 7 days of written demand reimburse and indemnify the Landlord and any other Tenants in respect of any Council Tax payable by the Landlord or any other Tenants as a result of the Tenant's continued occupation of the Room and/or the Flat.

13. **LANDLORD'S OBLIGATIONS**

The Landlord agrees to;

- 13.1 allow the Tenant to quietly possess and enjoy the Room without unnecessary or unwarranted interference;
- 13.2 carry out those repairs for which liability is imposed under Section 11 of the Landlord and Tenant Act 1985 (if applicable to the Tenancy);
- 13.3 comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and any subsequent amendments;
- 13.4 at the beginning of the Residential Period equip the Room with the Room Items and the Shared Areas with the Shared Items;
- 13.5 pay the charges for water supply, drainage and, subject to the Tenant's liability to reimburse the Landlord for excessive usage (as to which see clause 3.3), the charges for gas and electricity.

**14. NOTICE UNDER SECTION 48 OF THE LANDLORD AND TENANT ACT 1987**

- 14.1 The Landlord notifies the Tenant that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the address of the Management Company shown on the first page of this Agreement.
- 14.2 All notices under this Agreement must be in writing.

**15. GUARANTOR**

- 15.1 The Guarantor guarantees and undertakes to pay from the date of this Agreement from time to time the rent and other sums due within 10 days of the receipt of a written demand from the Landlord or the Management Company addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded of the Tenant when it is due under this Tenancy Agreement.
- 15.2 The Guarantor shall pay and make good to the Landlord on demand all losses damage costs and expenses of the Landlord arising from or incurred as a result of default by the Tenant in the performance or observance of the Tenant's covenants under this Tenancy Agreement provided that any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent when it falls due and at any time which may be given to the Tenant by the Landlord shall not release or exonerate the Guarantor or in any way affect the liability of the Guarantor under this deed.

**16. INSURANCE**

- 16.1 The Landlord insures the building for normal property owners risks however, for the avoidance of doubt, this cover does not include for damage to personal belongings or valuables. Nor does the Landlord provide cover for claims made against the Tenant for damage to any property or personal injury that result from the Tenants negligent action or inaction. [This is *something that the you have done that you should not have done or something that you have not done that you should have done*]. The Tenant is responsible for determining their requirement for cover for belongings and liabilities and for obtaining suitable cover as required.

*[The landlord strongly recommends that the you should carefully consider the need for insurance cover for your belongings and potential liabilities to others while a Tenant at the Development and, where relevant, to obtain appropriate cover. It is also recommended, to prevent duplicating cover, that you consider if any existing insurance in respect of where you live now or other insurance, extends to cover you whilst living at the Development. If you are uncertain then the Landlord recommends that you consider taking advice from an independent advisor]*

**DOCUMENT ENDS**