

AGREEMENT

for letting furnished dwellinghouse on an Assured Shorthold Tenancy under Part 1 of The Housing Act 1988

Date [redacted]

Parties

1. The Landlord
BPS Management Property Ltd
1 Derby Buildings
Wavertree Road
Liverpool L7 3ES

2. The Tenant
[redacted]

3. The Guarantor
[redacted]

Property The dwellinghouse situated at and being
Flat [redacted] Room [redacted] Brunel Court, Ladywell Street, Preston. PR1 2YF

Together with the Fixtures Furniture and Effects therein and more particularly specified in the inventory thereof signed by the parties.

Term A term of 42 weeks from [redacted]
With an option for a further 10 weeks retainer if required

Rent [redacted] per week.

Payable Rent and energy charges for the term is payable in advance. Post-dated cheques are to be provided to the Landlord for the following dates and amounts:

42 weeks @ [redacted] per week payable by [redacted] instalments as follows:

Retainer (Optional) [redacted]

([redacted] of this deductible of the first rental instalment upon return)

[redacted]
Total [redacted]

Tenants should note:

- * Tenancy Agreements will NOT be completed until all post-dated cheques are in hand.
- * In the event of no Guarantor being available (foreign students), full payment is required in a one-off payment at the beginning of the term.
- * This Agreement is for the aforementioned Flat Number and Room Number and it is not permissible to change either the Flat Number or Number once the Agreement is signed.
- * Telephone outlets situated in bedrooms may be connected to the BT network. Arrangement of connection is responsibility of the student and may carry a connection charge.
- * All keys must be handed in to the office of the Landlord immediately upon termination of the Agreement. If keys are lost a charge of £10.00 per replacement key will be made.
- * Parking is available on site on a first come – first serve basis, subject to payment of a [redacted] the duration of the tenancy. Should the electronic fob not be returned at the end of the tenancy a charge of £35.00 will be made for replacement.

1. The landlord lets and the tenant takes the property for the Term at the rent payable as above.

2. This agreement is intended to create an assured shorthold tenancy as defined in Section 20 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly.
3. Where the context admits:
 - (a) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy
 - (b) "The Tenant" includes the persons deriving title under the tenant
 - (c) References to the property include references to any part or parts of the property and to the fixtures furniture and effects or any of them.
4. The Tenant will:
 - (a) Pay the rent at the times and in the manner specified
 - (b) The provision by the Tenant of post dated cheques as herein before provided and the acceptance of the same by the Landlord shall not be taken to imply any right of the Tenant to determine the Term. If the Tenant shall wish to determine his tenancy prior to the end of the Term he shall give written notice to the Landlord expiring upon the last day of the Term and the Landlord will thereafter and so as to mitigate so far as he reasonably can the Tenants liabilities for the rent and the other outgoings provided for herein endeavour to find a new Tenant acceptable to them and who is prepared to meet all of the reasonable requirements of the Landlord and it is agreed that the Landlords administration, legal and other costs and charges incurred in finding a replacement Tenant and granting a new tenancy shall be due and payable by the Tenant and any monies in hand from the Tenant may be utilised by the Landlord to defray all such costs charges and expenses.
 - (c) Not raise any objection in relation to sex, race or religion of other persons sharing the Property.
 - (d) Not damage or injure the property or make any alteration in or addition to it
 - (e) Preserve the fixtures, furniture and effects from being destroyed or damaged and not remove any of them from the property
 - (f) Yield up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good and pay for the repair of or replace all such items of the fixtures furniture and effects as shall be broken lost, damaged or destroyed during the tenancy (reasonable wear and damage by fire excepted).
 - (g) Leave the furniture and effects at the end of the tenancy in the rooms or places in which they where at the beginning of the tenancy.
 - (h) Pay for the washing and cleaning (including ironing and pressing) of all counterpanes, blankets and curtains which shall have been soiled during the tenancy (the reasonable use thereof nevertheless to be allowed for)
 - (i) Permit the landlord or the landlord's agents at reasonable hours in the daytime to enter the property to view the state and condition thereof.
 - (j) Not to assign sublet share occupation receive guests who stay overnight or part with possession of the property or any part thereof.
 - (k) Not carry on the property any profession trade or business or let apartments or receive paying guests on the property or place or exhibit any notice board or notice on the property or use the property for any other purpose than that of a strictly private residence.
 - (l) Not do or suffer to be done on the property anything which may be or become a nuisance or annoyance to the landlord or the tenants or occupiers of any adjoining premises or which may vitiate any insurance of the property against fire or otherwise or increase the ordinary premium for such insurance.
 - (m) Permit the landlord or the landlord's agent at reasonable hours in the daytime at anytime during the term of the Agreement to enter and view the property with prospective tenants.
 - (n) Perform and observe any obligation arising under the Local Government Finance Act 1988 or regulations made there under to pay contributions to a collective community charge or any subsequent Act.

- (o) Not allow any pets or animals to be kept on the property.
 - (p) Not allow any children to reside on the property.
 - (q) Not wallpaper or decorate without landlord's written consent.
 - (s) Be responsible for their own possessions including the insurance thereof.
 - (t) Be responsible for the purchase of a television licence for any television set either in the bedroom or jointly with other tenants in the kitchen/dining room.
 - (u) Allow the landlord access every Thursday between the hours of 2.00-4.00pm, without the need for any further notice, in order to check fire safety equipment alarm.
 - (v) Pay for any vandalism caused to fire extinguishers or if any are expelled or discharged or recharging to pay the cost for repair for their repair or refilling such cost to be shared between all tenants in the flat unless informed of the individual who caused the damage. The cost is a circa £20.
 - (w) To ensure the common areas of the property are kept clean and hygienic. Failure to keep to housekeeping standard will result in Landlord despatching cleaners and tenant paying for same.
 - (x) To pay for professional cleaners to clean the property in the event of any breach of clause (w) above.
 - (y) To pay interest on any sums due to the Landlord at 2% per month from the date seven days after which they became due until payment.
5. Provided that if the rent or any instalment or part thereof shall be in arrear for at least fourteen days after the same become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the tenant and the landlord may re-enter on the property (subject always to any statutory restrictions on his power to do so) and immediately thereupon the tenancy shall absolutely terminate without prejudice to the other rights and remedies of the landlord.
- 6 The guarantor guarantees the payment by the Tenant to the Landlord of the said rent and other terms due under this agreement and the performance and observance by him of the terms of this tenancy agreement.
- 7 The Landlord agrees with the Tenant as follows:
- (a) To pay and indemnify the tenant against all assessments and outgoings in respect of the Property.
 - (b) That the Tenant paying the rent and performing the agreements on the part of the Tenant may possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
 - (c) To return to the tenant any rent payable for any period while the property is rendered uninhabitable by fire the amount in case of dispute to be settled arbitration.
- 8 This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy.
- 9 The Tenant/Guarantor shall re-imburse the Landlord the cost of any damage caused to the Property when returned at the end of the agreed term.
Following vacant possession, an inspection shall be made and should any damage or substantial cleaning be required an invoice shall be raised which will be payable within 7 days.
- 10 The Tenant agrees to the Landlord Fire Safety Agreement, drawn up in conjunction with the fire service to highlight the risk of misuse of fire equipment a copy of which is provided to each tenant at the commencement of the Tenancy.
- 11 STUDENTS EXEMPTION CERTIFICATES must be provided, failing to do so will result in the student being responsible for council tax.
The Tenant will pay all Council Tax levied or payable in respect of the Property unless a student Exemption Certificate is provided by the tenant for the whole of the term.
- 12 **STRICTLY NO DSS**

BRUNEL COURT
INVENTORY

BEDROOMS

1 SINGLE BED WITH HEADBOARD
1 DOUBLE WARDROBE
1 CHEST OF DRAWERS
BOOKSHELF/PINBOARDS
1 FITTED DESK & SWIVEL CHAIR
1 BEDSIDE CABINET
TELEPHONE OUTLET
TV AERIAL OUTLET
CURTAINS & MIRROR
FITTED CARPETS
LITTER BIN

KITCHENS

SOFA AND EASY CHAIRS
BREAKFAST BARS & STOOLS
COFFEE TABLE
1 REFRIGERATOR/FREEZER (5 & 6 BED FLATS HAVE ADDITIONAL FRIDGE)
COOKER, HOB & EXTRACTOR (STUDIO HAVE MINI KITCHEN, WITH SINK HOB & MICROWAVE)
1 MICROWAVE
TOASTER
KETTLE
IRON & IRONING BOARD
VACUUM
FITTED CARPETS & VINYL
1 FIRE EXTINGUISHER
1 FIRE BLANKET
RUBBISH BIN
DUST PAN & BRUSH

BATHROOM

SHAVER POINT/LIGHT
MIRROR
TOILET ROLL HOLDER
WC BRUSH & HOLDER
SHELF
TOWEL RAIL

COMMUNAL AREA

FIRE EXTINGUISHERS

FLAT

Date Moved In

Comments
