

# Fresh Property Group

## Assured Shorthold Tenancy Agreement

<b>Fresh Property Group (Managing Agent)</b>	Fresh Property Group of Third Floor, 7-9 Swallow Street, London W1B 4DE Telephone Number: 0203 617 4430															
<b>(Landlord)</b>	[landlord name & address]															
<b>I / Me (Tenant)</b>	[Tenant name] of [Tenant address] (where the Tenant is more than one person, obligations are undertaken both individually and together)															
<b>Guarantor</b>	[Name] of [Address]															
<b>Building</b>	[building name & address]															
<b>Room/Studio</b>	[Room type]  (where the Room is a self-contained studio, any mention of "Shared Area" and "Shared Items" is to be ignored)															
<b>Tenancy Period</b>	beginning on [tenancy start date] ending on [tenancy end date] (xx weeks)															
<b>Rent</b>	<p>£ (for [number of weeks] weeks) payable in advance in 4 instalments:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: left;">Charge Name</th> <th style="text-align: left;">Amount</th> <th style="text-align: left;">Due Date</th> </tr> </thead> <tbody> <tr> <td>First Rent Instalment</td> <td>£</td> <td></td> </tr> <tr> <td>Second Rent Instalment</td> <td>£</td> <td></td> </tr> <tr> <td>Third Rent Instalment</td> <td>£</td> <td></td> </tr> <tr> <td>Fourth Rent Instalment</td> <td>£</td> <td></td> </tr> </tbody> </table> <p><b>Note: The amounts listed above are standard prices. Any discount that you are eligible for will be applied to your rent amount when you make a payment online via the Student Portal. You will be able to nominate to pay your rent in full at a later date.</b></p>	Charge Name	Amount	Due Date	First Rent Instalment	£		Second Rent Instalment	£		Third Rent Instalment	£		Fourth Rent Instalment	£	
Charge Name	Amount	Due Date														
First Rent Instalment	£															
Second Rent Instalment	£															
Third Rent Instalment	£															
Fourth Rent Instalment	£															
<b>Tenancy Deposit</b>	£###.## (which is safeguarded by the Tenancy Deposit Protection Scheme)															
<b>Tenancy Deposit Holder</b>	Fresh Property Group of Third Floor, 7-9 Swallow Street, London W1B 4DE Telephone Number: 0203 617 4430															
<b>Tenancy Deposit Protection Scheme</b>	The scheme is administered by: The Dispute Service Limited, PO Box 541, Amersham, Bucks HP6 6ZR. Telephone Number: 0845 226 7837; Email: <a href="mailto:deposits@tenancydepositscheme.com">deposits@tenancydepositscheme.com</a> ; Fax: 01494 431 123															

## **A. My Obligations as the Tenant to The Landlord/Agent are:**

### **Financial Matters**

A1

I agree to pay the Rent, inclusive of the Staffing Service Charge, in full for the whole Tenancy Period, in the instalments and on the dates stated on page 1, whether or not I receive a formal request from the Landlord. I acknowledge that the Service Charge is an amount which I pay to the Agent in consideration of the provision of services at the Building by the Agent, as appointed by the Landlord to provide such services, and the remainder of the Rent an amount which I pay to the Landlord.

A2

I agree to pay the following extra sums, as rent:

- (a) Where I have failed to clean the Room or Shared Area or have caused damage, the reasonable costs of cleaning, redecoration, repair and replacement in accordance with clause A9.
- (b) Any costs incurred by the Landlord arising from my breach of this Tenancy (including legal fees and court costs);
- (c) Late Payment Fees will be applied after 14 calendar days at a rate of 3% above the Bank of England base rate to any outstanding rent for each day since the rent payment has been outstanding.

A3

I am responsible for obtaining a licence for any television in the Room, and (jointly with other tenants of the Flat) in the Shared Area.

### **Condition and Maintenance**

A4

I accept the Room, the Shared Area, the Room Items and Shared Items as being present and in good repair and condition, unless I inform Landlord/Agent to the contrary in writing within 48 hours of moving-in.

A5

I will use the Room, the Shared Area and all Room Items and Shared Items carefully and keep them in at least as good a condition as at the start of the Tenancy. I am not responsible for

- (a) fair wear and tear caused by normal use;
- (b) any matters that are the Landlord's responsibility under section 11 of the Landlord and Tenant Act 1985; nor
- (c) any damage covered by the Landlord's insurance policy for the Building.

A6

I will not

- (a) mark or change the decorative finish of the Room or Shared Area;
- (b) make any alteration to the fabric or surfaces of the Room or the Shared Area;
- (c) apply sticky tape or 'blu-tack' or similar adhesive on the walls;
- (d) stick pins, nails or screws into the walls.
- (e) flush sanitary items down the toilet;
- (f) pour oil or grease down the drains nor do anything else likely to block or harm the drains;
- (g) remove any Room Item or Shared Item.

A7

I will keep the Room and the Room Items hygienically clean and tidy throughout the Tenancy Period. I will, jointly with the other tenants of the Flat, keep the Shared Area and the Shared Items hygienically clean and tidy throughout the Tenancy Period.

A8

I am responsible for any damage I cause to the Building (including the Room, the Shared Area, the Room Items and Shared Items and all furnishings, fixtures and fittings) other than damage covered by the Superior Landlord's insurance policy for the Building.

A9

If

- (a) the Room, the Shared Area or any Room Item or Shared Item is not hygienically clean and tidy; or
- (b) there has been damage to the Room, the Shared Area or any Room Item or Shared Item for which I am wholly or partly responsible; or
- (c) I have caused a blockage of the drains by breaching clause A6; or
- (d) I cause damage to any other part of the Building (including any furnishings, fittings or equipment), then I agree that at any time during and at the end of the Tenancy Period the Landlord may:
  - (a) make a charge for the reasonable costs of cleaning, redecoration, and repair of the Building (including the Room and the Shared Area) and of cleaning, repair and, where necessary, replacement of any broken doors, windows or furnishings, fittings and equipment; and
  - (b) deduct such charge from the Tenancy Deposit under the rules in Schedule 4; and if there is a shortfall I will immediately pay the balance.

A10

Where I am responsible for a charge jointly with others, Fresh Property Group will assess the proportion for which I am responsible.

A11

I will not attempt to carry out any repairs, but will report any damage as soon as possible.

## Use

A 12

I will move into the Room within 4 weeks of the start of the Tenancy Period.

A 13

Only I am allowed to live in the Room. I will not assign the Tenancy nor sublet the Room nor allow others to share or occupy it.

A 14

I will only use the Room and the Shared Area for private residential purposes.

A 15

I will inform Fresh Property Group if I am likely to be absent from the Room for more than 48 hours (I appreciate this is important for fire safety and security reasons).

A 16

I will inform Fresh Property Group immediately if I cease to be a student in higher education; and I will pay (or indemnify Fresh Property Group for) any Council Tax charge that may be imposed as a result.

## Conduct

A 17 I will not smoke anywhere in the Building, nor on the roads, paths or pavements immediately outside the Building.

A 18 I will not bring into or keep any of the following in the Building, including the Flat:

- (a) animals;
- (b) illegal drugs or substances whether for my own use or otherwise unless prescribed by a medical practitioner;
- (c) weapons or imitation weapons;
- (d) liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heater or cookers;
- (e) anything which burns with a naked flame or smoulders, such as candles, oil lamps, or incense burners;
- (f) any furniture or electrical equipment that does not comply with current British Standards and statutory regulations;
- (g) bicycles (except in areas designated by Fresh Property Group).

A 19

I will not do any of the following in the Building:

- (a) anything unlawful;
- (b) Cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status).
- (c) prepare food other than in the kitchen;
- (d) use a deep-fat fryer;
- (e) play any radio, music player, television or musical instrument or sing in a way that may be a nuisance or disturb or annoy neighbours within or beyond the Building, or be heard outside the Room between 11pm and 9.00am;
- (f) harass or threaten harassment on the grounds of race, colour, religion, sex, sexual orientation or disability;
- (g) be violent or abusive or act in an intimidating manner, or threaten to do so;
- (h) tamper with fixtures, fittings and equipment including, without limitation space heating and lighting equipment, kitchen and bathroom fittings and equipment, fire safety equipment, fire doors and restrictors on the windows.

A 20

I will only display notices, posters or similar articles on the notice boards (if any) provided.

A 21

I will obtain the Landlord/Agent's prior written approval to any party or meeting of more than 10 people. I will ensure that all gatherings arranged by me or taking place in the Building respect the terms of this Tenancy Agreement.

A 22

I will not dry items of laundry on the heaters within the Flat, nor hang them so as to be visible from outside the Building.

A 23

I will not compromise the security of the Building by leaving windows open when not in the Room, leaving security doors open or 'on the latch' or allowing unauthorised visitors to tailgate.

A 24

I will not obstruct Common Areas.

A 25

I will remove all rubbish from the Room and Shared Area at least once every week and dispose of it in the area designated by Fresh Property Group.

A 26

Unless I have paid for a car park space, I will not park at the Building. I accept that any unauthorised vehicles may be clamped, requiring payment of a release Insurance

A 27

I will not do anything which might invalidate any insurance policy for the Building or its contents or which might entitle the insurers to refuse to pay out any part of an insurance claim, or which might increase the insurance premium.

A 28

I am responsible for insuring my own belongings.

## **Access**

A 29

I will allow the Landlord, its managing Agent and their respective employees, Agents and contractors access to the Flat at reasonable times on not less than 24 hours' notice (except in emergency)

- (a) to inspect the condition of the Flat, the Shared Items and the Room Items;
- (b) to carry out works to the Building;
- (c) to perform its obligations under this Tenancy Agreement and under statute;
- (d) to show the Flat to prospective tenants;

## **End of the Tenancy Period**

A 30

At the end of the Tenancy Period I will:

- (a) give the Landlord vacant possession;
- (b) return all keys, fobs and other passes;
- (c) remove all personal belongings and rubbish; and
- (d) leave the Room and Shared Area in a clean and tidy state, including a thorough clean of all surfaces, cupboards, fridges, cookers, microwaves and other equipment; and sweeping, washing and vacuuming all floors (as appropriate).

A 31

I agree that the Landlord may remove, store, sell or otherwise dispose of any personal possessions which I leave in the Flat at the end of the Tenancy Period, and I will reimburse the Landlord for any costs it incurs in doing so.

## **Information**

A 32

I have not provided false or misleading information nor made a false statement in order to obtain this Tenancy.

A 33

I consent to the Landlord/Agent holding and processing my personal information (including sensitive personal data) in order to perform its function as the Landlord/Agent of the Building. This may include disclosure to third parties (including the Tenancy Deposit Protection Scheme) who are able to show that they are entitled to receive the information.

A 34

I agree to read the Sustainable Living Guide and act responsibly in accordance with it.

## **B. The Landlord's obligations to me**

### **Quiet enjoyment**

B 1

If I pay the Rent and comply with this Tenancy Agreement the Landlord will permit me quietly to enjoy the Room without unwarranted interference.

### **Insurance**

B 2

The Superior Landlord will insure the Building against fire and other usual comprehensive risks as long as insurance cover is available at commercial rates.

B 3

The Landlord and Fresh Property Group accepts no liability for loss or damage to my personal possessions.

## **Maintenance and services**

B 4

The Landlord will:

B 4.1

keep the structure and exterior of the Building (including the window frames and window glass) and the Common Areas in good repair;

B 4.2

keep the Service Media in or serving the Room and the Shared Area in good repair and proper working order, including:

- (a) basins, sinks, showers, toilets and waste pipes;
- (b) electric wiring including sockets and switches and water pipes;
- (c) water heaters, fitted wall heaters and central heating systems;

B 4.3

keep all Room Items and Shared Items in good repair and proper working order;

B 4.4

keep the Common Areas within the buildings clean and properly lit, and (in the case of a lift) functioning safely;

B 4.5

keep the laundry facilities in good repair and proper working order;

B 4.6

ensure that any furniture and electrical equipment it provides complies with the relevant statutory regulations;

B 4.7

provide reasonable space heating and an adequate supply of hot and cold water and electricity to the Room and Shared Area.

B 5

I accept that the Landlord/Agent will not be responsible for any temporary interruption in services for reasons beyond its control. The Landlord/Agent will seek to restore any interrupted services as soon as possible.

Utilities

B 6

The Landlord will pay all charges for Utilities (subject to clause A2).

## **Access over Common Areas**

B 7

The Landlord allows me access over the Common Areas in order to gain access to the Flat, the laundry, the common room, the management suite and the bicycle store within the Building.

## **Suspension of rent**

C

If the Room or Shared Area is destroyed or made uninhabitable or inaccessible by fire or other risk against which the Landlord has insured, then:

- a) The Landlord will seek offer temporary alternative accommodation, in which case the Rent will continue to be payable; but

- (b) If the Landlord is unable to offer temporary alternative accommodation the Rent will stop being payable until the Room and Shared Area is reinstated, made habitable and accessible. Any rent paid in advance will be refunded on a daily basis.

## **Repossession and termination**

### **D 1**

The Landlord may terminate this Tenancy Agreement if any of the circumstances listed in grounds 8, 10-15 inclusive or 17 of Schedule 2 of the Housing Act 1988 (as amended) apply (these include arrears of Rent or any similar sums, breach of this Tenancy Agreement, causing a nuisance or annoyance to neighbours, and illegal activity).

### **D 2**

The Landlord may terminate the Tenancy Period early by giving at least 2 months prior written notice to the Tenant if

- (a) the Room or Shared Area is destroyed or made uninhabitable or inaccessible by fire or other event, and reinstatement has not occurred within 2 months; or
- (b) I cease to be a student in higher education; and the circumstances in section 21 of the Housing Act 1988 apply.

### **D 3**

Repossession or termination does not prejudice to any claim the Landlord may have against me for any outstanding breach of this Tenancy Agreement.

Temporary alternative accommodation

### **E**

In order to carry out emergency repairs the Landlord may, on giving reasonable notice, and at the Landlord's expense, move me to temporary suitable alternative accommodation.

## **Guarantor**

### **F 1**

The Landlord has entered into this Tenancy Agreement at the request of the Guarantor.

### **F 2**

The Guarantor agrees with the Landlord that if, at any time during the Tenancy Period, the Tenant defaults in paying the Rent or other sums due under this Tenancy Agreement, or is in breach of any covenant or obligation in this Tenancy Agreement, then the Guarantor will

- (a) pay any Rent and other sums due under this Tenancy Agreement within 10 Working Days of receipt of a written demand; and
- (b) remedy any of the Tenant's covenants and obligations, or (if the breach cannot be remedied within a reasonable time) pay the Landlord on demand for all the Landlord's losses, damages, costs and expenses arising as a result of the Tenant's breach.

### **F 3**

The Guarantor's liability will not be reduced or released by any delay or concession by the Landlord in enforcing the Tenant's covenants and obligations.

Contact details

### **G 1**

If the Landlord needs to serve any notice on me, it may be delivered by hand or sent by first-class post to the Room address or the address stated on page 1 or any other address I have given to the Landlord/Agent.

### **G 2**

If the Landlord needs to serve any notice on the Guarantor, it may be delivered by hand or sent by first-class post to the address stated on page 1 or any other address given to the Landlord/Agent.

### **G 3**

If I need to serve any notice on the Landlord, it may be delivered by hand or sent by first-class post to the Agent's address stated on page 1.

### **Schedule 1 - Defined terms and interpretation**

1 Throughout this Tenancy Agreement, the following terms have following meanings:

"Building": includes the buildings, grounds, car park, driveways, footpaths and landscaped areas;

"Common Areas": the external grounds, car park, driveways, footpaths and landscaped areas, and the following areas within the buildings: laundry room, common room, cycle store, halls, corridors, staircases, lifts, and landings;

"House Rules": the rules in Schedule 2 and any revisions issued by the Landlord/Agent from time to time, for the benefit of the Building;

"ICE": the Independent Case Examiner of the Tenancy Deposit Protection Scheme;

"Inventory": the Inventory attached at Schedule 2 to this Agreement;

"Rent": the amounts stated on page 1, which are inclusive of the Service Charge

"Room": the Room stated on page 1, including its furnishings, fixtures and fittings, carpets, doors and internal glass but excluding the Service Media within the Room;

"Room Item": the items to be provided in the Room and listed under the heading "Room Items" in the Inventory;

"Service Charge": the part of the Rent payable in respect of the provision of services at the Building by the Agent as appointed by the Landlord to provide such services, calculated as the proportion of the total costs for the provision of such services by the Agent at the Building which is allocated to the Room

"Service Media": central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided;

"Shared Area": the kitchen/dining/lounge areas together with the corridor within the Flat including its furnishings, fixtures and fittings, carpets, doors and internal glass but excluding the Service Media within the Shared Area;

"Shared Items": the items to be provided in the Shared Area and listed under the heading

"Shared Items" in the Inventory;

"Utilities": electricity, water supply, foul water disposal [and broadband internet access];

"Working Day": any day other than Saturday, Sunday or any bank or public holiday.

- 2 If the Tenant or the Guarantor is more than one person, obligations are undertaken individually and together.
- 3 The terms "Landlord" and "Agent" includes any person or company who may legally succeed it.
- 4 Any reference to a statute includes any statutory modification, extension or re-enactment, and any subordinate legislation.



## **Schedule 2 – Inventory**

The following is a general guide; please refer to the site specific inventory for detailed information.

### **Bedroom/Ensuite:**

- Bed – single / 4ft / double
- Bed storage
- Study chair
- Work station
- Book shelves
- Wardrobe
- Notice board
- Heater
- Curtains
- Shower / toilet / sink

### **Shared Flat Kitchen:**

- Storage
- Fridge / Freezer
- Oven / Hob / Extractor
- Microwave
- Seating / Eating area

### **Studio Kitchen:**

- Kitchen storage
- Two ring hob
- Fridge / icebox
- Microwave
- Eating area

## **Schedule 3 - Tenancy Handbook**

The tenancy handbook forms part of your tenancy obligations.

Your handbook is published annually and available on our website under your property location.

## **Schedule 4 - Tenancy Deposit**

At the beginning of the Tenancy Period

- 1 I have paid the Tenancy Deposit to the Landlord.
- 2 The deposit is held by the Tenancy Deposit Holder as stakeholder. The Tenancy Deposit Holder is a member of the Tenancy Deposit Protection Scheme.
- 3 Any interest earned will belong to the Landlord.
- 4 The Tenancy Deposit has been taken as security for the following purposes:
  - any damage, or compensation for damage, to the Building, the Room, the Shared Area, their fixtures and fittings, the Room Items or the Shared Items or for missing items for which I may be liable under clause A9;
  - the reasonable costs incurred in compensating the Landlord/Agent for, or for rectifying or remedying any breach by me of my obligations under the Tenancy Agreement;
  - any Rent or other money due from me under the Tenancy Agreement of which I have been notified.

The Tenancy Deposit is safeguarded by the Tenancy Deposit Protection Scheme.

**At the end of the Tenancy Period**

- 5 The Landlord must tell me within 20 Working Days of the end of the Tenancy Period if it proposes to make any deduction from the Tenancy Deposit.
- 6 If there has been no damage, and no sum is due to the Landlord, the Tenancy Deposit must be returned to me within 20 Working Days of the end of the Tenancy Period.
- 7 If the Landlord proposes to make any deduction from the Tenancy Deposit, any undisputed balance of the Tenancy Deposit must be returned to me within 20 Working Days of the end of the Tenancy Period.
- 8 If the Landlord
  - fails to return the Tenancy Deposit and fails to notify me of any proposed deduction within 20 Working Days of the end of the Tenancy Period; or
  - having notified me of any proposed deduction fails to return any undisputed balance of Tenancy Deposit within 20 Working Days after the end of the Tenancy Period

I may refer the matter directly to the Independent Case Examiner of the Tenancy Deposit Protection Scheme ("ICE").

- 9 If there is no dispute the Landlord will keep or repay the Tenancy Deposit, according to the agreed deductions and the conditions of this Tenancy Agreement. Payment of the Tenancy Deposit or any balance of it will be made within 10 Working Days after the Landlord and I agree the allocation of the Tenancy Deposit.
- 10 If I intend to dispute any deduction from the Tenancy Deposit proposed by the Landlord, I will try to inform the Landlord in writing within 10 Working Days after receiving notification of the proposed deduction.
- 11 If after 10 Working Days following notification of a dispute under paragraph 10, and despite reasonable attempts having been made in that time to resolve any differences, the dispute remains unresolved, it will (subject to paragraph 13) be submitted to the ICE for adjudication. The Landlord and I agree to co-operate with the adjudication.
- 12 If the Landlord notifies ICE of the dispute, it must, at the same time ensure that the amount of the disputed Tenancy Deposit is sent to the Tenancy Deposit Protection Scheme. If I notify ICE of the dispute, the Landlord must ensure that the amount of the disputed Tenancy Deposit is sent to the Tenancy Deposit Protection Scheme within 10 Working Days after receiving notification of registration of the dispute. These obligations apply whether or not the Landlord and I wish the ICE to resolve the dispute.
- 13 If the amount in dispute is over £5,000 the Landlord and I agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE. However, 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 Limited from time to time, shared equally between the Landlord and me; the liability for any subsequent costs will depend on the award made by the arbitrator.
- 14 My statutory right, and the Landlord's statutory right to take legal action through the County Court remain unaffected by paragraphs 11 or 13.

#### **Schedule 5 - Extra Services**

Refer to your broadband provider for up-to date information regarding upgrades to the service.

How to rent: The checklist for renting in England

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/674299/How\\_to\\_Rent\\_Jan\\_18.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/674299/How_to_Rent_Jan_18.pdf)