

ASSURED SHORTHOLD TENANCY AGREEMENT

Dated	
The Property (hereinafter called 'the Property')	Northgate Property Management Limited Danesgate House, Grantham Street Lincoln LN2 1BA
The Designated Room (For sole occupancy)	Danesgate House, Grantham Street, Lincoln LN2 1BA
The Shared Parts	Kitchen, Bathroom, Corridors, Stairs, Lifts, Computer Room, Television Room/Games Room, Bar, Laundry Room, Bike Store
The Landlord (hereinafter called 'the Landlord')	Northgate Property Management Limited of Danesgate House, Grantham Street, Lincoln LN2 1BA (and where the context admits the person(s) for the time being entitled in Reversion on the tenancy) <i>This is the landlord's address for service of notice until the Tenant is notified of a different address in England and Wales</i>
The Student	A person enrolled at a further education institution
The Student (hereinafter called 'the Tenant')	
The Guarantor (hereinafter called 'the Guarantor')	
The Term	The period of 44 weeks from 7 th September 2012 to 12 th July 2013
The Rent	£57.50 per week payable in advance as follows: Option 1: £2530 less 5% discount if paid in September 2012 Option 2: £1265.00 on 24 th September 2012 and on 7 th January 2013, Option 3: £843.33 on 24 th September 2012, 7 th January 2013 and 8 th April 2012 Option 4: 9 monthly payments of £281.11 on the 15 th day of the month commencing on 15 th September 2012 by way of Standing order into the landlord's bank, details of which have been provided to the tenant.
The Deposit	The deposit of £150.00 less the administration fee leaving £140.00 is to be held as security by the landlord, as a deposit for any loss or damage caused by the breach of any of the Tenant's obligations under this agreement.
The Inventory	Being the list of the landlords possessions at the property, and details of condition which has been signed by the landlord and the Tenant, a copy of which is annexed hereto

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Designated Room, with the right to share the use of the shared areas with such other persons as the landlord grants or has granted the right to use those shared areas is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

This Agreement is intended to create an assured shorthold tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possessions by the landlord in that Act apply accordingly. The Tenant understands that the landlord will be entitled to recover possession of the property at the end of the Term.

(Under this agreement the Tenant will have exclusive occupation of his Designated Room and will share with other occupiers of the Property the use of the Shared Parts of the Property)

1. The Tenant's obligations:

- 1.1 To pay the Rent at the times and in the manner aforesaid.
- 1.2 To keep the items on the inventory and the interior of the Designated Room and shared parts in a good and clean state and condition and not damage or injure the Property or the items on the inventory (fair wear and tear excepted)
- 1.2.1 Not damage or interfere with any fire protection equipment in the building.
- 1.2.2 Not remove any furniture from the room, flat or building
- 1.2.3 Not to alter or change or install any locks on any doors or windows in the room or the flat or have any additional keys made for any locks without the prior written consent of the Landlord. If any such additional keys are made deliver the same up to the Landlord together with all original keys at the expiration or sooner determination of the tenancy
- 1.2.4 To pay the amount of all charges for a television licence for the use of any television at the Property during the tenancy or a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy.
- 1.2.5 To provide the Landlord on request evidence of the Tenant's status as a student
- 1.3 To yield up the designated room and shared parts and the items on the inventory (if any) at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and the items on the inventory or for any damage covered by and recoverable under the insurance policy effected by the landlord under clause 2.2)
- 1.4 Not make any alterations or additions to the Property without the landlord's prior written consent (consent not to be withheld unreasonably) do any redecoration or painting of the Property
- 1.5 Not do anything on or at the Property which:
 - 1.5.1 May be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
 - 1.5.2 Is illegal or immoral
 - 1.5.3 May in any way affect the validity of the insurance of the Property and the items listed on the inventory or cause an increase in the premium payable by the landlord.
- 1.6 Not allow or keep any pet or any kind of animal, fuel, noxious or explosive substances or gas, gas heater, cooker or other naked flame device (including candles), illegal drugs or substances at the Property
- 1.7 Not use or occupy the Property in any way whatsoever other than as a private residence
- 1.8 Not to assign, sublet, charge or part with or share possession or occupation of the Property (but see clause 4.1 below).

- 1.9 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs
- 1.10 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement.
- 1.11 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money lawfully due from the Tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment
- 1.12 Provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.

2. The Landlords obligations

- 2.1 The Landlord agrees that the Tenant may live in the designed room and shared parts without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord
- 2.2 To insure the Property and the items listed on the inventory and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant if requested
- 2.3 To keep in repair:
 - 2.3.1 The structure and exterior of the Property (including drains, gutters and external pipes)
 - 2.3.2 The installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (including basins, sinks, and sanitary conveniences)
 - 2.3.3 The installations at the Property for space heating and heating water
- 2.4 But the Landlord will not be required to:
 - 2.4.1 Carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant like manner
 - 2.4.2 Reinstate the Property in the case of damage or destruction if the insurers refuse to payout the insurance money due to anything the Tenant has done or failed to do
 - 2.4.3 Rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance affected by the landlord
- 2.5 If the property is a flat or maisonette within a larger building then the Landlord will be under similar obligations for the rest of the building but only in so far as any disrepair will affect the Tenants enjoyment of the Property and in so far as the landlord is legally entitled to enter the relevant part of the larger building and carry out the required works or repair

3. Guarantor

If there is a Guarantor, he guarantees that the Tenant will keep his obligations in this agreement. The Guarantor agrees to pay on demand to the Landlord any money lawfully due to the Landlord by the Tenants
4. Ending this Agreement
 - 4.1 The tenant cannot normally end this agreement before the end of the term. However, after the first three months of the Term, if the Tenant can find a suitable alternative tenant, and provide this alternative tenant is acceptable to the Landlord (The Landlord's approval not to be unreasonable withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the landlord. On the expiry of such notice, provided that the Tenant pays to the landlord the reasonable expenses reasonably incurred by the landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end
 - 4.2 If at any time
 - 4.3 Any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or
 - 4.3.2 There is a breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or
 - 4.3.3 Any of the grounds set out as Grounds 2,8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply

The Landlord may recover possession of the property and his Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement.
5. The Deposit
 - 5.1 The Deposit will be held by the Landlord and will be refunded to the Tenant no more than 6 week after the Term has ended. At the forwarding address provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs of any repairs required as a result of any breaches of his obligations in this Agreement by the Tenant. No interest will be payable to the Tenant in respect of the deposit money.
 - 5.2 If at any time during the Term the Landlord is obliged to deduct from the deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the deposit
6. Other Provisions
 - 6.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord and Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
 - 6.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency)
 - 6.3 Any notices or other documents shall be deemed served on the Tenant during the tenancy by either being left at the property or by being sent to the Tenant at the property by first class post. Notices shall be deemed served the day after being left at the property or the day after posting.
 - 6.4 Any person other than the Tenant who pays all or part of the rent due under this Agreement to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry
 - 6.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 1.13 of this Agreement) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landlord or if the Landlord has been unable to trace the Tenant by taking reasonable steps to do so. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any) and the Tenant shall remain liable for any balance. Any net proceeds of sale will be dealt with in the same way as the Deposit as set out in clauses 5.2 above.
 - 6.6 In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant)
 - 6.7 Where the context so admits:
 - 6.7.1 The Landlord includes the persons from time to time entitled to receive the rent
 - 6.7.2 The Tenant includes any person deriving title under the Tenant
 - 6.7.3 The Property includes any part or parts of the property and all of the Landlord's fixtures and fittings at or upon the property
 - 6.7.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement , not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
 - 6.7.5 All references to 'he' 'him' and 'his' shall be taken to include 'she' 'her' and 'hers'

Signed and Executed as a Deed by the following parties:

Landlord	Tenant	Guarantor
Northgate Property Management Ltd	_____	_____
Danesgate House, Grantham Street	_____	_____
Lincoln LN2 1BA	_____	_____

Landlord's Name	Tenant's Name	Guarantor's Name
Northgate Property Management Ltd	_____	_____

Landlord's Signature	Tenant's Signature	Guarantor's Signature
_____	_____	_____

Dated	Dated	Dated
_____	_____	_____