

AGREEMENT

for letting furnished dwellinghouse on an assured shorthold tenancy
under Part 1 of the Housing Act 1988

DATE 1 November 2019

PARTIES
1. The Landlord: **THE HOUSE ACADEMY**
2. The Tenant: **Name1, Name2, Name3,**
Name4, Name5, Name6

PROPERTY *The dwellinghouse situated at and being xx Welbeck Avenue, Southampton SO17 1SU together with the fixtures, furniture and effects therein and more particularly specified in the Inventory thereof to be signed by the parties*

TERM *A term certain from 1 July 2020 to 25 June 2021*

RENT *Twelve equal payments of £2430 (two thousand four hundred and thirty pounds) for the period of the term certain as stated above. First payment of £2430 to be made on signing the tenancy agreement then eleven equal payments of £2430 to be collected by Direct Debit from one or more United Kingdom bank accounts with the following due dates: 1 July 2020; 1 August 2020; 1 September 2020; 1 October 2020; 1 November 2020; 1 December 2020; 1 January 2021; 1 February 2021; 1 March 2021; 1 April 2021; 1 May 2021*

DEPOSIT *£nil There is no deposit for this tenancy*

FEES *£nil There are no fees payable by the Tenant on signing the Agreement*

1. The Landlord lets and the Tenant takes the property for the Term at the Rent payable as above
2. This Agreement is intended to create an assured shorthold tenancy as defined in section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) and consistent with the Housing Act 2004 the provisions for the recovery of possession by the Landlord in section 21 of the Housing Act 1988 (as amended by the Housing Act 1996) apply accordingly
3. Where the context admits:-
 - a) 'The Landlord' includes the persons for the time being entitled in reversion expectant on the tenancy
 - b) 'The Tenant' includes the persons deriving title under the Tenant
 - c) References to the Property include references to any part or parts of the Property and to the Fixtures, Furniture and Effects or any of them
4. The Tenant will:-
 - a) Pay the Rent at the times and in the manner specified
 - b) Within fourteen days of this Agreement provide the Landlord or Agent with a signed Direct Debit mandate from a United Kingdom bank account from which the Landlord or Agent can collect the Rent as specified above on or shortly after the due date
 - c) Not cancel the said Direct Debit mandate until all Rent due under this Agreement has been collected by the Landlord or Agent
 - d) Return to the Landlord or Agent signed Parental Guarantee Forms within fourteen days of the date of this Agreement.
 - e) Agree that should the Parental Guarantee Forms specified in 4(d) not be returned then the Landlord may write to the Tenant before the commencement of the Term and declare this Agreement to be void
 - f) Pay for all gas and electric light and power which shall be consumed or supplied on or to the property during the tenancy and the amount of all charges for the use of the telephone (if any) on 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 and pay the water/sewerage rate
 - g) Not damage or injure the Property or make any alteration in or addition to it
 - h) Agree that prior to signing this Agreement the Tenant has received by email (i) the current copy of the Government's 'How to Rent' Guide (ii) a current Gas Safety Certificate for the Property (iii) a current Energy Performance Certificate (EPC) for the Property
5. The Tenant will also:-
 - a) Not access or attempt to gain access to any external roof area of the Property
 - b) Agree that in the event of any contravention of 5(a) by the Tenant to pay to the Landlord the sum of not less than eight hundred pounds towards the costs of inspection by a professionally qualified person of any potential damage to the roof areas of the Property
 - c) Preserve the Fixtures, Furniture and Effects from being destroyed or damaged and not remove any of them from the Property. Permission shall be required for any form of wall fixings or erection of shelves
 - d) Having been provided with all mattresses at the Property in a clean and completely unstained condition at the commencement of the tenancy, pay an amount not exceeding seventy five pounds for each and every mattress found to be dirty or in any way stained at the end of the tenancy, the Tenant is therefore advised to use waterproof mattress protectors on all mattresses during the tenancy
 - e) Yield up the Property at the end of the tenancy in the same clean state and condition as it was at the beginning of the period of occupation
 - f) Agree that should 5(e) be contravened by the Tenant then the Landlord or Agent may employ professional cleaners to clean the Property at the Tenant's expense
 - g) Pay for the repair of or replace all such items of the Fixtures, Furniture and Effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and damage by fire excepted)
 - h) Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the period of occupation
 - i) Not allow any other person to have possession of the keys of the property except with the previous written consent of the Landlord. If any of the keys to the Property which are in the possession of the Tenant are lost the Landlord will replace the lock(s) concerned and all associated keys with those of an equivalent standard of security at the Tenant's expense
 - j) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter the Property to view the state and condition thereof, after giving notice to the Tenant on the previous day or earlier
 - k) Not sub-let or part with possession of the Property without the previous written consent of the Landlord
 - l) Not carry on on the Property any profession, trade or business or let apartments or receive paying guests on the Property or place any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence

- m) Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise, or increase the ordinary premium for such insurance
 - n) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime within the last eight months of the tenancy to enter and view the Property with prospective tenants, after The Landlord has given notice to The Tenant on the previous day or earlier
 - o) Register for the Council Tax and ensure that either student exemption rules are not broken or the Tax is paid
 - p) Agree that the covenants obligations of the Tenant, where more than one, shall be joint and several
 - q) Not keep animals on the Property
 - r) Not use candles or any naked flame on the Property except for matches used for lighting any gas cooker
 - s) Not allow the smoking of tobacco, tobacco products or other prohibited drugs on the Property
 - t) Agree that should 5(s) be contravened the Tenant will pay to the Landlord the sum of not less than eight hundred pounds towards the costs of any damage to the Property, Fixtures or Fittings caused by that contravention and also reimburse the Landlord for any fines the Landlord is required to pay by the Local Authority in respect of the contravention of any non-smoking law applicable to the Property at the time
 - u) Not allow the use of any portable heating device on the Property except with the prior written consent of the Landlord
 - v) Ensure that no more than ten visitors are allowed on to the Property at any one time
 - w) Be responsible for insurance premiums relating to the insurance of the Tenant's own possessions for which the Tenant is responsible
 - x) Ensure that the thermostat for the heating system be left on or above 10 Celsius during all periods of absence of more than 24 hours during the period 1 October to 30 April. Any failure to do so which results in pipes bursting will be the Tenant's full responsibility
 - y) Ensure that non-perishable items such as sanitary towels are disposed of via the refuse collection. Any blocked drains caused by the disposal of non-perishable items will be the Tenant's responsibility and the Tenant will be charged directly by a recognised plumbing/drainage company
 - z) Not use blu-tac or similar substances in the property (a maximum of twenty drawing pins per room may be used to fix posters or other items to the walls but not into the woodwork)
6. Provided that if the Rent or any instalment or part thereof shall be in arrears for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there be a breach of any of the agreements by the Tenant, the Landlord may re-enter on the Property (subject always to any statutory restrictions on his power to do so) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord
7. The Landlord agrees with the Tenant as follows:-
- a) To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (but not including the Council Tax and not including Water/Sewerage Rate and not including charges for the supply of gas or electricity or the use of any telephone or television)
 - b) That the Tenant paying the Rent and performing the Agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord
 - c) To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire or other insured risk the amount in case of dispute to be settled by arbitration
8. This agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED BY

WITNESSED BY

for THE HOUSE ACADEMY (The Landlord)
of 50A Blenheim Avenue, Southampton SO17 1DU Tel: 07800 660953

Name1

Name2

Name3

Name4

Name5

Name6

(The Tenant)