

## OUTLINE OF ASSURED SHORTHOLD TENANCY AGREEMENT

### **The Landlord**

PLAS MANAW LTD Plas Manaw, Llanbadarn Fawr, Aberystwyth SY23 3TT

### **Date:**

### **The Tenant**

Names of all the tenants

(The term “the Tenant” applies to each named joint tenant. Each individual tenant enjoys the full rights and is fully responsible for the obligations set out in this Agreement and their obligations shall be joint and several).

### **The Managing Agent**

ABERSTUDENT.CO.UK Plas Manaw, Llanbadarn Fawr, Aberystwyth SY23 3TT

### **The Property**

Cae Tynyfron, Fairview or Blue Gardens

### **The Allocated Room**

No rooms are allocated

### **The Term**

For a fixed term of one year - usually from the first day of the summer recess

### **The Rent**

The up to date rent – as advertised on [www.aberstudent.co.uk](http://www.aberstudent.co.uk) will be noted here

Rent will be made in four payments over the year.

### **The Deposit**

£300 per person.

The deposit, in accordance with recent legislation will be held by a Government authorised tenancy protection scheme: [www.mydeposits.co.uk](http://www.mydeposits.co.uk) The Agent will inspect the property at intervals and at the end of the tenancy, and the Tenant will have to pay in the event of the Tenant’s failure to pay the rent or non-performance of his obligations as laid down within this Agreement. This includes any breach by the Tenant of his obligations including that as to the cleaning of the premises, damage to the building or its contents, candle soot damage, the cleaning of any fixtures and fittings therein, the removal of items not in the inventory including refuse, cigarette ends inside or in the grounds of the property, and the return of all

keys, provided that the sum claimed is reasonably incurred and reasonable in amount. The cleaning and damage inventory shall be drawn up and agreed on the first day of the tenancy, and used as the comparison for any charges made. The Landlord is not entitled in respect of damage to the property or its contents that is due to fair wear and tear.

## **Terms and Condition**

### **1 General**

1.1 In this Agreement any reference to the masculine includes the feminine.

1.2 This Agreement is for an Assured Shorthold Tenancy.

### **2 The Property**

The Property is the Property specified above, and where applicable, together with any outside space or garden and the Landlord's fixtures and fittings in the premises or as stated in the inventory (if any). If, under this Agreement, the Tenant shares the property with others, the Tenant will have exclusive occupation of his Allocated Room and will share with other occupiers the use of the Shared Parts.

### **3 Rent**

The Tenant shall pay the rent by the method and at the times specified above.

### **4 The Deposit**

There is no deposit held. The Agent will inspect the property at intervals and at the end of the tenancy, and the guarantor will have to pay in the event of the Tenant's failure to pay the rent or non-performance of his obligations as laid down within this Agreement. This includes any breach by the Tenant of his obligations including that as to the cleaning of the premises, the cleaning of any fixtures and fittings therein and the return of all keys provided that the sum claimed is reasonably incurred and reasonable in amount. The cleaning and damage inventory shall be drawn up and agreed on the first day of the tenancy, and used as the comparison for any charges made. The Landlord is not entitled in respect of damage to the property or its contents that is due to fair wear and tear.

### **5 Forfeiture and Interest on Payments in Arrears**

5.1 Where the rent, any part of it, or any other sum due from the Tenant under this Agreement, is in arrears of 7 days or more after it has become due, whether legally demanded or not, or the Tenant has breached any of the terms of this Agreement, then the Landlord shall be entitled to end the Tenancy either (a) by serving the appropriate notice and obtaining a court order, or (b) by re-entering the property if it is no longer occupied by the Tenant or anyone else with a lawful right to live in it. If the Landlord exercises this right of forfeiture, it shall be without prejudice to the other rights and remedies of the Landlord.

5.2 Where the rent or any other sum due by the Tenant under this Agreement is in arrears, whether legally demanded or not, the outstanding sum shall be subject to interest from the date when the same became due until the date of payment, at the rate of 1% above the prevailing base rate of the Bank of England. If the sum due is outstanding more than 7 days a letter will be sent to the tenant and guarantor at a cost of £10 to the tenant or guarantor.

## **6 Insurance**

6.0 The Landlord will insure the building. The Landlord will not insure the Landlord's furniture.

6.1 If the Tenant so wishes, he can insure his personal effects, which shall not be the Landlord's responsibility.

6.2 The Tenant shall not (nor allow others to) do anything that will adversely affect the Landlord's insurance of the Property and shall make good to the Landlord any loss or extra expense arising from a breach of this clause.

## **7 Quiet Possession**

The Landlord agrees, subject to the Terms and Conditions of this Agreement, not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property. Weekly or fortnightly checks to alarms, refuse and emergency exits will normally be carried out on Wednesdays between 11am and 3pm. Gardening will be done at times to suit the gardener but will always be between 9am and 6pm.

## **8 Shared Parts**

The Tenant shall take reasonable care to ensure at all times that all common parts of the Property are kept clear of hazards and obstructions.

## **9 Use and Condition of Property**

9.1 The Tenant shall use the Property for residential purposes for occupation by the Tenant only and shall not (nor allow others to) operate a business at the property or use it for any improper, immoral or illegal purposes.

9.2 The Tenant shall keep the Landlord's furniture, fixtures, fittings and effects in the Property in at least as good repair and condition as they were at the start of the tenancy and shall make good all damage and undue wear and replace with similar articles of equal value all articles which are destroyed or lost or damaged or unduly worn and incapable of reinstatement. The Tenant shall not remove any of the said furniture, fixtures, fittings and effects from the Property nor from the rooms in which they are in.

9.3 The Tenant shall replace all broken glass, electric light bulbs and lost or damaged keys as and when necessary.

- 9.4 The Tenant has confirmed on application that he is non-smoking, which shall apply equally to any visitors that the Tenant may entertain. No smoking is allowed anywhere within or outside the premises. Candles are also not allowed on the premises and the council's HMO regulations oblige the landlord to remove these on discovery.
- 9.5 The Tenant will not block the ventilation supplied to each room, or disconnect any extractor fan for any reason whatsoever.
- 9.6 The Tenant will ventilate and heat the premises to remove the possibility of condensation, mould or damp problems. Off-peak electric storage heating is supplied for this purpose. Any other form of heating is disallowed and the local council's HMO regulations oblige the landlord to remove these upon discovery.

## **10 Assignment**

The Tenant shall not assign, sublet, charge or part with or share possession or occupation of the Property.

## **11 Nuisance**

The Tenant shall not (nor allow others to) cause nuisance, damage, disturbance, injury, inconvenience or annoyance to the Landlord, the Landlord's employees Agents or Contractors, other tenants or any neighbours or to any of their property.

## **12 Damage**

The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property.

## **13 Alterations to Property**

13.1 The Tenant shall not (nor allow others to) make any alterations, improvements or additions to the Property, including the erection of a television aerial, external and/or internal decoration and additions to or alterations to, the Landlord's installations, fixtures and fittings without the Landlord's written consent, and the Tenant shall not (nor allow others to) remove any of the items specified in the inventory (if any) or any of the Landlord's possessions, from the premises.

13.2 The tenant shall not glue, stick, nail, screw or otherwise fix anything whatsoever to the interior or exterior of the Property or its contents without the Landlord's written consent.

## **14 Locks**

The Tenant shall not alter or change or install any locks on any doors or windows in or about the Property or have additional keys made for any locks without the prior written consent of the Landlord.

## **15 Pets**

Without the express written permission of the Landlord, the Tenant shall not (nor allow others to) keep or allow pets of any kind on the premises.

## **16 Cleaning and Maintenance**

- 16.1 The Tenant shall keep the interior of the premises in good repair and condition and in good decorative order, subject to the Landlord providing and maintaining a vacuum cleaner and other appropriate implements for this purpose.
- 16.2 The Tenant is responsible for cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatories, and the like (where applicable).
- 16.3 The Tenant is responsible for the keeping clean of any carpets, curtains, furnishings or other items listed in the inventory.
- 16.4 The Tenant is responsible for the cleaning of the insides of all windows.
- 16.5 The Tenant shall ensure that all rubbish is deposited in sealed bin liners and removed from the Property to the lockable bins or wheelie bins provided, ready for collection (weekly or otherwise) by the local authority. Failure to protect the rubbish from vermin, cats and seagulls will produce an immediate contact from the agent and a corresponding and reasonable charge if the matter is not put right immediately. The Landlord and agent will make every effort to make sure that all collection dates for the various refuse and recyclables is clearly laid out for tenants in the front lobby – which is anyway a regulation of the local HMO dept.

## **17 Garden and Driveway**

The Tenant is responsible for keeping such areas neat and tidy and free from rubbish and other items. All gardening will be done by the agent. Any gardeners wishing to grow their own will be given every assistance in this matter.

## **18 Repairing Damage**

The Tenant agrees to make good any damage to the Property or to the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any visitor of the Tenant to the Property, fair wear and tear excepted, and to pay any costs incurred by the Landlord carrying out such works in default. Aberstudent carries out repairs at the earliest possible time. No tenant is expected to go without any facilities for any longer than necessary to carry out the repairs

## **19 Reporting Disrepair**

The Tenant shall report to the Managing Agent any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical

appliances by **text message AS SOON AS POSSIBLE**. Reporting by any other method may involve delays in remedy.

## **20 Utilities**

The Tenant is responsible for informing the relevant Authorities, and of the payment of bills generated for the supply and consumption of any services such as Gas, Electricity, Telephone, Broadband, Water etc. The Tenant shall not do anything that may cause the disconnection of any of these supplies. The Agent will advise where possible, and keep records of arrival and departure readings.

With the broadband, the Landlord promises only that wifi works in every bedroom on the premises

## **21 Council Tax**

The Tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made) to pay Council Tax (or any similar tax or levy) where applicable Here-under. Full time students registered at the University of Aberystwyth will not have to pay Council Tax.

## **22 Rights of Access**

The Tenant shall allow the Landlord, the landlords employees agents or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property to carry out maintenance of the appliances or for any purpose connected with the interest of the Landlord in the Property or their disposal, change or demise with or without any prospective tenants or purchasers. The Landlord shall normally give at least 48 hours notice, but the Tenant shall give immediate access in an emergency.

## **23 Property Left Unattended**

Whenever the Property is left unattended, the Tenant must fasten all locks to all doors and windows, to prevent unauthorised access to the premises. The Tenant should notify the Landlord if he intends to leave the premises vacant for a period in excess of 7 consecutive days. Over the winter vacations, the Tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather. The Agent can advise and help on this matter.

## **24 Moving Out**

At the end of the Tenancy the Tenant shall give the Landlord vacant possession and shall return all the keys of the Property and remove all furniture owned by the Tenant, personal effects and rubbish and leave the property and the Landlord's fixtures and fittings in the same condition and state of repair as at the start of the tenancy, fair wear and tear excepted.

## **25 Inventory Check and Cleaning**

25.0 The tenant will complete a damage and cleanliness inventory on arrival. The Landlord and tenant should both take photographs to record the condition of anything which they find is in an unsatisfactory condition.

25.1 At the end of the tenancy, the Landlord shall perform such checks as are necessary as to the condition of the Property and the Landlord's fixtures, fittings and effects in the Property and/or as stated in the inventory.

25.2 At the end of the tenancy the Landlord shall determine whether the property has been returned in the same condition as it was on arrival. The deposit will be used to pay for any repairs or cleaning necessary.

25.3 If after the expiration or sooner determination of the Term any property of the Tenant or any other third party remains in or on the Property and the Tenant fails to remove the same within 14 days after the Landlord requests the Tenant to do so, then the Landlord may dispose of the said property as he sees fit. In such an event, the Landlord may make a reasonable deduction for any costs and charges he incurs.

## **26 Charges and Expenses**

The Tenant shall be liable for all costs and expenses incurred by the Landlord (including but not limited to legal and professional fees) arising from any breach of the Tenancy Agreement by the Tenant including such costs and expenses in or incidental to the recovery from the Tenant of any rent arrears or the service of any notice relating to any breach by the Tenant of any of his/her obligations.

## **27 Notices**

Any notices or other documents required to be served under this Agreement or otherwise shall be sufficiently served if left at the property or sent by first class post to the Property, in the case of the Tenant, or in the case of the Landlord to Plas Manaw, Llanbadarn Fawr, Aberystwyth.SY23 3TT

**The Landlord hereby agrees to let the premises and the Tenant hereby agrees to take the premises for the rent, period and in accordance with the conditions stated within this Agreement.**

### **SIGNED by the Landlord:**

**Signed by:**

Date:

### **SIGNED by the Tenants:**

**Signature of:**

Date:

Witnessed by:

FULL NAME IN CAPITALS:

POSITION:

HOME ADDRESS:

POST CODE: