



ASSURED SHORTHOLD TENANCY AGREEMENT

This agreement is made on between:

Boatswain Ltd c/o Knightstone Properties Ltd	The Landlord
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and

	The Tenant/s
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§ 1 By this agreement:

- The term of the tenancy is from –
- The Landlord lets and the Tenant takes the Premises being:

The right to use all
Communal spaces relating to:

34 Deacon Street
Leicester, LE2 7EF

**Flat
Room**

The Premises to include all furnishings,
fixtures and fittings and effects described in the inventory for use as a private dwelling house.

- The annual rent being: £..... each including electricity, gas, water and Internet allowance.

Payment plan option (please tick the appropriate box):

<input type="checkbox"/> 4 installments	Initial – due by	£
	September – December - due by	£
	January – March – due by	£
	April - June –due by	£
<input type="checkbox"/> 11 installments	Initial – due	£
	September – June due by	£
<input type="checkbox"/> In full	Due by	£

- You must pay the rent **in advance** for the month or period (whichever applies) by direct debit or

standing order to:

Boatswain Ltd	Account number 71020268	Sort code 30 94 97
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The first rental payment must be paid by the 1st day of tenancy term agreement specified in clause 1 point 1. After that rent is to be paid on the first day of every rent period which follows while the tenancy lasts.

5. This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1988). The no fault arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. The landlord giving a section 21 notice must give at least two months' notice, in writing. For more information, you should consult a housing advice centre, solicitor or Citizens Advice Bureau who will tell you what this means.
6. We will let the property to you and only you.
7. Tenant must provide a Guarantor Mandate completed and signed by a parent or guardian who agrees to pay the rent or any other monies which arises as a result of the performance of this tenancy if any demand is made of the Tenant and the payment remains unpaid within one month of the due date. This mandate to be provided to along with this agreement.
8. No children are allowed to live in the property without our permission, in writing (which we will not unreasonably withhold).
9. No animals are allowed in the property without our permission, in writing (which we will not unreasonably withhold). We can withdraw this permission if we have a good reason.
10. Tenants are responsible for paying the following utility charges:
 - Gas – No
 - Water – No
 - Internet – No
 - Electricity - No

Where the cost of gas or water is included in the rent, it is the Tenant's responsibility to ensure reasonable usage of energy (this is a joint and several responsibility where more than one person occupies the Premises). If there is unreasonable use noticed such as lights left on when flat is empty the Landlord reserves the right to bill the apartment.

Also where energy is not included in the rent, it is the tenant's responsibility to register with an appropriate utility company **on the first day of the commencement of this Agreement**. Tenants are required to notify the Landlord or his Agent of the company supplying the Premises for the duration of the Agreement. At the end of the tenancy period, it is the responsibility of the Tenant(s) to ensure that final meter readings are supplied to the utility companies and a copy of the same provided for the Landlord's Agent within five working days of the tenancy expiry date.

Where internet services are provided as a free inclusion or via an allowance to this Tenancy Agreement, The Landlord does not accept that any interruptions or failures to the service provided be subject to compensatory claims.

Where any television or other apparatus capable of receiving a television signal (whether provided by the Landlord or by the Tenant) is used within the premise, it is the Tenant's responsibility to acquire the necessary license which is applicable for the appliance. Where the appliance is provided by the Landlord and located in the communal area of the accommodation, all Tenants are jointly responsible for the acquisition of an appropriate television license.

11. You must pay the holding deposit fee of £100 to reserve and hold the room for you. This fee is not

refundable under any circumstances.

12. The tenants agree to pay a retainer rent over the months of July and August for non-occupation of the property. If occupation is required during this period full rent is payable from 1st July, up until and including 31st August when the retainer period ends.

Where a 'Summer Retainer' has been agreed for the months of July and/or August, the tenants are permitted to leave their belongings in the property but are NOT permitted to occupy the property without written permission from the landlord or Agent. Where occupancy is granted for any period within the summer retainer months, the full total rent is due for the entire period.

Where a 'Summer Retainer' has been agreed, temporary access will be granted for storing belongings on a mutually agreed date from 1st July.

Any possessions left in the property during the 'Summer Retainer' period must be placed in one room of the property and clearly labelled 'New Tenants Belongings/full name/flat and room number'. Items not clearly labelled will be presumed to be old tenants belongings and removed from the property and disposed of. The state and condition of the property must not be altered during the 'Summer Retainer' period and tradesmen/contractors may visit without the normal 24 hours notification.

13. If you owe rent or any other money you must pay under the agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 10% above the base rate used by the Royal Bank of Scotland. This rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgment.
14. Should a default payment incur, we reserve the right to demand the full amount outstanding up to the contract end date.
15. If the Premises are permanently vacated by the Tenant at the Tenant's own request before the last day of term, the Tenant remains liable to pay the Landlord the full unpaid balance of the rent receivable by the Landlord had this Agreement run for the full term.
16. We may keep keys to the property.
17. We may remove, store, and sell or otherwise get rid of any furniture or goods which you refuse to remove or fail to remove from the property at the end of the tenancy. You will be responsible for all reasonable costs which we may have because of this. We are entitled to take the costs and any money you owe us from any money made from selling the furniture or goods.
18. If there is shared access to the property, you are entitled to use the entrance, stairways, halls, landings and so on to the property but we may come into the property if we need to get to other parts of the building in which the property is located.
19. The Tenant agrees with the Landlord that the Premises is a No Smoking building and will refrain from smoking within any part of the Premises nor will allow visitors to do so.

§ 2 You must do the followings:

1. Pay rent on the days and in the way we have agreed.
2. Pay our reasonable costs for sending reminder. These will be £18 for each reminder. This will be added to your account 7 days from the due date of the rent instalment if your account has outstanding arrears.
3. Pay our reasonable costs for any cheque that does not clear or any unpaid direct debit or debit- or credit-card or standing-order payment. These will be £20 each time this happens.
4. Keep the inside of the property in at least as good and clean condition as it was when the tenancy started (apart from fair wear and tear). Also, at the end of the tenancy you must leave all furniture and fixtures in the rooms or places they were in at the beginning of the tenancy.
5. Report it to us if any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property and, if it applies, the building in which the property is located and any shared access, replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If you do not report the damage you are responsible for, we can claim the reasonable cost of making good this damage. If you fail to do this within the period of notice given, we may then

enter the property (after giving you at least 24 hours' notice, in writing) and carry out the work. You will have to pay us for the reasonable cost of this work.

6. To inspect the Premises on the first day of the tenancy and agree the condition of the Premises by signing and returning an Inventory record for the Premises within 24 hours.
7. Pay for all electricity, gas and phone, water and council tax bills relating to the property that apply during the tenancy.
8. Take reasonable precautions to prevent frost or similar damage to the property.
9. Whenever you leave the property unattended, you must lock all the doors and windows and put the burglar alarm on (if there is one). You should tell us if the property is going to be empty for more than seven days in a row.
10. If you give us notice that you are going to leave the property before this agreement has ended, you must pay our reasonable costs for re-letting the property and pay the rent until a new tenant moves in. We do not have to take the property or the tenancy back from you early unless we want to do so.
11. If the Premises is permanently vacated by the Tenant at the Tenant's own request before the last day of term, the Tenant remains liable to pay the Landlord the full unpaid balance of the rent receivable by the Landlord had this Agreement run for the full term.
12. Allow us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or to do other work which we must carry out by law. We will aim to give you at least 24 hours' notice if we are going to enter the property. You must let us enter the property immediately if there is an emergency.
13. Tell us about any repairs or faults that we are responsible for in the structure or outside of the property, in any installation or, if it applies, in the shared areas.
14. Park vehicles in your garage (if there is one) or on your parking space only, and without causing an obstruction.
15. Pay the appropriate cost for getting replacement keys and locks.
16. When entering or leaving the Premises and the Building the Tenant will be responsible for ensuring that all locks, bolts and other fittings designed to maintain the security of the Premises are used as intended. The Tenant will also be responsible for their guests and visitors to the Premises in respect of the same.
17. Allow possible new tenants and buyers to look at the property (upon notice given) during the tenancy.
18. Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keep to all the terms of this agreement.
19. Defrost the fridge when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
20. Pay our reasonable charges (including our costs) for preparing and checking any inventory or condition schedule at the beginning and end of the tenancy.
21. At the end of the tenancy, leave the property and our fixtures and fittings in as good and clean condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish.
22. Pay the reasonable legal and related costs which we have to pay in connection with (i) recovering possession of the property (ii) recovery of unpaid rent or other money payable under this agreement or (iii) steps taken if you fail to comply with the terms of this agreement (including such costs for any attempts by us to do so).
23. Agree to inspect any smoke or carbon monoxide alarms in the property regularly, replacing any batteries if necessary. In addition, you agree to inform us as soon as practically possible if a fault arises in the smoke or carbon monoxide alarms.
24. If the Landlord or the Landlord's Agent gives the Tenant any *Breach of Tenancy Notice* in respect of cleaning, safety or repairs required by this Tenancy Agreement or to undertake any other remedial work to keep the Premises in a clean and safe condition, the work must be completed as required by the notice. Where this does not happen, the Landlord or persons acting on their behalf are entitled to enter the Premises to undertake the work, the cost of which will be charged to the Tenant and payment is expected on demand
25. This clause applies if there is a Guarantor for the tenancy and that Guarantee ends because the Guarantor dies, becomes bankrupt or cancels the Guarantee. If it is reasonable for us to do so then

within 2 months of us learning of this we can notify you in writing requiring you within 28 days of this request to find a new Guarantor who is reasonably acceptable to us. Our request must give reasons as to why a new Guarantor is required. That Guarantor must then within 28 days sign a new guarantee including the same terms as the previous Guarantee to take effect from the date when the previous Guarantee came to an end. You must notify us as soon as you become aware that the Guarantor has died or has become bankrupt.

26. It is a condition of this tenancy that anyone occupying the property is in possession of a Right to Rent as set out by s22, Immigration Act 2014 at all times.

§ 3 You must not do the followings:

1. Alter or add anything to the outside or structure of the property, or the furniture, fixtures and household belongings that are on the list that you and we signed. You must not bring into the property any furniture, fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations applicable as at the time the furniture was manufactured. You can get information about these regulations from your local Trading Standards office.
2. Anything which may be a nuisance or annoy us or the neighbours. You must not play any radio, CD, record player, television or similar equipment or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside the property between 11 pm and 7.30 am. Such activity may result in a fine equating to the cost of company officials time and any security callouts.
3. Bring bicycles, motorcycles, and prams into the property without our permission, in writing (which we will not unreasonably withhold).
4. Bring any furniture into the property without our permission, in writing (which we will not unreasonably withhold).
5. Tamper with any fire precautions.
6. Allow into the drainage system any items or substances that may cause it to become blocked.
7. Hang pictures or posters on the walls without our permission, in writing (which we will not unreasonably withhold).
8. Exhibit or place any notice, sign or advertisement so as to be visible from outside the Premises
9. Use Blu-Tack or any similar type of adhesive on the walls. The Tenant shall be held responsible for the cost of redecoration where such damage is deemed to have been caused by the Tenant.
10. Use or keep any illegal drugs on the Premises nor use the Premises for any illegal or immoral purpose. If there is any suspicion of such activity either via the Police or whistleblowing then the Landlord reserves the right to carry out unannounced visits and inspections.
11. Sublet the property or any part of it, or give up the property or any part of it to someone else. And if you do so (even if we have consented) you will be liable for carrying out all Right to Rent checks as set out by s22, Immigration Act 2014, on any sub-tenants or other occupiers you allow into the property and you will compensate us for any losses, damages, cost, or fines we face as a result of you failing to carry out any right to rent check correctly. If you move someone in without the landlord's consent, you may be evicted.
12. Occupancy by guests staying over 7 days will be a violation of this provision. In the event any other people occupy and live in this rental, in any capacity, without Owner's written consent, it will constitute a breach of this lease and it is agreed that the rent will be increased £500.00 per person per month, and the Owner at his sole option may terminate this lease.
13. Transfer the tenancy to someone else without our permission, in writing (which we will not unreasonably withhold).
14. Carry on any profession, trade or business in the property.
15. Display any permanent notice on the property.
16. Use the property as anything other than a private home but (so long as this is not prohibited by the terms of any lease under which we own the property) this does not prevent you working at home so long as you are not using the property to run a business and your home working is purely incidental to the use of the property as your private home
17. Block, or allow guests to block, any of the shared areas, if this applies.

18. Dry washing inside the property, except in a ventilated room suitable for such

§ 4 We agree to do the followings:

1. Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available on reasonable terms except for any policy excess.
2. Let you have free access to the steps, entrance hall, stairs and all shared areas, if this applies.
3. Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances in the property are checked each year by an engineer registered with Gas Safe, in line with the Gas Safety (Installation and Use) Regulations 1998.
4. Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire) (Safety) Regulations applicable when the furniture was manufactured.
5. Give you back any part of the rent that you have paid for any period that the property could not be lived in because of fire or any other damage that we are insured for (or an appropriate part if part only could not be lived in or used).
6. Keep the structure and outside of the property in good repair.
7. Keep the gas, water, electricity, space-heating and water-heating installations in good repair and proper working order.

§ 5 If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand or send it to you by first-class post to the property address. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. **If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first-class post or left at that address.**

If you need to serve any notice on us, you must deliver it by hand or send it by post to the following address:

Knightstone Properties Ltd Unit B, Sugar Way PE2 9QY, Peterborough, Cambridgeshire, United Kingdom
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This address may change.

§ 6 We may repossess the property if:

- you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- you (or any of you) become bankrupt;
- any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance); or
- the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply.

IMPORTANT WARNING: We need a court order to repossess the property. You should contact a solicitor, Citizens Advice Bureau or legal advice centre, who will tell you what this means.

§ 7 We may repossess the property under Ground 1 in Schedule 2 to the Housing Act 1988 (this applies if we have lived in the property as our only or main home or plan to do so). We may repossess the property under Ground 2 in the same schedule which allows the lender to repossess it.

IMPORTANT WARNING: We need a court order to repossess the property. You should contact a solicitor, Citizens Advice Bureau or legal advice Centre, who will tell you what this means.

Our signatures/s

	The Landlord
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Your/s signature/s

	The Tenant/s
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Please fill in capitals

Full tenant name		
Phone/mobile number		
Email address		
Home address		
	Post Code	Town
Nationality		

Privacy Notice from your Landlord

Why we hold/process data

This notice sets out how we hold and process data we hold about you. We process personal information about our tenants and prospective tenants to enable us to provide residential accommodation which includes lettings; dealing with applications for tenancies; checking suitability for tenancies (including credit immigration and similar checks); property management; rent collection, maintaining our accounts and records; and administering tenancy.

Relevant information may include personal details, employment and education details and financial details.

Once legislation is in force, we have to undertake immigration checks on prospective tenants and residents. We are required to retain copies of the documents which we inspect as part of these checks. These may be retained in electronic form.

Sharing data with others

We may need to share personal information we process with others. Where this is necessary we are required to comply with data protection legislation.

Depending on the circumstances we may share information with other landlords; employers; educational institutions; universities and colleges; suppliers (including utilities) and service providers; financial organisations (including banks); credit and tenant reference agencies; debt collection and tracing agencies; public and government bodies (including those who administer benefits and Council Tax); contractors and repairers; letting and managing agents; and any future owner of the property.

This does not mean that we necessarily share information with all of the above but we may do so where it is necessary.

Council Tax and utilities/services

In order to ensure that Council Tax and Utilities and Service Bills including water charges are correctly collected we share information with the relevant local authority and utility/service providers. We also share this information to ensure that bills are directed to the correct person and charges and debts can be collected. By law, in certain areas information about who occupies a property has to be passed to water companies. In all other areas although this is voluntary we may pass over this information to water companies.

Why we use your personal information

Personal information which you supply to us may be used in a number of ways, for example to make decisions whether to let the property to you; for fraud prevention; for accounting and auditing purposes, for property management or for debt collection.

Right to obtain information

You have the right to request a copy of the information that we hold about you. We may make a small charge for this service. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information if this is inaccurate. To request this information please write to us or email us.

DRAFT
DO NOT FILL
OR SIGN