

## TENANCY GUIDE

This is to help a tenant understand some of the ways in which the Tenancy will work.

### **The Reservation deposit**

A £50 per person reservation deposit has been received which will go towards the deposit (see below) on signing of the lease, but will be lost in the event of failure of the prospective tenant to reasonably complete their duties in respect of the paperwork in the 28 days specified.

### **Rights and responsibilities under the Tenancy Agreement**

The tenancy agreement signed between the Landlord and the Tenant is the source of the rights and responsibilities that each party has during the tenancy. The Landlord and the Tenant will be responsible for carrying out the promises they have made in that agreement.

If the Tenant breaks any of those promises the Landlord can hold him to account: if damage has been caused as a result, the Landlord may charge the Tenant for that damage, and recover the money owed from either the deposit, the Tenant or the Guarantors. In some circumstances the Landlord will be entitled to bring the Tenancy to an end, (see below '**Landlords: Bringing the Tenancy to an End**').

### **Joint Tenancies: Sharing the Responsibilities**

If you enter into a Tenancy Agreement with another person you will both be bound by the promises that you have made. However, that does not mean you will only be responsible for your share of the rent, or your share of the other promises made.

Joint and Several Liability means that the Landlord could hold any of you to account for any failure by you or your co-tenants to comply with the Tenancy Agreement whether or not you have kept your part of the agreement. Your responsibility for meeting all the expectations of the Tenancy Agreement will continue until the Agreement is brought to an end. Leaving will not bring your responsibility and legal liability to an end, (see below '**Tenants: Bringing the Tenancy to an End**').

### **The Deposit**

The deposit is £300 each. It will be registered by law with mydeposits.co.uk, to cover any further amounts due under the Tenancy Agreement, whether this is rent, damage repair costs, cleaning costs or other fair and reasonable charges. Otherwise the full amount will be returned on successful completion of the tenancy.

Any dispute will be judged by an independent panel, after the landlord has paid the disputed amount to them.

### **The Inventory**

An Inventory will be agreed on the first day of the Tenancy Agreement, recording the contents and the condition of the property. It is important that you check that the inventory is accurate. Take photos! Don't agree something is clean, unless it is! The difference between the state of the property at the beginning and end of the Tenancy will determine how much is owed to the Landlord in damage and cleaning costs. Fair wear and tear is NOT chargeable.

### **Landlords: Bringing the Tenancy to an End**

The Assured Shorthold Tenancy that the Tenant will enter into is designed to last a set length of time – usually until the last day of the University academic year. The Tenant will be given two months notice of this leaving date by email. After this date the Landlord can apply to have the Tenant evicted. However, the Landlord is entitled to ask the court to have the tenant evicted at any time if in breach of the Tenancy Agreement.

### **Tenants: Bringing the Tenancy to an End**

The Tenancy Agreement stipulates the minimum length of Tenancy. Before that period has ended, the tenant will have no contractual right to end the Agreement and leave - as long as the Landlord keeps to the terms of the Agreement. If the tenant decides to leave before the Agreement End date, he will remain bound by the Agreement as if he remained in occupation.

**If you are in any doubt about the effect or meaning of any Tenancy Agreement you should seek independent legal advice. You should consider seeking such advice before taking any steps which may affect your rights under the Tenancy Agreement.**