

SANGHA HOUSE & SANGHA HALLS

LEICESTER & DE MONTFORT UNIVERSITY STUDENT ACCOMMODATION

ASSURED SHORTHOLD TENANCY AGREEMENT

This document is an Assured Shorthold Tenancy under the Housing Act 1988. The tenant understands that the Landlord will be entitled to recover possession of the premises when the tenancy period ends.

In consideration of the Landlord entering into this agreement the Guarantor agrees to guarantee the obligations of the tenant contained in this agreement.

The Landlord lets the premises to the tenant at the rent for the tenancy period on the standard letting terms set out in this tenancy agreement as varied or supplemented by any Special Letting Terms

The Landlords name and address set out above are to be used by the tenant for all notices (including those in legal proceedings) until the Tenant receives written notification of a different name or address for Landlord.

DATE:

PARTIES;

1. THE LANDLORD

Sangha Developments, 29 Lamborne Road, Leicester LE2 6HP

2. THE TENANT

Name

Address

3. THE GUARANTOR

Name

Address

PROPERTY:

Sangha House, 37 Newarke street, Leicester LE1 5SP

Sangha Halls, 17a Guildhall Lane, Leicester LE1 5FQ

Flat Room no. Studio

Flat common Parts The common parts of the flat within which the room is located including the kitchen\living\dining area and corridor.

Building common The entrance halls, landings, staircases, lift, laundry room, parts
communal lounge and any other parts of the building which are intended to be or are capable to be used by the tenant in common with other occupants of the building.

RENT £ PER WEEK

RENT DUE 1st instalment due for £

2nd instalment due for £

3rd instalment due for £

4th instalment due for £

DEPOSIT £250 for ensuite bedroom

£400 for studio

On commencement of the tenancy this will be deposited with Deposit Protection Service whose details can be found at www.depositprotection.com

TENANCY * 50 weeks starting ending
* weeks starting ending

I confirm I am a student in full time higher education

Sangha Developments agrees to let the room to me together with with the shared use of the shared area and in the case of studio with sole use of the internal area

- On an assured shorthold tenancy
- At the stated rent
- For the stated tenancy period and
- Subject to the tenancy conditions set out on the following pages

I agree to take the room together with the shared use of the shared area of the flat in the case of en suite bedroom and with the sole use of the whole studio area in the case of studio. Any references to shared common areas within flats relates to ensuite bedrooms only.

- On an assured shorthold tenancy
 - To pay the stated rent
 - For the stated tenancy period
 - Subject to the tenancy conditions set out on the following pages
 - I will have paid a reservation fee when reserving my room which will become my tenancy deposit at the start of the tenancy and is non refundable if I do not take up the tenancy or the tenancy is terminated earlier than contracted end date
 - I understand I am responsible for ensuring my guests and visitors comply with all obligations and restrictions in this tenancy agreement that apply to me and for the cost of any damage caused by my guests or visitors. I agree also to be bound by the House Rules together with any revisions to this that may be made for the safety and comfort of residents and proper management of the building
- I have read this tenancy agreement and understand and agree to be bound by its terms.
I have had the opportunity to take independent advice
I understand that I will not be released from any obligation (including payment of rent) until the end of the tenancy period.

SIGNED BY THE LANDLORD
Print Name

SIGNED BY THE TENANT.....
Print Name

SIGNED BY THE GUARANTOR
Print Name

WITNESSED BY
Print Name

STANDARD LETTING TERMS

GENERAL

1. Reference in this agreement to the Landlord shall include the Landlords Agent and other representatives.
2. Where two or more persons are together the Landlord, the Tenant or the Guarantor they are responsible for their obligations jointly and individually.
3. Clause and paragraph headings are for convenience only and shall not affect the construction of this deed.

RENT DEPOSIT AND OTHER PAYMENTS

The tenant agrees :

- a) To pay the Landlord for the duration of the tenancy period (notwithstanding the fact that the Tenant may cease to occupy the premises during this time for whatever reason) the rent.
- b) If the instalments of the rent are not paid on or within 14 days of due rent dates then the Landlords administration charge of £30 will become payable and for each further contact that is required to obtain payment a further £30 will be charged. Payment of the rent instalments should be made by sending postdated cheques at the time of reservation as per the details on page one. Any rent cheques returned unpaid by the bank will incur a charge of £30
- c) To reimburse the Landlord immediately on demand in respect of any costs or charges payable by the Landlord as a result of any payment payable by the tenant not being duly honoured or being made after the due date for payment under this agreement.
- d) To pay the landlord a Reservation Fee on or prior to the date of this agreement which sum may be used by the Landlord towards the satisfaction of any liabilities of the Tenant to the landlord arising from any breach or default by the Tenant in the performance of its obligations in this Tenancy Agreement, including failure to take up residence or any failure to deliver up vacant possession at the end of the tenancy period: Any loss suffered by the Landlord as a result of any communal damage caused to the Premises, the common parts of the flat , the common parts of the building itself or any individual room caused by an individual, group of residents or their guests; Any loss suffered by the Landlord as a result of any non payment of rent; costs incurred by the Landlord in respect of replacing lost keys\entry devices.

- e) If during the tenancy the Deposit falls below the deposited sum as a result of deductions made by the Landlord due to default charges being incurred the tenant will immediately pay any shortfall to the Landlord to ensure the Deposit remains in full for the duration of the tenancy.
- f) The tenant will promptly pay any Council Tax or similar tax (if applicable) in respect of the premises or its occupants for the tenancy period and any charges for services arranged by the Tenant with the Landlords permission that are not provided by the Landlord and included in the rental charge. If the Tenant is exempt from paying any Council Tax then an exemption certificate must be obtained and provided to the Local Authority within a calendar month of the tenants occupancy. Any charges payable by the Landlord due to the failure to provide this become payable by the Tenant.
- g) The rental charges include the cost of the Landlord providing gas, electricity, water and internet facility to the premises.
- h) The tenant is responsible for obtaining a television license for any television installed within the flat common area or their individual room and for insuring their own personal belongings as we are not under any circumstances able to accept any claims for loss or damage to personal belongings
- i) I will allow the landlord, its managers or contractors access to the flat and bedroom/studio at reasonable times on not less than 24 hours notice (except in an emergency) to carry out repairs, to show the flat to prospective tenants and to inspect the condition of the area.

TERMINATION

The Landlord may (by written notice to the Tenant) terminate this tenancy agreement if:

- 1) The Tenant shall fail to pay any instalment of rent in accordance with the terms of this tenancy agreement or
- 2) The Tenants status as a registered student shall terminate or be suspended for any reason whatsoever or
- 3) The Tenant is in breach of any obligations contained in this Tenancy Agreement whereupon the Tenant shall vacate the Premises forthwith but shall not be entitled to any refund of the rent or
- 4) The tenant commits any offence or behaves in a manner which causes nuisance to other persons or endangers the premises, common parts of the flat, common parts of the building or the building itself or
- 5) The Tenant or guests of the Tenant indulge in the use of Banned Drugs or drunkenness, uses violent and or threatening behaviour, uses any part of the building for unlawful purposes or to carry out any business activity.

THE EFFECT OF SUCH TERMINATION WILL BE TO END THE TENANCY PERIOD BUT WILL NOT RELEASE THE TENANT FROM THE OUTSTANDING OBLIGATIONS OF THE TENANCY.

GUARANTOR

The Guarantor unconditionally guarantees due payment of all money payable to the Landlord under this agreement within the time periods set out within this agreement and the Guarantor agrees to pay to the Landlord immediately on written demand any money so payable. The Guarantor also understands that in the event the Tenant wishes to leave prior to the end of the tenancy agreement the tenant will remain responsible for the rent (whether the Tenant has student status or not) on the bedroom as set out in this tenancy agreement until the end of the tenancy UNLESS the Tenant finds a replacement Tenant to take over the tenancy agreement, subject to the Landlords approval, then the Tenants obligation for the rent on the bedroom will cease only after the suitable replacement has agreed and signed a new tenancy agreement to take over the tenancy of the bedroom and only from the start date of any new tenancy on the bedroom. The Guarantor also understands that deposit refund is not applicable.

LANDLORDS OBLIGATIONS

Throughout the tenancy period the Landlord will:

- a) Give the tenant exclusive uninterrupted occupation of the bedroom and the right (shared with others) to use the flat common parts and building common parts during the tenancy period for so long as the Tenant complies with the Tenant obligations under this tenancy agreement.
- b) Use all reasonable efforts to arrange for any damage or repair to be carried out promptly and refund to the Tenant any rent paid for any period in which the property is uninhabitable or inaccessible as a result of any such damage save where loss of rent is not recoverable under the Landlords insurance policy by reason of the tenants action. May in order to carry out emergency repairs offer alternative suitable short term accommodation.
- b) Use all reasonable endeavours to arrange for the building common parts to be kept clean and adequately lit.

TENANTS OBLIGATIONS

Throughout the tenancy period the Tenant will:

- a) Comply with the Landlords rules and obligations as set out attached

- b) To report the loss of any keys or access items to the bedroom or building immediately to the Landlord and on termination of the tenancy agreement to immediately return all such keys or access items to him .
- c) To allow the Landlord access to the bedroom at any time for the purpose of inspection and the carrying out of repairs, maintenance, and cleaning of the premises, the flat common parts, the building common parts and the building itself.
- d) To keep in a clean and tidy state the bedroom and common parts of the flat.
- e) Not to use the bedroom other than as private living accommodation.
- f) Not to share the occupation of the bedroom or any part of it nor to do or cause anything to be done whereby the occupation of the bedroom is shared with any other person (except other authorised tenants of the building) and not under any circumstances sublet any part of the building or bedroom.
- f) Not to have overnight visitors longer than two consecutive nights. Provided that the Landlord shall have right to refuse entry to any visitor in its absolute discretion where such visitor has previously caused the tenant to breach or the Landlord reasonably considers may cause the Tenant to breach the terms of this agreement.
- g) Not to permit or allow to suffer to be done to the bedroom anything which may be a nuisance or annoyance or cause any discomfort or inconvenience to the Landlord or other residents in the building and in particular not to make nor permit to make any loud noise between 2300 hours and 0800 hours.
- h) To keep and deliver up the bedroom and Landlords furnishings, contents, appliances and effects in a good, clean and tidy condition (fair wear and tear excepted) and not to remove any of the said items from the bedroom\flat and if at the termination of the tenancy agreement either the bedroom, said furnishing and effects are damaged or lost to pay the Landlord on demand the value of such loss or damage.
- i) Not to make any additions or alterations to the bedroom or flat or alter any decorations.
- j) To keep the bedroom and flat in a clean tidy and proper condition at all times and to dispose of all refuse in accordance with the directions made by the Landlord in this regard.
- k) Not to keep any animals including birds, fish, reptiles, insects or mammals in any part of the building.
- l) Not to erect any external television aerial for any television sets used at the building and to hold a current tv license for any television held in the bedroom or within your flat
- m) Not to use or permit to be used any electrical fires, gas fires, paraffin heaters or cooking appliances other than those provided by the Landlord and to observe fire and safety precautions at all times. Not to wedge or jam open any fire door within the building in particular the kitchen door.
- n) To be responsible for any injury, loss or damage caused by malfunction of equipment or electrical appliances owned or brought into the building by a resident or guest of resident.
- o) Not in any way to misuse any fire alarm or fire safety appliances at the building and to respond immediately if the fire alarms at the building are sounded and follow the fire procedure within the building.
- o) Not to take inside any part of the building bicycles or motorcycles instead to park them in the designated area.
- p) Immediately to give notice to the Landlord or their representative of any failure of water, gas, electricity, drainage or other services at the premises.
- q) Not to do or permit to be done in the building anything or act whereby the insurance policy of the building may become void or voidable or whereby the premium thereon may be increased. Not to have candles, incense sticks, woks, deep fat fryers, chip pans or similar equipment or oil lamps\burners in the building. Should the premises suffer from fire damage caused by breaches of these terms and\or negligence of the tenant, the tenant will be responsible for the repayment of the excess payable on the Landlords buildings or contents insurance or the full cost of the repair whichever is the lower value.