

FIXED TERM SHORT HOLD TENNANCY AGREEMENT

For Letting Under Part I of the Housing Act 1988
as amended under Part III of the Housing Act 1996.

Landlord Mrs J.K. Whitehead 6 Kings Buildings
King Street
Chester CH1 2AJ
Telephone 07791 802326

Tenant XXXXXXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXX
XXX XXX
Students telephone XXXXX XXXXX
Parents telephone XXXXX XXXXX
Students e-mail XXXXXXXXXXX@xxx.com
Parents e-mail XXXXXXXXXXX@xxx.com

Premises: The property described as: 5 Kings Buildings, situated at and being:

Second floor – single room
5 Kings Buildings
Chester
CH1 2AH

Together with its fixtures and fittings and also the items in the inventory (if any).

Term: For a fixed period during term time from September 1 201X to July 30 201X

Rent: £xxxx per calendar month

Payable every month by equal payments in advance

First payment due August 25th and then every 25th day of the month thereafter.

Deposit: £250 payable on return of this contract to reserve the room. This 'bond' is refundable on termination of the premises (less any fee to cover damages incurred).

Payments

All monies to be paid directly into the Landlords bank account.

The monthly rent to be paid in advance by standing order on or before the 25th of each month.

Landlord JK Whitehead
Bank Account Details HSBC Bank
Account Number 22139189
Sort Code 40-17-14
Reference Write students name

Generally

1. This agreement is for the letting of a room which has been furnished in accordance with the inventory signed between the parties.
2. This agreement is intended to create a Fixed Term Assured Shorthold Tenancy in accordance with Section 19A of the Housing Act 1988, as inserted by Section 96 of the Housing Act 1996.
3. The provisions for recovery of possession of the premises, by the Landlord, contained in Section 21 of the Housing Act 1988 as amended by Sections 98 and 99 of the 1996 Housing Act apply.
4. This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985, where applicable to this tenancy. This makes provision for the landlord to repair the structure and exterior of the premises and certain installations in the premises.
5. The landlord is the person or persons stated, or any person entitled to possession if the tenancy were to end.
6. The tenant is the person or persons stated, or any person deriving title under the tenant.
7. Where either party is two or more people, their obligations and liabilities, under this agreement are joint and individual. Where his or he appears read his/her or he/she.

Head lease

8. Where the landlord's interest is derived from another lease, the head lease, the tenant will observe the restrictions in the head lease applicable to the premises. In this case the premises will be subject to the reservations and rights of entry stated in that head lease.

Communal areas

9. Where the premises are only part of a building, the tenant will have access (in common with others) to appropriate access ways and hallways or other shared facilities, but only to the extent that the landlord can lawfully grant the same.

Deposit

10. The deposit as specified shall be paid by the tenant on the signing of this agreement and is to be held by the DPS (Deposit Protection Service) for the duration of the tenancy as security against the tenant's failure to pay the rent or non performance of his obligations laid down within this agreement. This includes any breach by the tenant of his obligations as to the cleaning of the premises, the cleaning of any fixtures and fittings therein and the return of all keys.
11. The deposit is not to be used by the tenant towards the final rent payment. The deposit will be returned to the tenant (without interest and less any relevant deductions) within 28 days of the termination of the tenancy and the vacation of the premises. Where there is more than one right to make a deduction, the landlord has the right to appropriate the deposit as he sees fit.

Forfeiture

12. Where the rent, any part of it, or any other sum due from the tenant under this agreement, is in arrears of fourteen days or more after it has become due (whether legally demanded or not), or where there is a breach of any of the obligations on the part of the tenant, the landlord may re-enter the premises (or any part thereof) and the tenancy will immediately be determined without prejudice to any other rights and remedies of the landlord. This is subject to any statutory restrictions on the landlord's power to do so. A court order will be required if anyone is residing at the premises.

Interest on payments in arrears

13. Where the rent or any other sum due from the tenant, under this agreement, is in arrears (whether legally demanded or not), the outstanding sum shall be subject to interest from the date when the same became due until the date of payment, at 10% above the prevailing base rate of NatWest Bank Plc.

Rent

14. The tenant will pay the rent in the manner and at the times specified within this agreement.

Misuse

15. The tenant will use the premises in a tenant like manner only as a private dwelling house and will not (nor allow others to) use it for any improper, immoral or illegal purposes.

Damages

16. The tenant will not (nor allow others to) cause any damage or injury to the premises, but will preserve the premises in the same condition that they were given over to the tenant, reasonable wear and tear and accidental damage by fire or any other risk against which the landlord has effected insurance excepted.

Noise and nuisance

17. The tenant will not (nor allow others to) cause annoyance or disturbance to the landlord, other tenants or any neighbours.

Trades

18. The tenant will not (nor allows others to) carry out any profession, trade or other business on the premises.

Insurance

19. The tenant will not (nor allow others to) do anything which may make void (or increase the premium of) any relevant insurance policy. The tenant's personal property is not covered under the landlords insurance.

Assignment, subletting and sharing

20. The tenant will not (nor allows others to) assign sublet, part with possession of the premises in any way or receive overnight guests on the premises.

Alteration of premises

21. Without the express written permission of the landlord, the tenant will not (nor allow others to), place or attach any pictures, paintings, posters or the like on the interior of the premises.
22. Without the express written permission of the landlord, the tenant will not (nor allow others to), place any signs, notice board or other advertisements or the like on widows or the exterior of the premises.
23. Without the express written permission of the landlord, the tenant will not (nor allow others to), remove any of the landlord's possessions, from the premises.
24. Without the express written permission of the landlord, the tenant will not (nor allow others to) change any of the decorations, furnishings or any of the fixtures or fittings, (where applicable).
25. The tenant will not (nor allows others to) make any alterations to the premise.

Pets

26. Without the express written permission of the landlord, the tenant will not (nor allow others to), keep or allow pets of any kind on the premises. Any permission which is given may be cancelled by the landlord.

Cleaning and maintenance

27. The tenant is responsible for cleaning of their own room and jointly with their fellow tenants to clean common areas within the house. All cutlery, crockery, pans and kitchen work surfaces must be cleaned by each individual tenant after use.

Rear Yard / Drive

- 28 All rubbish to be placed in black bin bags and placed in wheelie bins in the dustbin area within the rear yard. The rubbish must then be moved outside to the bottom left of drive every second Wednesday evening, where refuse collectors will collect.

The waste area at the rear of the building must be kept clean and tidy. No rubbish to be placed unless it is in a black bin bag. Ensure that bin bags are strong enough to hold rubbish without tearing.

No food or liquids to be placed in black bin bags, the local council has a recycling policy and this must be followed. Recycling bins to be put at the rear of the building each Wednesday evening and returned to the house on Thursday after they have been emptied.

- 29 The landlord uses the drive to park a car, at no times are you or friends / relatives allowed to park on or behind the drive. Parents may make telephone arrangements to park on or behind the drive in September for unloading your personal property and in July to reload it. Do not park without first agreeing times with the landlord.
30. The tenant shall keep the interior of the premises in good repair and condition and in good decorative order.
31. The tenant is responsible for the cleaning of the windows within their own room and for immediately replacing any broken glass, howsoever caused.

Supplies/ Utilities

32. The landlord is responsible for the payment of bills generated for the supply and consumption of any services such as Gas, Electricity, and Water etc. The tenant will not do anything that may cause the disconnection of any of these supplies. To avoid excessive consumption and to avoid fire risk no portable heaters may be used within the property.

TV License

- 33 If you wish to watch TV in the house you must together with your fellow flat mates purchase a TV License.

Council tax

34. The tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made there under) to pay Council Tax (or any similar tax or levy). Full time students are exempt from council tax on production of a letter from the University / College confirming that they are in full time education.

Rights of access

- 35 The tenant will allow the landlord (or his agent) access to the premises at reasonable hours during the day, to inspect the premises and effects therein and to carry out any works the landlord deems necessary.

The tenant will allow the landlord (or his agent) access to the premises at reasonable hours during the final 28 days of the tenancy, to show the premises to prospective tenants or at any time to show the premises to a prospective purchaser or anyone acting on his behalf.

Unattended property

36. Whenever the premises are left unattended the tenant must fasten all locks to all doors and windows to avoid unauthorised access to the premises. Heating and electrical items must be switched off (especially TV / PC monitors and charging devices).

Vacation of premises

37. The tenant will ensure that the premises are clean and are returned to the landlord at the end of the tenancy in the same condition and state of repair as at the commencement of the tenancy, reasonable wear and tear and accidental damage by fire or any other risk against which the landlord has effected insurance excepted.

The tenant will clear all his own personal effects and any rubbish from the premises on or before the end of the tenancy.

The tenant will return all the keys for the premises, to the landlord, at the end of the tenancy.

Quiet possession

38. The landlord agrees with the tenant that subject to the tenant paying the rent and observing and performing the obligations on the part of the tenant may quietly possess and enjoy the premises during the tenancy without any interruption from the landlord or any person claiming under or in trust for the landlord.

Gas safety regulations

39. The landlord is responsible for the service and maintenance of any gas heating system and for ensuring that all gas appliances within the premises are annually certified by a Gas Registered technician, in accordance with The Gas Safety (Installation and Use) Regulations 1994.

Furniture safety regulations

40. The landlord is responsible for ensuring that any furniture supplied by the landlord complies with The Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended (but subject to the transitional provisions of those regulations).

Outgoings

41. The landlord is responsible for indemnifying the tenant against all outgoing and assessments in respect of the premises, except those stated as being the tenant's responsibility.

Damage by fire

42. The landlord is responsible for returning to the tenant any portion of rent paid for any period that the premises is rendered uninhabitable by fire or other risk against which the landlord has effected insurance.

Necessary consents

43. The landlord warrants that any consents necessary to enable him to enter into this agreement, (whether from superior lessors, mortgagees or others), have been obtained.

Definitions

44. Any reference to the premises includes a reference to any part of the premises. Any reference to the tenancy or the term includes any extension or continuation of the term and any statutory periodic tenancy. Any reference to any items specified in the inventory (if any) or the fixtures and fittings is a reference to any of them. Any reference to any statutory enactment or regulations includes a reference to any amendments or modifications to the same.

Notices

45. The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 relating to the service of notices, apply to any notice authorised or required to be served under this Agreement or any Statutory Provision relating to the tenancy.

Section 48 of the Landlord and Tenant Act 1987

The tenant is hereby notified that in accordance with section 48 of the Landlord and Tenant Act 1987, the address for the tenant to serve Notices on the landlord (including Notices in proceedings), is given here:

Julie Whitehead
6 Kings Buildings
King Street
Chester
CH1 2AJ

Dated:

The landlord hereby agrees to let the premises and the tenant hereby agrees to take the premises for the rent, period and in accordance with the conditions stated within this agreement.

Signed by the landlord:

In the presence of a witness:

.....
Julie Whitehead

.....
Stewart Thompson
6 Kings Buildings
King Street
Chester, CH1 2AJ

Signed by the tenant:

In the presence of a witness:

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NAME & ADDRESS OF WITNESS

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