

AGREEMENT

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

DATE _____

PARTIES 1. THE Landlord Chabad Lubavitch of Bournemouth of 20 Lansdowne Road, Bournemouth, BH1 1SD
2. THE Tenant

1. _____ (Mobile No.: _____)
(Full name of lead Tenant)

2. _____ (Mobile No.: _____)

BY THIS AGREEMENT the Landlord lets and the Tenant takes all of the building known as **Flat 3, 20 Lansdowne Road , Bournemouth, Dorset.** (hereinafter referred to as 'the Property') together with the Fixtures, Fittings, Furniture and Effects therein (as more particularly set out in the Inventory annexed hereto and signed by both parties) for a term certain of 12 months.

TERM of 12 months from 1st August 2018 to 31st July 2019.

at **The RENT** of £1,125.00 per calendar month (subject nevertheless as hereinafter provided), which covers only the above named tenants. Additional tenants sharing will be charged at an additional £100 per calendar month.

RETAINER 50% of the rent amount for the month of August.

This is a payment equivalent to half rent during August month only.

Retainer Payments do not confer any rights of occupancy nor do they prevent the Landlord dealing with or otherwise occupying the property. Retainer payments are made only to guarantee to the Tenants the exclusivity to occupy the property on the terms of this Agreement with effect from the 1st September.

THE TENANT agrees to pay the Rent monthly in advance by one or more standing orders in the following instalments: in the sum of £562.50 on the 1st August 2018 and then monthly on the 1st day of each month for the sum of £1,125.00 commencing 1st September 2018 with the last payment due on 1st July 2019.

GUARANTOR – It is a condition of this lease for each named person to provide a working parent, friend or relative, who is a home owner and resides in the UK, to act as guarantor on their behalf. A guarantor form must be submitted to the Landlord within 14 days of signing this lease or the lease can be absolved by the Landlord before commencement date.

The Guarantor guarantees that the Tenant will meet his obligations under this Agreement. During the Tenancy, the Tenant(s) named on this Agreement will pay the rent and meet the conditions of this Agreement. If the Tenant does not meet their responsibilities under this Agreement, the Guarantor will pay the losses lawfully due to the Landlord on demand. The Guarantor will also pay the Landlord's reasonable costs in taking anyone who is involved in this Agreement to court to get a court order for regaining possession of the Property, or compensation for losses the Landlord has suffered under this Agreement. The Guarantee will stay in force as the Tenant continues to live in the Property and until the tenancy has ended.

IF ANY RENT or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within seven days of the day on which it became due the same shall be payable with late fees as per Appendix 1 – Tenancy Charges.

MANAGEMENT FEE of £100 per person will be payable upon signing of this tenancy Agreement. This is not refundable and does not go towards rent or any possible deductions for breakages, cleaning or rent arrears at the end of the tenancy Agreement. If you have been introduced by a letting agent and have paid a higher fee to them, then this fee will not be applicable as it would be included in their fee.

A SECURITY DEPOSIT will be taken from the Tenant for the value £1,125.00 which will be held under the terms of an authorised tenancy Deposit scheme (as per clause 5 of this Agreement) the details of which will be made available to the Tenant by the Landlord within 30 days of the commencement of this lease. Prescribed information will also be found in clause 5.

- such Deposit must not be used or offset by the Tenant in respect of any rent or other moneys due under this Agreement and if such rent or other monies are not paid on the due date and in particular the final month of the rent term then the Landlord will be entitled to charge £200 for such non payment on account of administrative expenses.

1. THE Landlord lets and the Tenants takes the Property for the Term at the Rent payable above.

1.1 The tenancy has been granted exclusively to this Tenant on the terms set out in this document and there is no other term or warranty unless in writing and signed by the Landlord and Tenant.

Initials: Tenant 1 _____, Tenant 2 _____

2. **THIS Agreement** is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 (amended 1996) and the provision for the recovery of possession by the Landlord in Section 21 thereof apply accordingly.

2.1 The obligations of the Tenant and any Guarantors for the Tenant are joint and several, and in this Agreement the masculine shall include the feminine and the singular shall include the plural.

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 hereby covenants:**

(a) to pay the rent at the times and in the manner specified. Payment will be made by a single standing order from a bank account approved by the Landlord into the Landlord's bank account.

(b) to make a full inspection of the premises within the first week of the term of the Tenancy and notify the Landlord in writing of any defects in the premises or in the furniture and equipment. In the absence of such notification the Tenant will be charged for anything that is not considered to be of fair "wear and tear."

(c) to permit the Landlord or the Landlord's agent at reasonable hours in the daytime to enter the Property to view the state and condition thereof.

(d) not to assign, sublet, or otherwise part with possession of the Property in any way without the Landlord's written consent.

(e) not to carry on on the Property any profession, Trade, or business or let apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property for any other purpose than that of a strictly private residence.

(f) to agree that the Landlord can erect a 'To Let' or 'For Sale' sign at his discretion.

(g) not to alter or damage the structure of the premises, nor to attach anything (internally or externally) to it, the walls or doors (including shelves), nor to redecorate without the prior written consent of the Landlord;

(h) upon discovery, to report to the Landlord any damage to or defect in the premises, furniture or equipment.

(i) to keep the interior of the premises, the furniture and equipment in good and clean condition and to return them as the end of the tenancy in the same condition as set out in the inventory save only for wear & tear, failing which to reimburse the Landlord such reasonable cost of any repair or replacement as is notified by the Landlord to the Tenant within one month of the return of the keys or end of the lease, the latter of the two.

(j) 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.

(k) permit the Landlord or his agent at reasonable hours in the daytime to enter the Premises from 15th October with prospective Tenants for the following year. We may enter the property at any reasonable time to conduct viewings. **We will try to give you 24 hours notice (when possible) before doing this, or asking someone to do this on our behalf. You will ensure that the property is presented in a clean & tidy condition for such viewings.**

(l) perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the Tenant's ceasing to be resident in the Property.

(m) not to keep any pets (animals, birds or reptiles) on the premises.

(n) to take all reasonable steps to ensure that no damage is caused to the premises (e.g. during winter as a result of burst pipes), or during any period when the premises are left unoccupied (e.g. by burglary): it is imperative that the central heating system be left on low during any cold periods of an occupation whether the property is occupied or not, and that the windows are locked when leaving the property.

(o) to permit the Landlord or his agents to give notice to the Tenants of all Tenant caused dilapidation's, wants of repair, cleansing, painting, restoration to the interior of the Premises then found and of all such breakage, loss, destruction or damage of or to the Contents, as the Tenant shall be bound to make good within one month from the service of such notice and if the Tenant fails by himself, his servants or agents to execute the said work within the said period the Landlord to enter upon the Premises to execute the said work at the Tenants expense.

- (p) to make arrangements for all post relating to the Tenant to be redirected at the end of the tenancy
- (q) not to alter, change, or install any locks on any door or window on the premises. If any keys have been lost to pay the Landlord or the Landlord's agent on demand any cost incurred in replacing the locks to which the lost keys belong. (The minimum charge for replacing a key is £10.00 and for replacing a lock the minimum charge is £30.00).
- (r) to pay for the washing (including ironing or pressing) of all curtains & net curtains at the end of the tenancy and re-hang them in their appropriate room.
- (s) to pay for the cleaning of the oven, hob and hob extractor at the end of the tenancy by a professional firm.
- (t) to pay for the washing of all carpets by a professional firm. Rental machines are not acceptable.
- (u) to ensure that all rooms in the Premises are kept properly ventilated and free from condensation mould.
- (v) to acquire and keep a valid TV licence throughout the tenancy in respect of the television set in the Property irrespective of the ownership of the set.
- (w) not to allow any rubbish to accumulate either in the garden or in the property. The gardens must be kept tidy from personal belongings. Driveway & paths swept at regular intervals. You must not alter the general appearance of the garden.
- (x) not to make any noise or play any radio, television, hi-fi or any other music system, musical instrument in or about the Premises between the hours of 11 pm and 7 am so as to be audible outside the premises nor permit, cause or suffer the same.
- (y) to be responsible for unblocking or clearing stoppages in any sink basin, toilet, or waste pipe which serves such fixtures if they become blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant, his invited guests or visitors. Unblocking of such drains or pipes will be at the Tenant's expense unless it was due to defective drains or pipes.
- (z) to take care to replace or have replaced as appropriate, light bulbs & fluorescent tubes and batteries for door bells as and when necessary during the tenancy and to ensure that all lights bulbs, fluorescent tubes and door bell batteries are in place and in working order at the end of the tenancy. **PLEASE NOTE: only LED bulbs are permissible replacements in this property.**
- (aa) to the Landlord or his agents, having been given 24 hours notice (except in the case of reported repairs) at reasonable hours in the daytime to enter the premises to view their state and condition of the property and that of the Landlord's contents, to take inspections /inventories and to execute repairs and other necessary works upon the premises or any part of the building of which the premises form part of.
- (ab) not to smoke or permit guests to smoke in the property. If there is evidence that the Tenants have smoked in the house, they will be liable for the costs of dry cleaning all curtains in the property and the costs of taking them down and putting them back up.
- (ac) not to burn incense, tea light or other candles left unattended. If there is evidence that the Tenants have burned incense in the house, they will be liable for the costs of dry cleaning all curtains in the property and the costs of taking them down and putting them back up.
- (ad) any overpayment made due to non cancellation of payments will incur a charge of £25 per item to cover the Landlord's administrative expenses.
- (ae) to be responsible for unblocking or clearing stoppages in any sink basin, toilet, or waste pipe which serves such fixtures if they become blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant, his invited guests or visitors.
- (af) to reimburse the Landlord for any excess sum payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his guests or visitors, in breach of this Agreement.
- (ag) not to use additional refrigeration units such as refrigerators or Freezers without the written consent from the Landlord.

5. **THE DEPOSIT** will be held by Mr Roger Rossano of 43 Richmond Park Avenue, Bournemouth, BH8 9DN , which can be contacted by mobile 07811 433733 or email enquiries@studentlet.org

- (a) The Deposit taken will be held and returned under the terms of one of the Tenancy Deposit Schemes detailed below:
 - (i) Tenancy Deposit Solutions Limited (TDSL) trading as MyDeposits
This is an insurance based scheme. The Landlord shall hold the Deposit within the terms of the scheme.
Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.
 - (ii) The Deposit Protection Service (The DPS)
This is known as the Custodial scheme. The scheme shall hold the Deposit within the terms of the scheme.
The Landlord shall retain any interest earned on monies properly deducted from the Deposit as specified in Clause

5.3 of this Agreement.

(iii) The Tenancy Deposit Scheme run by The Dispute Service Limited (TDS)

This is an insurance based scheme. The Landlord shall hold the Deposit within the terms of the scheme.

Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.

(b) As soon as is practicable at the end of the tenancy, the Tenant will be informed whether any deductions are proposed. If there is no dispute, the Deposit will be allocated according to the deductions agreed. If agreement cannot be reached, any of the parties can refer the matter to the relevant Tenancy Deposit Scheme for adjudication if the Tenant has kept to all the agreements and conditions within this Agreement.

(c) Monies shall properly be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:

(i) The recovery from the Tenant of any Rent or any other money which is in arrears.

(ii) The enforcement of any of the provisions of this Agreement.

(iii) Compensation in respect of the Tenant's use and occupation in the event that the Tenant fails to vacate the Property on the due date.

(iv) The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.

(v) The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonored or if any standing order payment is withdrawn by the Tenant's bankers.

(vi) The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).

(vii) Any other monies owed by the Tenant to the Landlord.

(viii) Compensation for the breach of any terms of this Agreement.

(ix) If the Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs, charges and expenses properly due.

(d) If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

(e) An explanatory leaflet explaining how the Deposit is protected by the Housing Act 2004, will be forwarded by email to the Tenant(s) by the person holding the Deposit or attached to this document. This leaflet covers the procedures for instigating a dispute regarding deductions from the Security Deposit at the end of the tenancy.

(f) No deductions can be made from the Security Deposit without written consent from both parties to the tenancy Agreement.

(g) The tenancy Deposit schemes are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the agent are unable to contact the Tenant, or the Tenant is unable to contact the Landlord or the agent. Under these circumstances, the member must do the following:

- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE (Independent Case Examiner) to resolve a dispute, to contact the (ex)-Tenant/Landlord using information readily available;
- determine dilapidations, rent arrears and any other prospective deductions from the Deposit as they would normally do;
- allocate the Deposit, pay the party who is present as appropriate, and transfer the amount due to the absent Tenant/Landlord to a suitably designated "Client Suspense (bank) Account".

A formal record of these activities should be made, supported by appropriate documentation.

Following sufficient time (usually at least six years) having elapsed from last contact from the absent Tenant/Landlord the member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the member from the beneficial or legal owner would be immediately met by the member from its own resources.

Should the absent Tenant/Landlord return within that period and seek to dispute the allocation of the Deposit, the ICE may offer to adjudicate.

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 shall 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) 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 behave in a professional and courteous manner at all times;

(b) To maintain the fabric of the building in good condition, as per section 11 of the Landlord and Tenant Act 1985;

- (c) To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property including fair usage of utilities (Gas, Water & Electricity). This **does not** include TV License and council tax which is payable by the Tenant under clause 4 above;
 - (d) To be responsible for the safe upkeep of all gas appliances and the gas installation as per the Gas Safety (Installation and Use) Regulations 1994;
 - (e) To comply with Furniture and Furnishings (Fire Safety) Regulations 1988 as amended;
 - (f) That the Tenant paying the Rent and performing the Agreements on 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.
 - (g) To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration.
 - (h) To provide Broadband. The Landlord takes no responsibility for the quality and possible interruption of the broadband service which is beyond his control. Any faults should be taken up with the provider.
8. **Where the Premises** include a garden the Landlord will assist with reasonable garden care with a small contribution of £65.00 from Tenants per household, deductible at the end of the tenancy period, using a gardener to the level of service agreed by the Landlord.
 9. **THIS property** is subject to a mortgage in favour of Paragon Mortgage or other mortgage provider. It is irrevocably agreed between the parties that the Tenant will, if so requested by Paragon plc or the Landlord, make rental payments (in part or in full), direct to Paragon Mortgage or other mortgage provider in place at the time, in a manner duly specified at the time of any such request.
 10. **The Tenant agrees** with the Landlord to the following tenancy conditions and Management standards under the following headings as per the attached APPENDIX 1 covering **TENANCY CHARGES, SAFETY/SECURITY, REPAIRS/BUILDING MAINTENANCE, UTILITY BILLS & GENERAL**.
 11. **The Tenant** is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address: **43 Richmond Park Avenue, Bournemouth, BH8 9DN**
 12. **It is hereby agreed** that any notice request or demand necessary to be served on the Tenant may be so served by leaving it for the Tenant at the Property or by sending it through the post by ordinary post addressed to the Tenant at the Premises or by text or email as per the contacts given by the Tenants upon signing this lease or to their respective guarantors' address.
 13. **The Landlord may bring** the tenancy to an end at any time before the expiry of the fixed term (but not within six months of the commencement date) by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.
 15. **The Tenant hereby acknowledges** that removal from the property of their belongings will be deemed as voluntary surrender of the property. The Landlord will be free to enter the property. The Tenant acknowledges that this does not negate any legal obligation they have under the terms of this Agreement.
 16. **The Tenant shall not be entitled** to repayment of the Deposit or any of the Deposit thereof until after the end of the term and only then once the Tenant has vacated the property, the keys have been returned and the Landlord and his agent have had the opportunity to inspect the property. The Deposit will be returned by cheque or bacs, providing that the rent is up to date and only then providing:
 - i. The property is returned in the condition in which it was let.
 - ii. There has been no damage to the property or any items therein.
 - iii. The Tenant has not undertaken any work at the property without obtaining prior permission from the Landlord in writing.
 - iv. The Tenant is not in breach of any part of this Agreement.

17. **The Tenant agrees that the Landlord** or the Landlord’s agent will have no obligation to forward any mail received at the property

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

SIGNED by the above-named _____
(the Tenant) (1st Tenant) (2nd Tenant)

in the presence of _____
signature of the witness

Print Witness’s Full Name _____

and Witness’s full address _____

SIGNED by the above-named _____
(the Landlord)

in the presence of _____
signature of the witness

Print Witness’s Full Name _____

and Witness’s full address _____

APPENDIX 1

(a)	Pre-Tenancy Administration fee per person / single Tenant	£100.00
(b)	The tenants will pay for the inventory carried out by an independent inventory clerk at check in. This is for their protection.	
(c)	Non-payment of rent on the due date.	£50.00
(d)	There will be a collection charge of £20 if any of the rent is in arrears for 7 days and an additional late fee of £15 for each week thereafter (whether the rent was demanded or not). This can only happen if your standing order was not honoured and you have not transferred the funds. ALL PAYMENTS RECEIVED WILL BE ALLOCATED TO OUTSTANDING DEBTS (CHARGES) BEFORE OUTSTANDING RENT.	£20/£15
(e)	Written letter charge - each one (because of a debt situation). No charge for the first text.	£15.00
(f)	Admin fee for replacement Tenant.	£100.00
(g)	Admin fee for the outgoing Tenant who is replaced before the end of the tenancy.	£50.00
(h)	Copy of Tenancy Agreement or other paperwork (each copy). This is a charge for replacement/additional copies. Standard copies (without signatures) can be found at www.StudentLet.org for free or provided by email upon request.	£10.00
(i)	Tenants who lock themselves out for whatever reason and require the Landlord or his agent to be called out to open any door will be subject to a minimum call out fee of £30 (office hours) or £50 (out of office hours)	£30 / £50
(j)	A charge of £10.00 will be made for every key is lost. This is to cover replacement, coding and procurement charges.	£10.00
(k)	If all keys have not been returned at the end of the tenancy, it will be deemed that you still have or have lost your keys and a new cylinder will be fitted to change the locks. This charge will cover the procurement, fitting the cylinder and cutting the appropriate number of keys for that property. This will be deducted from the security Deposit.	£75.00
(l)	A charge of £5 will be made for each pair of curtains not hanging in their respective window at the end of the tenancy.	£5.00
(m)	L Rossano will always take litigation over bad debts; this will result in you and your guarantor receiving a County Court Judgement, which will make it very difficult for you to obtain personal loans/credit cards or a mortgage or even in some circumstances this could also affect your employment prospects.	
(n)	Debt collection agencies may also be used and they will have their own professional charges which will be passed on to the Tenant.	
(o)	All court and legal fees will also be passed onto the Tenant if necessary.	
(p)	Any charges by maintenance engineers for missed appointment that was arranged by the Tenant will be charged to the Tenant if the appointment was arranged by the Tenant.	
(q)	Unblocking of toilets, showers or drains due to misuse	£30.00
(r)	Any damaged or missing 3D glasses will be charged at	£15.00ea
(s)	Damaged smoke detectors or heat sensors caused by Tenants will be charged	£50.00ea
(t)	Additional refrigeration units such as refrigerators or freezers will incur a monthly charge of	£7.50 per unit
(u)	Each additional electrical heating appliance will incur a monthly charge if they are found in the property. Whether they are in use or not.	£7.50 per unit

SAFETY / SECURITY

(1) **UNDER NO CIRCUMSTANCES** must the furniture be positioned over EXIT doors when not required. When you leave the property all the furniture must be placed back into position in each room.

(2) **VERY IMPORTANT** - when leaving the premises **ALWAYS** ensure that all doors and windows are locked. These locks are for your protection. It is also advisable that Tenants take out insurance for all personal Belongings, as the Landlord will not be held responsible for any loss or damage of these. As an extra precaution you may want to take valuables home over the Christmas and Easter Vacations.

(3) Can the Tenant please ensure that they always have their room key/front door keys to their property. Please note that regardless of whether doors are locked or unlocked that visiting tradesmen will **ALWAYS** lock doors to a property after a visit. This ensures that they have taken reasonable precautions to safeguard your personal belongings.

NB: You will be charged a callout fee if we have to open doors for you, **EVEN** if you didn't lock them.

(4) **ALL Burglaries and Vandalism** must be reported to the police and a crime incident number obtained which must be passed to the Landlord. You will be held responsible for all incidents until this is obtained. We strongly recommend you take out insurance to cover your personal belongings and Landlord's fixtures and fittings as they are your responsibility even in the event of a break-in.

(5) All roof space access doors/ gas and electric meter doors must be kept shut.

Under no circumstances must any furniture/bikes etc, or anything that could obstruct the safe evacuation of persons from your property be placed in the exit pathway of Hall, Stairs and Landing and all exit doors. This includes coats, bags and shoes.

(5a) For Tenant living in a flat: Under no circumstances must any personal belonging or rubbish be placed in the communal areas of the block such as the Hall, Stairs and Landing and all exit doors. This includes bicycles, shoes or bags of rubbish.

(6) Smoke detectors must not be interfered with or disconnected as this will be construed as **MALICIOUS DAMAGE** and **EVICTION PROCEEDINGS** could be started against you. Any smoke detector/heat sensors damaged by the Tenants will be charged at £50 each.

(7) Fire extinguishers and fire blankets must not be tampered with. They are for emergencies only. Any fire extinguishers where the seal has been broken and it was not used to put out a fire will be charged for at £50.00 each. This is to cover replacement and procurement charges.

(8) Portable liquid gas heaters or other fossil fuel/carbon-based fuel are NOT allowed to be used in the property. These appliances can be potentially dangerous because of the carbon monoxide that they can produce and also because of the amount of oxygen that they consume.

(9) A charge will be made for damage that is caused by wilful neglect of the property i.e. if you go out and leave a window open and the property is consequently burgled and the Landlord's property is stolen or vandalised or a window is left open during a rain storm and there is water infiltration to the property causing damage.

Repairs/Building Maintenance

(1) Tenants agree to test the smoke detectors on a regular basis. There are no removable batteries in the smoke detectors.

(2) Any repairs that are required should be reported to the Landlord in WRITING by e-mail to enquiry@StudentLet.org AND BY TELEPHONE IMMEDIATELY on 01202-255926 or 07811-433733. Please write your list in clear handwriting and in logical sequence being polite and respectful to your Landlord. Please be as descriptive as possible about the repairs or problem and its urgency. Repairs will fall into one of four categories:

EMERGENCY REPAIRS: - i.e. danger to health, safety of residence or serious damage to the building. These will be made safe immediately and repaired within 24 hours of notice.

Examples of this type of repair are: -

(a) Loss of services i.e. Gas, Electric, and Water (b) Burst water pipes, defective heating (c) Front and back entrances no longer secure.

URGENT REPAIRS: - Repairs which materially affect the comfort or convenience of the Tenants. These repairs will be effected within 5 working days of notice.

Examples of this type of repair are: -

(a) Fridge/freezer not working. (b) Broken window. (c) Electric shower not working (but H.W. to bath still available).

NON URGENT REPAIRS: - Repairs that require attention but are neither Emergency nor urgent repairs. These repairs effected within 10 working days.

Examples of this type of repair are: -

(a) Window will not open. (b) Tap dripping. (c) Bookshelf broken.

PLANNED PREVENTATIVE REPAIRS: - Repairs of none of the above that will generally be carried out over the summer periods i.e. painting/decorating/roof maintenance.

(3) It is the Tenants' responsibility to ensure that all sinks/baths/washbasins and external drains that become blocked are repaired/cleaned, and pay for a contractor if necessary, unless this was caused by system design or fault.

(4) Copies of Landlords Gas Safety Certificates are kept in the kitchen drawer near the boiler. Should you suspect any problems with any Gas appliances, then you should immediately not use that appliance. Leave a notice on the appliance to warn others and inform your Landlord. In case of gas leaks please contact British Gas Transco **IMMEDIATELY! on 0800 111 999.**

(5) It is to be expressly noted that Tenants cannot authorise repairs without the written permission of the Landlord. Tenants will be liable for all costs if this occurs.

(6) In case of Emergency on services (i.e. Water, Gas or Electricity) PLEASE isolate at source from the stop-taps and main switch positions. You should inform the Landlord immediately.

(7) When entering the accommodation you will have found the place to be clean and tidy. A Contract Cleaner Charge will be made if the premises are not in the same order when you leave.

(8) It is a special condition that Tenants make arrangements with the Gas Servicemen and Workmen etc. so that they can gain access to the property. NB: this means that you will contact them to arrange an appointment when it would be mutually convenient for both of you. If you do not keep the appointment they will invoice you for the missed appointment.

(9) The boiler and Central Heating system will be serviced once a year by a reputable Gas Safe registered firm. When they contact you for an appointment it is in your interest to follow up the appointment, as a regularly serviced boiler means cheaper Gas bills.

NB: They will want to get into all rooms.

(10) No re-decorating or building work is to be undertaken under any circumstances, and the property is not to be added to or altered in any way by the Tenant.

(11) At the end of your Tenancy Agreement a charge will be made for any damaged goods and also a charge will be made of £25.00 per hour to replace/install such goods.

Alternatively Tenants should replace such goods themselves. Absolutely no building, decorating or repair work is to be undertaken by Tenants without the Landlord's **written** consent.

(12) during the tenancy, to take reasonable precautions expected of a householder to keep the Property free from infestation by insects, vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the Tenant, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the cause of such an infestation.

(13) Replacement lamps for all lighting outlets are the Tenants' responsibility. When you first take the property, there will be LED or CFL (Compact Florescent Lights) bulbs in all points and they will all be working. Please note this is a CONSUMABLE ITEM and does not come under the scope of "fair wear and tear" charge of £7.50 will be applied for each light bulb replaced at the end of your tenancy. **Only** LED or CFL bulbs are permitted in your home.

(14) Batteries for any remote controls for TV, Freeview or Virgin Media boxes are also considered consumables and not provided. You will be charged for replacements if necessary.

(15) Any damages that occur by the Tenants or their guests during the tenancy must be repaired/replaced by the Landlord's appointed contractors as soon as it can be arranged with the said contractors, for which the Tenants will be responsible for immediate payment. Outstanding payments will incur the same late fees as the rent.

Utility Bills

(1) This Lease covers the cost of gas, water and electricity. The Tenants agree to be responsible for the T.V. License and telephone landlines if they choose to have one connected.

General

(1) The Landlord will give 24 hours notice before entering the rented property to carry out inspections. This notice will be given either in the form of a letter or telephone call or e-mail to any one of the Tenants. If notice is given in the form of a telephone call then it is assumed that if the message is left with one person, that they will inform the other Tenants. A message may also be left on your answer-phone. Please note the Landlord will always ring the doorbell before entering the property.

It is hereby stated that the Landlord may make daily inspections when the property is vacant over holiday period's i.e. to check for burglary or weather damage. Please note if there is an emergency such as suspected storm damage etc. then the Landlord will ring the doorbell and enter the property.

(1a) The Landlord or appointed tradesman may enter your property for general repairs without notice. They will endeavour to give notice but it is not always possible to plan ahead so at times notice will not be given. Please note the doorbell will always be rung a few times before entering the property.

(2) Can you please be aware of the day for refuse collection and have the property emptied of all rubbish. Your wheelie bin will need to be left at its collection point on the pavement. The day of refuse collection can be verified by calling the town hall on 01202 451451 and speak to the domestic refuse department. Please note - overflowing bins can attract the attention of burglars, as they will think the property is empty. Please leave your bin out the day before collection.

(3) In Bournemouth the council runs a recycling scheme and provides wheelie bins to put your recycling into. The larger of the wheelie bins is for recycling which is collected once every two weeks and the smaller bin is for rubbish. The recycling bin will take glass bottles (wash first), plastic bottles and containers (also washed first but **not** the plastic lids), cardboard & paper. Do not put plastic bags in the recycling bins. If there are items in the recycling bins, then the refuse collectors will put a "Contaminated" sticker on the bin and they will not empty it. You will have to take it to the tip for disposal.

(4) The bins are the Landlord's property and you are responsible for them. If they are left out or not brought in fast enough after emptying and they are subsequently stolen or vandalised you will have to pay to replace them.

(5) Windows are **not** cleaned regularly by a window cleaner. It is the Tenants responsibility to clean the inside and outside of all windows and doors/doorways etc.

(6) Receipts will only be given where rent payment is made by cash. Cheques act as receipts since a copy can be obtained from your bank to prove that payment was made in the event of a dispute. Written receipts will be provided for the Deposit and any tenancy administration charge.

(7) The central heating must be left on over winter holiday periods at a temperature sufficient to avoid the pipes from freezing up and causing water damage. If the Tenant fails to keep the heating on and damage is caused due to frozen pipes that burst, then the Tenant will be responsible for the repairs/replacement to the damaged property/items.

(8) In case of dispute, Tenants agree to go to arbitration in the Small Claims Courts.

(9) The Landlord is allowed to keep a duplicate set of keys to your property.

(10) All fridge/freezers should be regularly cleaned and defrosted during the Tenancy, regular defrosting will ensure that the ice-box cover does not get broken by being forced open. If the fridge/freezer is switched off, then the doors should be left open to prevent fast and unpleasant mould growth occurring.

(11) Please inform the Landlord of any mail or please forward it to 43 Richmond Park Avenue, Bournemouth BH8 9DN.

(12) Please note the Landlord may charge if he or his workman is unnecessarily called out to attend something which is not a problem with the full cost of the call out with a minimum of £30.00 payable by the tenant.

- (13) Please note that one or more signatures on any of the “Terms and Conditions”, inventory or leases etc. constitute an acceptance by which the whole group agrees.
- (14) If the property is let as a Group Tenancy and one or more Tenants leave the Group, it is advisable for the remaining Tenants to check the furniture inventory list as any items not complete on the inventory will be chargeable to the remaining Tenants.
- (15) Blu/White Tack Adhesive or other suitable fixing must support all posters on walls etc. No pins or adhesive tape may be used. Blu/White Tack should be rolled gently off the wall when being removed. If a poor quality Blu/White tack is used it may stain the walls and if the staining is excessive you will be charged to redecorate the wall.
- (16) **DO NOT** to use the carpet as an ironing board as this melts the carpet. You will be charged for a replacement if damaged in this way.
- (17) Where guarantor forms have been provided then the guarantor shall read this contract and shall be deemed to have accepted all of its terms and conditions.
- (18) The Landlord can dispose of goods/furniture the Tenants leave in the property.
- (19) No animals are to be kept at the property for any period of time.
- (20) 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 as well as paying the rent until a new Tenant moves in.
- (21) The Tenant agrees to allow prospective new Tenants to view the property from 15th October onwards to the end of the tenancy.
- (22) All Tenants hereby give their permission that they have no objections to their personal details i.e. home address, telephone number etc. being passed over to relevant third parties i.e. Electric Board, Gas Board and co habitant Tenants. All Tenants hereby give their Agreement that they give their permission that references can be taken up on their behalf from Employers, University, ex Landlords or Banks etc.
- (23) All Tenants hereby give their Agreement that parents/guardians/friends can be contacted re: any aspect of the Tenancy i.e. financial or personal.
- (24) Tenants agree to behave in a polite and courteous manner to the Landlord and his representatives at all times.
- (25) Tenants agree to treat all property, fixtures and fittings in a respectable Tenant-like manner.
- (26) The Tenant will always take reasonable and prudent steps to adequately heat and ventilate the Property in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the Property, its Fixtures and Fittings.
- (27) The drying of clothes over radiators or anywhere inside the property (except in a tumble dryer) is not allowed. This will cause condensation to form on windows, walls and furniture which destroy decoration and can be harmful to health by promoting mould growth.
- (28) The Tenant agree not to annoy the neighbours with any form of “NOISE POLLUTION” or any other form of antisocial behaviour such as playing loud music at unreasonable hours. Please note eviction proceedings could be started against you.
- (29) The Tenant will not introduce into the property any form of soft furnishings or furniture that do not have a fire label on them. For more info contact your local Trading standards Office.

The Landlord may repossess the property if:

- a) The rent or any part of the rent is not paid for 14 days or more;
- b) One or more of the terms of this tenancy Agreement have been broken;
- c) The Tenant or Tenants become bankrupt or go in liquidation;
- d) Any of the grounds for repossession apply as listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996;
- e) The arrangements as stated in Section 21 of the Housing Act 1988 to apply.