

## ASSURED SHORTHOLD TENANCY AGREEMENT

### Academic Year 2019 - 2020

This tenancy agreement incorporates Student Roost's Cancellation Policy, which is available to view and download at [www.studentroost.co.uk](http://www.studentroost.co.uk)

#### 1 Definitions and interpretation

1.1 In this tenancy agreement the following words shall have the meanings given to them in this clause:

**Guarantor** The person standing as guarantor for the performance of the Tenant's obligations in the tenancy agreement

**Landlord** PBSA Corfe House (UK) Ltd (Company Number 10588163) Pitwines Close, Poole, Dorset, BH15 1ED

**Tenant:** Miss Jane Doe

**Accommodation** Ensuite Premium  
(or such other Accommodation owned by the Landlord as the Tenant may occupy from time to time).

**Building** Corfe House  
The word "Building" includes the Accommodation as well as areas for shared use.

**Cluster Flat** A flat within the Building, or a house, comprising individual bedrooms; and a kitchen, bathroom, living area and access ways for the shared use by the occupiers of the bedrooms. "The Cluster Flat" is the Cluster Flat (or house) where the Accommodation is situated.

**Common Parts** All structural and exterior elements of the Building, all conducting media serving the Building and any other parts of the Building other than study bedrooms and studios. Common Parts includes any cycle and bin stores, communal gardens, landscaped areas and parking areas serving the Building, those parts of the Landlord's property which are necessary for the purpose of gaining access to the Accommodation, and those parts of a Cluster Flat which are intended for the joint use of all the occupants.

**Contents** Fixtures, fittings, furniture, furnishings, equipment and other items provided by the Landlord for the Tenant's use (whether in the Accommodation or elsewhere in the Building).

**Deposit** £250.00

**Fees** The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with this tenancy agreement.

**Inventory** The inventory provided by the Landlord to the Tenant.

**Rent** £7,110.99 for the Tenancy Period (equivalent to £142.22 per week).



follows the word “including” is not an exhaustive list.

## **2 Guarantor**

2.1 The Tenant will within 5 working days of submitting their signed tenancy agreement to the Landlord procure that the Guarantor provides a signed guarantee in the Landlord's standard form.

2.2 The Landlord may, in its reasonable discretion, waive the requirement for the Tenant to procure a Guarantor.

2.3 The Landlord is entitled to insist on a replacement guarantor if the Guarantor is at any time neither in full-time employment nor a home-owner.

2.4 If the Tenant does not provide the signed guarantee within 5 working days of submitting their signed tenancy agreement the Landlord may advertise the Accommodation as available to let. If the Accommodation is then booked by someone else, this tenancy agreement will end when that person provides their Guarantor. Until the Accommodation is booked and guaranteed by someone else, the Tenant will remain liable for the Rent and Fees due under this tenancy agreement.

## **3 Agreement to Grant and to Take a Tenancy**

3.1 The Landlord agrees to grant and the Tenant agrees to take a tenancy of the Accommodation. This tenancy agreement incorporates all additional terms and conditions applicable to the Accommodation and/or the Building as set out on the Landlord's website.

3.2 Where a person has been provided with a copy of this tenancy agreement but does not sign it and subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy by the act of collecting keys for the Accommodation, on the same standard terms and conditions as are set out in this tenancy agreement.

## **4 Tenant's Obligations**

4.1 To pay the Rent in advance in accordance with the payment plan chosen by the Tenant during the booking process.

4.2 To pay the Landlord's reasonably incurred costs in enforcing the Tenant's obligations in this tenancy agreement and the proper cost of making good any loss or damage arising from the Tenant's breach of them (including where reasonably necessary all reasonable legal costs, judgment enforcement costs and debt collection costs)

4.3 Where damage or loss occurs within the Building or a Cluster Flat and it is not possible for the Landlord (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss PROVIDED THAT:

4.3.1 the Landlord shall not charge tenants under this clause where it is apparent that the loss or damage was not caused by a resident or invited visitor; and

4.3.2 damage occurring within a Cluster Flat will be charged to the people living in the Cluster Flat.

4.4 4.4.1 Unless it is the local authority's policy not to issue them, to hold a current Council Tax exemption certificate and produce it to the Landlord within 7 days of the Landlord's request; and

4.4.2 To reimburse the Landlord for any Council Tax charged on the Accommodation (and a fair proportion of any Council Tax charged on the Building or a Cluster Flat) as a result of the Tenant's failure to comply with clause 4.4.1 or as a result of the Tenant not having exempt status for Council Tax purposes.

4.5 Tenant is responsible for obtaining and paying for a television licence for the Accommodation.

4.6 To keep the Accommodation and Contents in a clean and tidy condition. Where the Accommodation is in a Cluster Flat, to keep (jointly with other occupiers) the Common Parts in the Cluster Flat and their Contents in a clean and tidy condition. Not to do anything which makes the Common Parts dirty or untidy or which damages them. The Landlord may carry out inspections to ensure compliance with this clause, but will usually give 24 hours' notice before entering the Accommodation. If there is evidence of serious non-compliance, the Landlord may serve a notice on the Tenant (and any other occupiers) requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord may have the work carried out and re-charge the cost (or a fair proportion of the cost where the work concerned is the responsibility of several occupiers) to the Tenant. In addition to the cost of the work, the Landlord may charge an administration fee equivalent to 10% of the cost of the work, to cover the cost of the Landlord having to arrange the work and carry out the re-inspection. The Tenant shall pay these charges within 14 days of the Landlord's invoice for them and shall be liable to pay interest on any late payments. A list of damage and cleaning charges is available from the Landlord on request.

4.7 Not to install any telephone, satellite, cable or similar telecommunications services to the Accommodation, nor affix anything (including aerials, cables or satellite dishes, posters, notices and pictures) to the exterior or any part of the Building.

4.8 To check the Inventory and report any discrepancy to the Landlord within 3 working days of the Tenant starting to occupy the Accommodation.

4.9 4.9.1 Not to remove any of the Contents from the Accommodation or the Common Parts to which they are allocated;

4.9.2 To use the Contents carefully and not damage them;

4.9.3 To pay the Landlord for repair or replacement of any lost or damaged Contents (unless caused by fair wear and tear or recovered on the Landlord's insurance). A list of damage and cleaning charges is available from the Landlord on request; and

4.9.4 To leave the Contents in their approximate original positions at the end of the Tenancy Period.

4.10 4.10.1 Not to remove anything which is attached to any part of the Building;

4.10.2 Not in any way to change, damage, re-decorate or attempt to repair any part of the Building or the Contents;

4.11 Not to do anything which may cause damage to the electrical installation or equipment in any part of the Building.

4.12 Not to put anything harmful in or do anything likely to block the drains or pipes serving the Building and to take reasonable precautions to prevent pipes from freezing in the Accommodation. If the Accommodation is in a Cluster Flat, this is a joint obligation with other occupiers of the Cluster Flat.

4.13 Promptly to report to the Landlord any failure of the Services and any damage to the Contents, or the Building, or any part of it.

4.14 Not to bring any large electrical appliance into the Building without the Landlord's prior consent and not to bring any room heating or cooking appliances into the Building under any circumstances.

4.15 Not to obstruct corridors or fire escapes or do anything which may be a fire risk or in any other way put the health and safety or security of others or the Landlord's or other people's property at risk.

4.16 Not to possess or use in or near the Building weapons, replica weapons, BB guns, airguns, firearms (whether or not they are licensed) or everyday items that are being used as weapons. Breach of this clause will be a serious breach of this tenancy agreement and may lead to termination of the tenancy.

4.17 In this clause and clause 4.30.5 'keys' includes all types of device for securing or gaining entry to the Building or any part of it:

4.17.1 Not to make any duplicate keys or change any locks at the Building.

4.17.2 If the Tenant chooses to move out of the Accommodation before expiry of the Tenancy Period, the tenancy will continue unless and until it is terminated in accordance with clause 8.1. Returning the keys to the Landlord will not in itself be sufficient to end the tenancy;

4.17.3 If at the end of the tenancy the Tenant does not return all keys to the Landlord, the Landlord may change the locks and charge the Tenant the proper and reasonable cost of doing so.

4.18 Not to allow anyone else to live at the Accommodation. If the Tenant does not comply with this clause, the Landlord may terminate this tenancy agreement in accordance with clause 7 and take steps to evict the Tenant and/or any person who lives in the Accommodation unlawfully.

4.19 Not to assign or sublet the Accommodation (or any part of it) or share occupation of the Accommodation (or any part of it) under any circumstances. This includes renting out the Accommodation (or any part of it) on Airbnb or any similar online letting sites or through a letting agent.

4.20 To be responsible for all the Tenant's invited visitors to the Building and to reimburse the Landlord for any damage or loss which the Tenant's visitors cause at the Building.

4.21 To notify the Landlord if the Accommodation will be left unoccupied for more than one month.

4.22 To only use the Accommodation as follows:

4.22.1 Where the Accommodation is in a Cluster Flat, to use the Accommodation only as a study bedroom for single residential occupancy;

4.22.2 Where the Accommodation is a Studio, to use the Accommodation as a private residence only.

4.23 Not to bring any animal (including reptiles, fish, insects and birds) into the Building unless it is a trained assistance animal for a person who has a disability.

4.24 Not to cause any nuisance, offence, disruption, harassment annoyance or persistent disturbance to others. Persistent breach of this clause may result in termination of this tenancy agreement (see clause 7).

4.25 Not to make any noise which is audible from outside the Accommodation and not to make a noise in the Common Parts or outside the Building if it is likely to annoy others. Persistent breach of this clause, particularly where it occurs between 11.00pm and 8.00am is likely to be anti-social behaviour which may result in termination of this tenancy agreement and/or enforcement action by the local authority.

4.26 Not to cause any obstruction in any access way serving the Building or the Accommodation or neighbouring property.

4.27 Not to possess, use, supply or deal in stolen goods, controlled drugs or "legal highs". Breach of this clause will always be treated as a serious breach of this tenancy agreement if it happens in the Building or the surrounding area and may result in termination of the tenancy.

4.28 Not to smoke (including using "e-cigarettes" or pipes of any kind) in the Accommodation or in any other part of the Building. Smoking is permitted in the grounds of the Building only in designated areas (if any – not all buildings will have these areas).

4.29 To allow the Landlord, and any workers acting on its behalf, access to the Accommodation (and, where applicable, the Cluster Flat) at all reasonable times during the day for the purposes of viewing, inspection, maintenance and repair. The Landlord will normally give at least 24 hours' notice if access to the Accommodation is required, but will be entitled to have immediate access in an emergency.

4.30 At the end of the Tenancy Period:

4.30.1 To clean the Accommodation;

4.30.2 To leave the Accommodation, cleared of all the Tenant's possessions and any rubbish;

4.30.3 To make sure all Contents in the Accommodation are in the condition as described in the Inventory and left in their original positions;

4.30.4 To hand back the Accommodation to the Landlord in a good re-lettable condition;

4.30.5 To return to the Landlord all keys by 12 noon on the last day of the tenancy;

4.30.6 If the Accommodation is in a Cluster Flat, jointly with other occupiers to clean

the Common Parts of the Cluster Flat, clear them of all personal belongings and rubbish, make sure Contents in the Common Parts are as described in the Inventory, in their original positions, and leave them in good re-lettable condition.

4.31 Not to light candles, joss-sticks, Shisha pipes or any portable gas or oil burning fires in any part of the Building.

4.32 Not to keep, store or use deep fat fryers/chip pans.

4.33 To notify the Landlord promptly if a pest infestation is found in the Accommodation or in any of the Common Parts and to pay (within 14 days of the Landlord's invoice) the cost of cleaning the Accommodation (or a share of the cost of cleaning the Common Parts), removal and treatment by a specialised contractor, and replacement or repair of any furnishings damaged or contaminated by the infestation.

4.34 Not to run a business or carry out any profession or trade of any kind from the Accommodation or any other part of the Building.

4.35 Not to cause, or allow 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 (but are not limited to) not properly disposing of rubbish and inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, 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, or socio-economic status.

## **5 Landlord's obligations**

5.1 To provide the Services (subject to the Tenant paying any Fees payable for them).To provide the Services (subject to the Tenant paying any Fees payable for them).

5.2 Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary.

5.3 The Tenant agrees to pay the Landlord the Deposit as security for the performance of the Tenant's obligations under the tenancy agreement. The Landlord will protect the Deposit in an approved tenancy deposit scheme. Confirmation that the Deposit has been protected will be sent to the Tenant within the required timescale. Subject to clause 6, the Deposit, or the relevant amount of the Deposit, will be returned to the Tenant following the end of the Tenancy Period. Where the Tenant requests the Deposit (or balance of it) be sent to an overseas bank account the Landlord shall be entitled to deduct the cost of the banking fee and transfer fee incurred by the Landlord from the deposit payment. If the Tenant has entered this tenancy agreement as a second or subsequent tenancy and the Landlord has agreed to roll over the deposit, the Tenant agrees that the Landlord may retain the deposit relating to the Tenant's current tenancy at the end of that tenancy and held as a booking deposit for the Tenant's booking for the forthcoming academic year. The reservation fee will become the new deposit at the start of the new tenancy and re-protected with the Landlord's chosen Tenancy Deposit Protection Scheme.

## 6 Other conditions

6.1 Subject to the rules of the authorised tenancy deposit protection scheme, the Landlord shall be entitled to use the Deposit (or a proper proportion of it) or invoice the Tenant for:

6.1.1 Any damage, or compensation for damage, to the Accommodation and a share of any damage or compensation for damage to the Common Parts and their respective Contents for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the start of the Tenancy Period, damage by insured risks and repairs that are the responsibility of the Landlord.

6.1.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying, any major breach by the Tenant of the Tenant's obligations in this tenancy agreement, including those relating to the cleaning of the Accommodation and the Common Parts and their respective Contents.

6.1.3 Any unpaid accounts for utilities or other similar services or Council Tax incurred at the Accommodation for which the Tenant is liable.

6.1.4 Any Rent, Fees or other money due or payable by the Tenant under this tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

6.1.5 Any loss arising as a result of any breach by the Tenant of their obligations in this tenancy agreement (including any non-payment of any sum which the Tenant should have paid and the Landlord's proper and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers)

6.2 The Tenant and the Guarantor hereby authorise the Landlord to use their personal data for all lawful purposes in connection with this tenancy agreement (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to the Tenant or to others at the Building or to the Landlord's or other people's property). The Landlord may share information about the Tenant with the Tenant's educational institution and/or with the Guarantor where it is reasonable and appropriate to do so. Sharing of information will usually only occur where there is a cause for concern regarding student care, welfare or behaviour or material breaches of the Tenant's obligations in this tenancy agreement. For the avoidance of doubt the Tenant hereby authorises the Landlord to share the Tenant's sensitive personal data with the Tenant's educational institution and/or with the Guarantor for all reasonable purposes connected with the tenancy and authorises the Tenant's educational institution to provide the Landlord with the Tenant's home and/or forwarding address.

6.3 The Landlord's liability for loss or damage to person or property is excluded unless the loss or damage is caused by (respectively) the Landlord's negligence, breach of statutory duty or breach of obligation in this tenancy agreement (which includes the acts or omissions of (respectively) the Landlord's employees).

6.4 The Landlord is not liable to repair any damage caused by the Tenant (or their visitor) unless and until the cost is met by insurance or by the Tenant (any excess on the policy being payable by the Tenant) or unless and until the Landlord has a statutory obligation to do so. If the Landlord has a statutory obligation to repair the



Landlord may nevertheless claim the cost of doing so from the Tenant where it was the Tenant who caused the need for repair. If the Landlord (acting reasonably and after proper investigation) is persuaded that the Tenant (or their visitor) caused damage deliberately or recklessly, the Landlord may claim the cost of repair from the Tenant instead of claiming against insurance.

#### 6.5 Items belonging to students:

6.5.1 The Landlord is entitled to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk or which (in the Landlord's reasonable opinion) is likely to cause damage to the Building but (unless perishable) will if requested return it to the Tenant on the termination of the tenancy (proper and reasonable removal and storage costs being payable by the Tenant).

6.5.2 The Landlord will not be an involuntary bailee. This means that the Landlord is entitled to remove any item left at the Building by the Tenant at the end of the Tenancy Period. The Landlord shall have no responsibility to take care of any item the Tenant leaves at the Building when the tenancy ends or return it to the Tenant.

6.6 The parties to this tenancy agreement are the Tenant and the Landlord. It is not intended that this tenancy agreement confers any benefit to anyone who is not a party to it other than the Landlord.

#### 7 Termination of this tenancy agreement by the Landlord

7.1 The Landlord may terminate this tenancy agreement at any time before the first day of the Tenancy Period if the Tenant is not able to start or continue their course of study at their chosen university or college. The Tenant must notify the Landlord within 3 working days of becoming aware that s/he will not be able to start or continue his/her course.

7.2 The Landlord may terminate this tenancy agreement at any time before the Tenant takes occupation if the Tenant has not paid the Deposit and provided the Guarantor's signed agreement within 5 days of the Tenancy Period start date. Where the Tenant has opted to pay rent for the full tenancy in advance, payment falls as specified in the payment schedule.

7.3 Unless the Tenant has made arrangements with the Landlord for late arrival the Landlord shall be entitled to terminate this tenancy agreement at any time before the Tenant takes occupation, without notice to the Tenant, if the Tenant has not taken up residence within 14 days of the start of the Tenancy Period but the Tenant will be liable for the Rent up to and including the date of termination.

7.4 The Landlord shall be entitled to terminate the tenancy and apply to court for possession of the Accommodation if any of the Grounds numbered 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17 in Schedule 2 of the Housing Act 1988 exists or arises. This will not release the Tenant from any liabilities the Tenant has already incurred. (The grounds can be seen in detail at [www.legislation.gov.uk](http://www.legislation.gov.uk)).

7.5 If the Tenant wishes to cancel this tenancy agreement once the tenancy has started, the Tenant will be liable for the Rent and booking fee (if applicable) for the full Tenancy Period or, if shorter, for the period until a replacement tenant takes over responsibility for payment. On commencement of the replacement tenancy the Landlord will release the Tenant from this tenancy agreement.

7.6 The Landlord reserves the right to relocate the Tenant to comparable alternative accommodation during the Tenancy Period where it is reasonable to

do so but, unless the relocation is at the Tenant's request or because the Tenant is in serious or persistent breach of one or more of their obligations in this tenancy agreement, the Tenant will have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 7.5) as an alternative to relocating.

7.7 If the Landlord relocates the Tenant at the Tenant's request or because the Tenant is in serious or persistent breach of one or more of their obligations in this tenancy agreement:

7.7.1 the Tenant will surrender their tenancy of the Accommodation on the day they leave it and on the same day take a tenancy of the new accommodation for the remainder of the Tenancy Period;

7.7.2 the tenancy of the new accommodation will be on the terms of this Tenancy agreement, except for the description of the Accommodation (which may be amended by a memorandum signed by both parties);

7.7.3 the Tenant and their Guarantor will be liable to pay the higher rent, from the date The Tenant is given access to the more expensive accommodation, if the Tenant requests a move to more expensive accommodation.

7.8 If the Accommodation is not immediately available for occupation at the start of the Tenancy Period, the Landlord may provide either:

7.8.1 temporary alternative accommodation (if the problem is likely to be resolved in the short term); or

7.8.2 permanent alternative accommodation (if the problem is unlikely to be resolved in the first 4 weeks of the Tenancy Period).

7.9 Temporary alternative accommodation may be in a hotel, hostel, guest house or similar and the Tenant will accept the substitute for a period of 4 weeks without alteration to the Rent. If the Accommodation is still not available for occupation 4 weeks after the start of the Tenancy Period, the Landlord will either:

7.9.1 offer the Tenant permanent alternative accommodation; or

7.9.2 continue to provide temporary alternative accommodation PROVIDED THAT the Tenant shall have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 7.5), if they do not wish to continue living in temporary alternative accommodation.

7.10 Permanent alternative accommodation will be in a house, flat, studio or hall of residence of a similar standard to the Accommodation (or better) without alteration to the Rent. The Tenant will accept the permanent alternative if it has similar levels of amenity and is not more than 1 Km further from their place of study than the Accommodation.

7.11 If the Accommodation is not available for occupation at the start of the Tenancy Period and the Landlord (despite reasonable endeavours) is not able

to provide alternative accommodation, the Tenant is entitled to a refund of all pre- payments s/he has made to the Landlord and shall have no further liability under this tenancy agreement.

## **8 Termination of this tenancy agreement by the Tenant**

8.1 The Tenant may terminate this tenancy agreement only in accordance with Student Roost's Cancellation Policy which is fully incorporated into this tenancy agreement and is available at [www.studentroost.co.uk](http://www.studentroost.co.uk)

## **9 Notices**

9.1 As required by section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that Tenant may services notices (including notices in proceedings) on the Landlord at the following address:

Charles House  
8<sup>th</sup> Floor  
148 Great Charles Street  
Birmingham B3 3HT

Digitally Signed by the Tenant with  
Username and password:

On Date:

Digitally Signed on Behalf of the Landlord  
:

On Date: