

## INTERNATIONAL ASSURED SHORTHOLD TENANCY AGREEMENT

THIS AGREEMENT is made on

**BETWEEN:**

RAKAL LTD  
C/O WESTMANOR STUDENT LIVING, 58 LONDON ROAD, LEICESTER, LE2 0QD

The Landlord

And

Full name in capitals

The Tenant

### BY THIS AGREEMENT

1. The Landlord lets and the Tenant takes the Premises for the period **1<sup>st</sup> July 2020** to **30<sup>th</sup> June 2021** without interruption:

**FLAT ROOM**

Including the right to use all communal spaces relating to:

QUEEN ELIZABETH APARTMENTS  
143-147 QUEENS ROAD  
LEICESTER  
LE2 3FL

(The Premises to include all furnishings, fixtures and fittings and effects described in the inventory) for use as a private dwelling house

### THE TENANT AGREES TO PAY THE RENT, IN ADVANCE AS FOLLOWS:

**1<sup>st</sup> July 2020 to 26<sup>th</sup> August 2020** – a period of **8 weeks** where a discounted rent of 50% of the weekly rental charge will be made for non-occupation of the Premises and **27<sup>th</sup> August 2020 to 30<sup>th</sup> June 2021** – a period of **44 weeks**, where the full weekly rent will be payable, **whether the Premises is occupied or not.**

The Weekly Rent being:

£140

The Annual rent being:

£6720

### PAYMENT PLAN OPTIONS

**(please select one of the 2 following options)**

☐

**Option 1 without UK based guarantor: in full by Bank payment as follows:**

48 Weeks Payable 1<sup>st</sup> June 2020 (for the period 1<sup>st</sup> July 2020 – 30<sup>th</sup> June 2021)

£6720

☐

**Option 2 without UK based guarantor: in 2 equal installments by Bank payment as follows:**

1<sup>st</sup> June 2020 and 1<sup>st</sup> September 2020 (or on arrival whichever is sooner)

£3360

**Please note – ALL payments must be in place before 1<sup>st</sup> May 2020.**

**The rent is payable without deductions for any reason whatsoever.**

2. Tenants **ARE** responsible for paying the following utility charges:

Water: NO	Electricity: £250 ALLOWANCE*	Gas: N/A	Internet: FREE	Council Tax *Refer to clause 3.5
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\*£250 Energy allowance given for the duration of the tenancy. Allowance will be given at the end of tenancy providing that there are no arrears.

2.1 On signing this Agreement, the Tenant also agrees to pay to the Agent upon receiving an invoice on behalf of the Landlord in respect of:

- a) Any damage, losses or alterations to the Premises or the items listed in the Inventory for which the Tenant is liable.
- b) Where the Premises includes the right to use communal areas which are shared with other Tenants, the Tenant shall be liable equally with other Tenants for the cost of making good any damage, losses or alterations to the communal spaces or the list of Inventory items for those communal spaces.
- c) Any other breach by the Tenant of the Tenant's agreements and obligations under this Agreement.
- d) Any costs, expenses charges or monies payable by the Tenant to the Landlord under this Agreement.
- e) Any rent or other payments due from the Tenant which remains unpaid.

Where any tenant has entered into a new agreement for a property which they currently occupy, the existing deposit (if applicable) will be carried forward and put towards your first rent instalment due on 1<sup>st</sup> June 2020.

2.2 This Agreement creates an Assured Shorthold Tenancy under section 19A of the Housing Act 1988 as amended by the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in Section 21 thereof accordingly apply.

### **3. THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:**

3.1 To pay the rent to Westmanor Student Living by the due dates in the manner aforesaid. Where a tenant requests any variation to the payment dates stated in this Tenancy Agreement, any application must be made to the Finance Office by email to [financelu@westmanorstudentliving.co.uk](mailto:financelu@westmanorstudentliving.co.uk). Only those applicants who have received email confirmation that this has been accepted will be considered as a variation to the contract terms.

3.2 If any rent or other monies payable by the Tenant to the Landlord within this Tenancy Agreement are not paid by the due date as specified in clause 2, the same shall be payable with interest at the rate of 10% above the base minimum lending rate of the Natwest Bank Plc pro-rated on a daily basis from the due date upon which they became due, to the date of payment. Unless alternative arrangements have been agreed in writing with the Landlord. Where payment is not received within fourteen days of the due date the Landlord's Agent will write formally to the Tenant regarding the recovery of monies outstanding, this sum will be added to the outstanding rent and will be payable on demand.

3.3 If the Premises are permanently vacated by the Tenant at the Tenant's own request before the last day of term, the Tenant remains liable to pay the Landlord the full unpaid balance of the rent receivable by the Landlord had this Agreement run for the full term. Alternatively, the Tenant may surrender this tenancy only upon finding a suitable replacement tenant, acceptable by the Landlord and willing to take the tenancy of the Premises without interruption, upon the terms contained within this Agreement. Where the administration of a replacement Tenant is required, an administration fee of £50 will be payable by the Tenant who is ceasing the tenancy agreement.

3.4 Any other amendments to the Tenancy Agreement at the request of the tenant an administration fee of £50 will be payable prior to changes being made.

3.5 If the Tenant fails to provide a certificate of exemption from their university the Tenant is obliged to pay Council Tax under the Local Government Finance Act 1992 or any regulation under that Act. To indemnify the Landlord in respect of any Council Tax, which (during the tenancy) the Landlord becomes obliged to pay under that Act or those regulations because the Tenant ceases to live in the Premises.

3.6 Where the cost of gas, electricity or water is not included in the rent, it is the Tenant's responsibility (this is a joint and several responsibility where more than one person occupies the Premises) to register with an appropriate utility company **from the first day of the commencement of this Agreement**. This includes paying any standing charges for the whole term of the tenancy agreement whether the premises is occupied or not. Tenants are required to notify the Landlord or his Agent of the company supplying the Premises for the duration of the Agreement.

Where energy is included in the rent it is expected that the tenant(s) treat the usage of electricity fairly and economically. The tenant agrees that where the fixtures and fittings provided are deemed sufficient, it is not permitted to add to the property additional cookers, fridges, freezers, tumble dryers, and heaters.

FURTHERMORE, the Tenant consents that the Landlord or his Agent may advise the council and service suppliers of the Tenant's responsibilities and for the council and service suppliers to advise the Landlord or his Agent of any details relating to the accounts at the termination of the tenancy.

Where internet services are provided as a free inclusion to this Tenancy Agreement, The Landlord or his Agent do not accept that any interruptions or failures to the service provided be subject to compensatory claims.

3.7 Not to assign, underlet, charge or part with or share possession or occupation of the Premises or any part thereof.

3.8 To use the Premises as a private dwelling house only. This means the Tenant must not carry on any profession, trade or business at the Premises and must not allow anyone else to do so.

3.9 Not to smoke within the property, use or keep any illegal drugs on the Premises nor use the Premises for any illegal or immoral purpose.

3.10 Not to do or permit or suffer upon the Premises or any part thereof any sale or auction or any illegal; or immoral act or thing which may cause nuisance or annoyance or cause damage to the Landlord or the occupiers of any part of the Premises or of any adjoining or neighbouring Premises, or which may render any increased or extra premium for the Premises or make void any policy for such insurance.

3.11 Not to damage, injure or make any alteration or addition to the Premises, the fixtures, fittings, furnishings or effects nor to allow visitors to do the same. This includes the installation of alternative internet services where this facility has been provided by the Landlord.

3.12 To notify the Landlord or his Agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the Property which be, or might reasonably be expected to become a hazard or danger to life or limb or to the fabric of the Property itself. The Tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage. The Tenant shall permit the Landlord or persons working on behalf of the Landlord to enter the Premises to undertake works associated with completing repair.

3.13 To test, at regular intervals, any battery-operated smoke alarms fitted in the Property and to replace any battery In an alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord or his Agent.

3.14 To keep the interior of the Property and all Fixtures and Fittings in the same state of repair, order, preservation, condition and cleanliness as at the commencement of the tenancy (fair wear and tear excepted). The tenant must take reasonable and proper care in the use of the Property, its Fixtures and Fittings and not to deliberately damage or alter the Property, its décor, Fixtures and Fittings either internally or externally. Where damage occurs, the landlord will charge for the restoration of the property Fixtures and Fittings to its former state.

The Agent will conduct quarterly inspections of the property on behalf of the Landlord to ensure that it is being maintained by the Tenant to a satisfactory standard. Should any damages or defects be found, where deemed to be caused by the tenant, the Landlord will invoice for any costs necessary in order to carry out remedial/repair works.

To ensure that all refuse is removed from the Property to keep a good standard of hygiene at all times and that all refuse and other waste is placed in bins provided at the site.

3.15 To pay the cost of any damage to the property, it's furniture fixtures, fittings and equipment, to pay for any losses of furniture, fixtures, fittings or equipment, to pay for any cleaning required where standards are deemed unacceptable by the Landlord and/or Westmanor Student Living. For the avoidance of doubt, tenants will be charged individually where damage or losses occur for both internal and external areas and these can be attributed to an individual or to a tenants room. Where damage or losses occurs within a communal area and individual responsibility cannot be ascertained, the tenants having access to the areas will be charged jointly. Tenants are responsible for the actions of their guests and will be charged for damage or losses where these occur as a result of personal visitors.

3.16 To take care to replace or have replaced as appropriate, light bulbs, florescent tubes, fuses etc. as and when necessary during the tenancy and to ensure that all light bulbs, florescent tubes and fuses are in place and in working order at the end of the tenancy.

3.17 Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the Property.

3.18 To inspect the Premises on the first day of the tenancy and agree the condition of the Premises by signing and returning an Inventory record for the Premises.

3.19 Not to alter or install any locks on any doors or windows in or about the Premises or have any additional keys made for the locks without prior consent of the Landlord. In the event of the keys of the Premises being lost by the Tenant or by any party on behalf of the Tenant, the Tenant shall be liable for the cost of replacing the locks to the Premises including costs for the supply of replacement keys for the same to the Landlord, the Landlord's Agents and other residents of the building (if appropriate).

3.20 To keep wall decorations in good order and not to permit or suffer upon the Premises the use of Blu Tac or tape or any other adhesive substances on such surfaces. The Tenant may be held responsible and invoiced by the Landlord for the cost of redecoration where such damage is deemed to have been caused by the Tenant.

3.21 To 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, and/or its Fixtures and Fittings.

3.22 To undertake the tenancy with due regard for safe practices so as not to cause undue risk of damage to the Premises or its neighbours. The use of candles, incense burners, Shisha pipes & chip pans are expressly prohibited.

3.23 Where any television or other apparatus capable of receiving a television signal (whether provided by the Landlord or by the Tenant) is used within the premise, it is the Tenant's responsibility to acquire the necessary license which is applicable for the appliance. Where the appliance is provided by the Landlord and located in the communal area of the accommodation, all Tenants are jointly responsible for the acquisition of an appropriate television license.

3.24 To pay the Landlord on demand on a full indemnity basis any legal or professional costs incurred by the Landlord in the determination of this Agreement and any legal proceedings arising by breach of the Tenant. If there shall be such a breach by the Tenant of any obligation hereunder then the Landlord may re-enter upon the Premises and determine the tenancy without prejudice to the other rights and remedies of the Landlord.

3.25 Not to allow into the drainage system any items or substances that may cause it to become blocked.

3.26 Not to take into, use or keep in the Premises, any heater or like object which requires paraffin or other flammable liquid or gaseous fuel.

3.27 Not to keep or permit to be kept any petrol or other inflammable substances in or about the Premises.

3.28 Not to keep any bird, animal or other living creature within the Premises.

3.29 Not to exhibit or place any notice, sign or advertisement so as to be visible from outside the Premises.

3.30 Not to cause a noise nuisance to other residents or to neighbouring properties at any time whatsoever.

3.31 The Tenant is expected to provide themselves with adequate insurance for personal possessions and effects, accepting that the Landlord has no liability whatsoever for the same and to provide adequate insurance to cover all losses due to theft, fire, accidental damage or other risks to the Landlord's fixtures, fittings, furnishings and effects which occur during the term of this Tenancy Agreement.

3.32 When entering or leaving the Premises and the Building the Tenant will be responsible for ensuring that all locks, bolts and other fittings designed to maintain the security of the Premises are used as intended. The Tenant will also be responsible for their guests and visitors to the Premises in respect of the same.

3.33 To allow the Landlord or persons working on behalf of the Landlord to enter the Premises at reasonable times of the day to inspect its condition and state of repair.

3.34 To allow the Landlord or persons working on behalf of the Landlord or prospective occupiers at reasonable times in the day, to enter upon and view the Premises, if the Landlord or persons working on behalf of the Landlord have given 24 hours notice prior to the Tenant.

3.35 If the Landlord or the Landlord's Agent gives the Tenant any *Breach of Tenancy Notice* in respect of cleaning, safety or repairs required by this Tenancy Agreement or to undertake any other remedial work to keep the Premises in a clean and safe condition, the work must be completed as required by the notice. Where this does not happen, the Landlord or persons acting on their behalf are entitled to enter the Premises to undertake the work, the cost of which will be charged to the Tenant and payment is expected on demand.

An on-call security service is available to tenants for lockouts and emergencies. Where the call out is deemed necessary due to the tenants' actions the call out fee will be chargeable to the tenant. There will also be a charge to the tenant where a call out is deemed unnecessary.

#### **4. AT THE END OF THE TENANCY:**

4.1 To leave the fixtures, fittings, furnishings and effects at the expiry of the tenancy in the same places in which they were at the commencement of the tenancy. To yield up to the Premises at the expiry of the tenancy with all fixtures, fittings, furnishings and effects in the same clean state and condition as they were at commencement of the tenancy (reasonable wear and tear accepted)

4.2 To return all keys to the Property (including any new or additional or duplicate keys cut during the tenancy) to the Landlord or his Agent promptly on the last day of the tenancy and to pay the cost of the replacing any lock where such keys are missing. Also, to leave any meter cards and utility keys with the metering equipment in the Property.

4.3 To keep clean to a good domestic standard, the Property, its Fixtures and Fittings, including the cleaning of any carpets, curtains (including net curtains), upholstery etc. which have become soiled, stained or marked during the tenancy.

4.4 To remove the entire Tenant's refuse and rubbish from within the Property and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the Tenant. To remove all the Tenant's belongings, property, personal effects, foodstuffs or furnishing and equipment from the Property on or before the last day of the tenancy

4.5 At the end of the tenancy period, it is the responsibility of the Tenant(s) to ensure that final meter readings are supplied to the utility companies and a copy of the same provided for the Landlord's Agent within five working days of the tenancy expiry date.

4.6 To pay the costs (including solicitors costs and surveyors fees) incurred by the Landlord in connection with any notice served under section 146 or 147 of the Law of the Premises Act 1925 requiring the Tenant to remedy a breach of covenant notwithstanding forfeiture may be avoided otherwise than by relief granted by the court.

4.7 Following the termination of the tenancy, the Landlord may remove, store, sell or otherwise dispose of any goods which the Tenant fails to remove from the Premises. The Landlord shall be entitled to invoice such costs as he/she reasonably incurs in the disposal of Tenant's goods which have not been properly removed by the Tenant.

4.8 At the end of your tenancy the Agent will conduct an end of tenancy inspection and will inform the tenant via email as soon as is reasonably practicable following the end of the tenancy if the landlord proposes to invoice for any damages for the following; cleaning costs, Mattresses, Carpets/Flooring, Worksurfaces and any other damages not deemed as wear and tear.

The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses above.

#### **5. PROVIDED THAT and IT IS AGREED AS FOLLOWS:**

The landlord is entitled to terminate this tenancy agreement including during the fixed term of the tenancy and will serve a section 8 notice upon the tenant and thereafter will apply to the court for a possession order to evict the tenant if

- a) any instalment of the rent is not received in full within 28 days of the due date or subsequently when formally demanded by Westmanor Student Living.
- b) In the event of any breach of the terms detailed within this Agreement.
- c) If the Tenant becomes bankrupt or an interim receiver of his property is appointed

The Landlord may re-enter the Premises or part thereof in the name of the whole and immediately thereupon the tenancy shall absolutely determine without prejudice to any other rights or remedies of the Landlord for the antecedent breach.

6. This Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to tenancy.

7. The Landlord hereby agrees with the Tenant that the Tenant paying rent and performing all the agreements by the Tenant herein contained may quietly possess and enjoy the Premises during the term of the tenancy without any unlawful interruption from the Landlord or persons acting on behalf of the Landlord, excepting those procedures referred to herein, or permitted by law.

8. For the purpose of section 48 of the Landlord and Tenant Act 1987 the address at which any Notices may be served on the Landlord by the Tenant is as follows: Westmanor Student Living, 36 Grange Lane, Leicester, LE2 7EH until the Tenant is notified in writing to the contrary.

9. If the Premises is subject to a mortgage granted before the beginning of the tenancy, the provisions for the recovery of possession by a mortgagee in ground 2 of schedule 2 of the Housing Act 1988 apply.

10. If the Premises burns down or the Tenant cannot live in it because of fire damage, the rent will cease to be payable until the Premises is rebuilt or repaired so that the Tenant can live there again.

By signing this agreement, I can confirm I have read and understood the contents and expectations of this tenancy

**TENANT DETAILS**

(Please complete in BLOCK CAPITALS)

Name: \_\_\_\_\_

Home address (including postal code):

*First Line* \_\_\_\_\_

*Second Line* \_\_\_\_\_

*Town/City* \_\_\_\_\_

*Country* \_\_\_\_\_

*Postal Code* \_\_\_\_\_

Home Tel: (Inc area code) \_\_\_\_\_

Mobile Tel: \_\_\_\_\_

Email Address: \_\_\_\_\_

Student Number: \_\_\_\_\_

Nationality: \_\_\_\_\_

**TENANT'S SIGNATURE**

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**WESTMANOR STUDENT LIVING SIGNATURE**

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Date        /        /

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