

TENANCY AGREEMENT

This tenancy is not intended to create an assured shorthold tenancy, as it has been granted by a specified educational institution within the meaning of paragraph 8 of Schedule 1 to the Housing Act 1988

THIS TENANCY AGREEMENT IS MADE BETWEEN:

(1) The University of London ("the University")

and

(2) ("the Tenant")

and

(3) ("The Guarantor")

In respect of: ("The Property")
together with the fixtures, furniture and effects in the Property as set out in the inventory produced by the University for the Tenant

For the period from to ("The Tenancy Term")

At a rent of £ per week, which equates to an average rent of £..... Per month ("the Rent")

Payable in advance by monthly payments on the day of each month

The first payment is to be made on the day of next.

"The Deposit": The sum of £..... receipt of which the University acknowledges.

Where the Property is a flat contained within another building, **"the Building"** means the block of flats or converted house of which the Property forms part including any common parts, forecourts, parking areas gardens and land held with it.

Notices (including notices in proceedings) must be served on the University by the Tenant at the following address in England or Wales (Notice under section 48 of the Landlord and Tenant Act 1987):

ADDRESS:

Student Homes, University of London Housing Services, 4th Floor, Student Central, Malet Street, London, WC1E 7HY

GENERAL CLAUSES

1. In this agreement, references to his or he should be read as his/her or he/she.
2. Each tenant who has signed this agreement is jointly and severally responsible for all the tenancy obligations (this means that **each** individual is legally responsible for **all sums due** and all **promises** made under the tenancy and not just a proportion or a promise broken by that individual).

3. The University is a specified educational institution within the meaning of Paragraph 8 of Schedule 1 to the Housing Act 1988 and the tenancy granted by this agreement is not an assured shorthold tenancy. There is no obligation on the University to protect the Deposit in a government approved scheme and no statutory periodic tenancy will arise at the end of the Tenancy Term.

AGREEMENT TO LET

4. The University lets and the Tenant takes the Property for the Tenancy Term at the Rent payable above.

OWNERSHIP AND PERMISSIONS TO LET

5. The University warrants that it is legally entitled to grant this tenancy and that it has obtained the appropriate consent from its superior landlord.
6. The University agrees to pay all rents or other sums due to any superior landlord for the duration of the Tenancy Term.

THE UNIVERSITY'S OBLIGATIONS

7. The University agrees:

Possession

- 7.1. To give the Tenant possession of the Property in good repair and in a habitable condition at the start of the Tenancy.

Non Disturbance

- 7.2. Not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

Racial and other harassment

- 7.3. Not to commit or allow any contractors or agents to commit any form of harassment on the grounds of race, colour, age, religion, sex, sexual orientation, gender assignment or disability which may cause offence to the Tenant or the Tenant's sub-tenants or visitors.

Repair of structure and exterior

- 7.4. To keep in good repair the structure and exterior of the Property including:
 - 7.4.1. drains, gutters and external pipes
 - 7.4.2. outside walls, outside doors, windows, including necessary external painting and decorating
 - 7.4.3. internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards
 - 7.4.4. pathways, steps or other means of access
 - 7.4.5. plasterwork
 - 7.4.6. integral garages and stores
 - 7.4.7. boundary walls and fences

Repair of common parts

- 7.5. To take reasonable care to keep any common entrances, halls, stairways, lifts, passageways and any other common parts including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Property.

Repair of installations

- 7.6. To keep in good repair and proper working order any installations provided by the University or its superior landlord for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:
 - 7.6.1. basins, sinks, baths, toilets, flushing systems and waste pipes
 - 7.6.2. electric wiring including sockets and switches, gas pipes and water pipes
 - 7.6.3. water heaters, fireplaces, fitted fires and central heating installations

Repair of appliances

7.7. To keep in good repair and proper working order any mechanical or electrical appliances listed in the Inventory (for example, this may be the washing machine, TV, vacuum cleaner).

Infestations and mould

7.8. To keep the Property free of infestations and mould at all times, provided that the University shall not be responsible for problems of this nature resulting from failings of the Tenant or the Tenant's sub-tenants or visitors.

Gas Safety

7.9. To comply with the Gas Safety (Installation and Use) Regulations 1998 by ensuring that all gas appliances flues and installation pipe-work in the Property are checked by a Gas Safe-registered installer on an annual basis and that a record is kept stating the defects found (if any) and the remedial action taken and that the Tenant receives a copy of the Gas Safety Record before the Tenant takes up occupation.

Electrical Safety

7.10. To produce to the Tenant a current inspection report of the electrical installations in the Property carried out by an NICEIC-registered electrician ensuring that all remedial works are carried out and certified by an NICEIC-registered electrician before the Tenant takes up occupation.

Furniture and furnishings

7.11. To ensure that all furniture and furnishings provided comply with the Furniture and Furnishings (Fire) (Safety) Regulations, 1988 (as amended).

Damage to the Property

7.12. If the Property becomes or any part of it is damaged by reason of any fire, flood or other disaster, or by breach of the University's obligations under the Tenancy, whether from within or outside the Property, the Tenant's liability for rent, or a fair proportion of it, shall cease and shall not recommence until all necessary remedial works are completed so as to make the Property or the affected part fit for habitation. Any such reduction in rent shall not affect any other right to compensation that the Tenant may have. This provision does not apply where the damage is caused because of any act or failing of the Tenant or the Tenant's sub-tenants or visitors.

Provision of a telephone line

7.13. To ensure that a telephone line is connected physically to the Property, although the Tenant shall be responsible for reconnecting the telephone service and for paying for its use during the Tenancy Term.

Provision of tools

7.14. To provide the Tenant with a vacuum cleaner, garden tools (if there is a garden) and other devices to enable the Tenant to fulfil the obligations in relation to cleaning and gardening below.

House in Multiple Occupation (HMO) Licensing

7.15. Where applicable, to apply for and obtain a relevant HMO licence from the local authority and to provide the Tenant with a copy.

THE TENANT'S OBLIGATIONS

8. The Tenant agrees:

Possession

8.1. To take possession of the Property at the start of the Tenancy.

Rent

8.2. To pay the Rent in advance on the day of the month specified on Page 1 of this agreement.

Council tax

- 8.3. To pay any council tax that falls due at any stage of the Tenancy after appropriate exemptions have been claimed.

Water, gas and electricity and telephone charges

- 8.4. To pay a reasonable proportion of the water, gas, electricity and telephone charges consumed by or supplied to the Property during the Tenancy Term, including all standing charges and VAT, or a proper proportion of the charges, assessed according to the Tenancy Term.

Use of property

- 8.5. To use the Property for residential purposes only, it being a requirement of the Tenancy that the Tenant must pursue a full time course of study provided by the University of London at all times during the tenancy.
- 8.6. Not to operate a business at the Property.
- 8.7. Not to use the Property for any illegal or immoral purpose.
- 8.8. To refrain from smoking, or allowing any guests or visitors to smoke, within the property or at any of the open windows of the property.

Nuisance

- 8.9. Not to cause or allow any of the Tenant's sub-tenants or visitors to do anything likely to cause alarm, nuisance or annoyance to the University or to the Tenant's neighbours. In particular:
- 8.9.1. Not to play or allow to be played any audio equipment or musical instrument so loudly that it causes a nuisance or annoyance to neighbours at any time
- 8.9.2. To use the shared parts of the Building quietly and co-operatively.

Racial and other harassment

- 8.10. Not to commit or allow the Tenant's sub-tenants or visitors to commit any form of harassment on the grounds of race, colour, religion, age, sex, sexual orientation, gender assignment or disability which may cause offence to any other tenants, visitors or neighbours, or staff of the University or its agents or contractors, or the superior landlord or its agents or contractors.

Notices received

- 8.11. The Tenant shall immediately forward to the University any notices received by the Tenant that relate to the Property.

Improvements and alterations

- 8.12. Not to make improvements, alterations or additions to the Property, including the erection of a television aerial, external decoration and additions to or alterations to the University's installations, fixtures and fittings.
- 8.13. Not to bring into the Property paraffin heaters or portable Calor gas heaters.

Damage

- 8.14. Not to damage the exterior, structure or any part of the Property.

Risk of fire or other peril

- 8.15. Not to do anything that will increase the risk of fire, flood or other damage or danger to the Property.

Garden

8.16. To care for the garden, if any, and not to damage the garden or fences, subject to the University providing and maintaining appropriate garden tools for this purpose.

Pets

8.17. Not to keep any animals, fish, reptiles or birds in the Property.

Interior

8.18. To keep the interior of the Property in good and clean condition, subject to the University providing and maintaining a vacuum cleaner and other appropriate implements for this purpose.

8.19. Where the Tenant fails in complying with the above cleaning obligation, the University may do so and recover a fair proportion of the cost from the Tenant.

Fixture and fittings

8.20. Not to damage the fixtures, furniture and effects in the Property as set out in the inventory, nor remove them from the Property.

Minor maintenance

8.21. To carry out small tasks of maintenance within the Property, for example to empty the vacuum cleaner and replace its filters, to replace and change light bulbs, clean the insides of all windows and the outside of ground-floor windows, to clean, maintain and keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns, outside drains from the Tenant's waste, leaves, etc.

Common parts

8.22. To make good any damage to the Property or to the fixtures, furniture and effects or to the common parts caused by the Tenant, or any sub-tenant or visitor of the Tenant to the Property, fair wear and tear excepted, and to pay any costs incurred by the University in carrying out such works in default.

Reporting disrepair

8.23. To report to the University any disrepair, defect or failure in respect of the Property, the fixtures and fittings or mechanical or electrical appliances. The email address to which reports should be made is student.homes@london.ac.uk and the telephone number is 020 7664 4836.

Access

8.24. To allow the University, its superior landlord, agents or contractors access at all reasonable hours of the daytime to inspect the condition of the Property or to carry out repairs or other works to the Property or to carry out maintenance of the appliances. (The University will normally give at least 24 hours notice but the Tenant will give immediate access in an emergency).

8.25. To allow the University and/or its superior landlord access to enter and view the property with prospective tenants at all reasonable hours. (The University and/or its superior landlord will normally give 24 hours notice).

Assignment and sub-letting

8.26. To obtain the University's written consent (which the University must not withhold unreasonably) to any assignment or subletting of the tenancy or to parting with possession of the whole or any part of the Property. The assignment, subletting or parting with possession should be in writing by means of a document signed by the University, the Tenant, the Guarantor and the assignee or sub-lessee.

Lodgers

8.27. The Tenant may take in persons as lodgers after obtaining the University's written consent (which the University must not withhold unreasonably) provided that:

8.27.1. The Property does not become statutorily overcrowded;

- 8.27.2. The lodger is a student at a specified educational institution;
- 8.27.3. Before taking in any lodger and when seeking consent, the Tenant will inform the University of the name, age and sex of the intended lodger and of the accommodation they will occupy.

Property left unattended

- 8.28. Whenever the Property is left unattended, the Tenant must fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the premises. The Tenant should notify the University if s/he intends to leave the Property vacant for a period in excess of 14 days and in such a case, the Tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather.

Costs of enforcement

- 8.29. The Tenant must pay the University's reasonable costs, fees, charges, and expenses properly incurred in relation to or incidental to recovery or attempted recovery of arrears of rent or other sums due under this agreement.

RECOVERY OF POSSESSION BY THE UNIVERSITY (FORFEITURE)

- 9. The University's rights to forfeit the tenancy arise under this clause if and whenever during the Tenancy Term:
 - 9.1. the Rent is unpaid for 21 days after becoming due, whether formally demanded or not; or
 - 9.2. there is a breach by the Tenant of any obligation or other term of this agreement; or
 - 9.3. the Property is left unoccupied for more than 28 days continuously otherwise than by prior agreement with the University; or
 - 9.4. the Tenant ceases to pursue a course of study provided by the University or any other institution which is a specified educational institution within the meaning of the Paragraph 8 of Schedule 1 to the Housing Act 1988.
- 10. If and whenever during the Tenancy Term any of the events referred to in clause 9 occurs, the University may start court proceedings to obtain a court order to recover possession from the Tenant and re-enter the Property subject:
 - 10.1. in the case of unpaid rent to the Tenant's right to relief on payment of the arrears and costs; and
 - 10.2. in the case of a breach of any obligation other than to pay rent, to the University's obligations to serve notice on the Tenant specifying the breach complained of, requiring its remedy if it is capable of remedy, and requiring the Tenant to pay compensation in any case, and to allow the Tenant a reasonable time to remedy a breach that is capable of remedy.

Effect of order for possession

- 11. On the making of a court order for possession the tenancy created by this agreement shall cease absolutely, but this shall not affect any rights or remedies that may have accrued to the University against the Tenant or against the Guarantor or to the Tenant against the University in respect of any breach of this agreement, including the breach in respect of which the possession is ordered.

Other ways of ending the tenancy

Expiry

- 12. The tenancy will end automatically at the end of the Tenancy Term.

Abandonment

- 13. If 21 days rent is owing, whether demanded or not, or the Tenant has breached any of the terms of this agreement, then the University shall be entitled to end the Tenancy 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 University exercises this right of forfeiture, it shall be without affecting the other rights and remedies of the University.

Moving out

14. The Tenant will give the University vacant possession and return the keys of the Property at the end of the Tenancy Term and will remove all furniture owned by the Tenant, personal possessions and rubbish and leave the Property and the University's fixtures and fittings in the same condition, repair cleanliness and places as at the start of the Tenancy, fair wear and tear excepted.

NOTICES

15. The University may serve any notice upon the tenant by posting it or delivering it by hand to the Property.
16. The Tenant may serve any notice upon the University by posting it or delivering it by hand to the address given by the University above.

INVENTORY AND DEPOSIT

Inventory

17. At the start of the tenancy, the University will draw up an inventory. Room by room, all furniture, fittings and effects will be listed and comments made where appropriate about their condition. The Tenant will verify the inventory. The University and the Tenant will then sign the inventory and copies will be kept by each. Where circumstances change, the inventory may need to be altered. Both the University and the Tenant should sign any alterations and copies will be kept by each.

Deposit

18. The deposit is paid to ensure that the Tenant pays the rent, performs the obligations in this agreement (including cleaning and the return of keys at the end of the tenancy) and leaves the Property in the condition it was in at the start of the Tenancy, allowing for fair wear and tear. The deposit shall be the equivalent of one month's rent. It shall be paid to the University or its agent at the start of the tenancy.

Return of Deposit

19. At the end of the tenancy, if there has been a breach of this agreement, the University may make a deduction from the deposit, to cover the cost of the loss caused. If the breach has caused damage in the shared parts of the Property, the University may require the Tenant to pay a reasonable proportion of the cost of the damage. The University will provide details of any deduction made and the Tenant will be offered a dispute resolution procedure if the Tenant feels the deduction is unjustified.
 - 19.1. If the Deposit is insufficient to meet the cost of the damage caused, the Tenant will at the University's written request, pay any additional amount due as a result of the breach.

THE GUARANTOR'S OBLIGATIONS

20. In consideration of the University granting this tenancy to the Tenant, the Guarantor guarantees the payment by the Tenant of the Rent to the University and the performance and observance by the Tenant of the terms of this agreement. In particular:
 - 20.1. If the Tenant defaults in the payment of the Rent for the period of 21 days the Guarantor upon a written request by the University shall pay the Rent that is in arrear;
 - 20.2. If the Tenant defaults in the performance or observance of any of the provisions on the Tenant's part contained in this agreement, the Guarantor shall pay to the University all losses, damages, expenses and costs that it shall be entitled to recover by reason of the Tenant's default, to the extent to which the University is unable to recover them from the Tenant;
 - 20.3. This guarantee shall continue for the duration of this agreement, but it shall not be revocable or discharged by the death or bankruptcy of the Tenant;
 - 20.4. Furthermore, this guarantee shall not be discharged by the University giving the Tenant time in which to pay the Rent or other indulgence in respect of the Tenant's obligations under this agreement;
 - 20.5. If this agreement is assigned with the written consent of the University or is terminated by agreement or by re-entry or disclaimer or otherwise, all future liability on the part of the Guarantor shall cease;

- 20.6. the Guarantor's liabilities shall not be affected by any refusal by the University to accept Rent tendered by or on behalf of the Tenant at a time when the University is entitled to seek a court order for possession of the Property;
- 20.7. the Guarantor's liabilities shall not be affected by any variation of the terms of this agreement made by agreement between the University and Tenant, but no variation is to bind the Guarantor to the extent that it is materially prejudicial to him.

TENANT'S PROMISES TO THE GUARANTOR

- 21. The Tenant shall pay to the Guarantor all losses, damages, expenses and costs that the Guarantor suffers as a result of any breach by the Tenant of the terms of this agreement and/or any claim made by the University under the above guarantee.
- 22. The Tenant accepts that the Guarantor may share any previous and/or forwarding address/ contact details with the University for the purpose of pursuing any debts/ sums owed under this agreement.

SIGNED BY

The UNIVERSITY

Signed on and behalf of the University of London

Name:

Position:

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The TENANTS

Name of signatories:

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The GUARANTOR

Signed on and behalf of

Name of signatory:

Position:

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