

**ASSURED SHORTHOLD JOINT TENANCY AGREEMENT**

Provided under Part 1 of the Housing Act 1988 as amended under Part 3 of the Housing Act 1996.

**A. Main terms of the Agreement**

This agreement is made the day of .....

between:

Elaine Wolf (The Landlord)

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the property if the tenant was not in possession and could be the current landlord or someone purchasing or inheriting the property.

In this agreement, the words 'us', 'our, and 'we' mean the Landlord.

And you, the Tenant as named below, being jointly and separately liable:

Name 1

Name 2

Name 3

Name 4

Name 5

In this Agreement the words 'you' and 'your' mean the Tenant.

The words 'jointly and separately liable' means that if there are two or more tenants, you are each responsible for complying with the agreement's obligations together and individually. We are free to seek to enforce these obligations or claim damages of any amount against one or more of you.

**Property**

The Landlord is letting out the property at (addressxxxxxxxxxxxxxxxxxxxxxx) to you (individually and together) as well as the furniture, fixtures and household belongings that are on a list that will be made available to you before you move in and both you and the Landlord must keep to the terms below.

**Term**

You will have the property for an initial fixed term of 11 calendar months starting on September 1<sup>st</sup> 2023 until July 31<sup>st</sup> 2024.

If, at the end of this time, we have not received from you at least one calendar months' written notice, ending on the last day of the fixed term of the tenancy to terminate the agreement, the tenancy will continue on as a contractual periodic tenancy. The periods of this contractual periodic tenancy shall be the same as those for which rent was last payable under the initial fixed term of the tenancy.

Initial here to confirm you have read this page:

This periodic tenancy will carry on until you have served the required notice in writing to terminate the agreement or we serve the required notice or re-possess the property under a ground set out in Clause F.

To end the contractual continuation tenancy the required notice is written notice to the other party. The notice must end on the last day of a rental period and must be of sufficient length. This means the notice must be at least one calendar month in length.

### **Right to Rent**

It is a condition of this tenancy that you and anyone living in the property must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014.

### **Rent**

The rent in total is £xxxx per calendar month for 11 calendar months.

The first rental payment is due on 1<sup>st</sup> September 2023. After that you must pay rent on the first day of every calendar month while the tenancy lasts. Alternatively following the first payment on 1<sup>st</sup> September 2023, rent can be paid in 3 further instalments as follows: 3 months' rent on 1<sup>st</sup> October 2023, 3.5 month's rent on or before 10<sup>th</sup> January 2024, and 3.5 months' rent on or before 15<sup>th</sup> April 2024. The payment schedule must be agreed with and notified to the Landlord before the start of the Term.

Payment must be made in cleared funds by bank transfer to the bank details notified to you by the Landlord.

The rent includes the provision of gas, electricity, water and wi-fi broadband. There is a policy for gas and electricity which is attached as an appendix to this tenancy agreement and which must be signed by the Tenant and which forms part of this agreement. The rent includes gas and electricity charges only for the use of the Landlord's equipment plus tenants' own personal grooming appliances, tvs, computers, chargers for devices, printers and desk lights. The Landlord does not provide or pay for a TV licence for the property.

### **Permitted Occupiers**

We will let the property to you (individually and together) and only you will be allowed to live there. No one else is allowed to live in the property without our written permission. No children are allowed to live in the property.

### **Security Deposit**

Where a security deposit is required it will be protected in a Government-approved deposit scheme within 30 days of receipt in line with Section E of this tenancy agreement.

### **Contact Details**

If you need to contact the Landlord you can:  
Write to us at: 12 Aymer Road, Hove, BN34GA  
Email us at: [elaine.wolf123@gmail.com](mailto:elaine.wolf123@gmail.com)

Initial here to confirm you have read this page:

Phone or Whatsapp us on: 07973839814

If we need to contact you, we will use the details you provided on the tenant's details form at the time of reserving the property.

## **B. You must do the following:**

### **Rent and Other Payments**

B1. Pay the rent on the days and in the way we agreed.

B2. Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement if you are not exempted. Currently students are exempt from paying Council Tax.

B2. Pay the Landlord all reasonable losses, fees, damage costs and expenses we incur:

- In recovering from you any rent and any other money that is in arrears
- For the service of any notice regarding your breach of any of your obligations under the agreement whether or not the notice results in court proceedings
- For the cost of any bank or other charges if any cheque you have written is dishonoured or if any standing order or any other payment method is withdrawn by your bank
- As a result of your breaches of the agreement or in enforcing any provision of the agreement, including those about seeking possession of the property.

B3. Pay interest at 3% above the Bank of England base rate on any rent or other money due under the terms of the agreement that is more than 14 days in arrears from the due date to the payment date. This rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgement.

### **Utilities**

B4. Inform us if you change supplier where you are responsible for paying a utility.

B5. Not change the supplier where we are responsible for paying a utility.

B6. Not change the utility meters for the property without our written permission. If you do, we have the right to require you to return the meter to its original state at the end of the tenancy at your cost.

### **Use of the property**

B7. Behave in a tenant-like manner.

B8. Take reasonable care of the property and the common parts.

B9. Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters, and channels in or on the property.

B10. Take all reasonable precautions to prevent condensation and mould growth by keeping the property adequately ventilated and heated.

B11. Arrange suitable contents insurance for your own belongings. The Landlord has no liability to insure anything belonging to you.

B12. Repair any damage that was done deliberately or was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property, fixtures and fittings.

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If you do not repair the damage you are responsible for, we can claim the reasonable cost of making good this damage or we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the property (after giving you at least 24 hours' notice) and carry out the work. You will have to pay us for the reasonable cost of this work.

B13. Not use any allocated parking space for any purpose except storing a private motor car, motor bike or bike(s).

B14. Not take a lodger, sublet the property or any part of it, or give up the property or any part of it to someone else. And if you do (even if we have given permission) you will be legally responsible for carrying out all 'right to rent checks' as set out in section 22 of the Immigration Act 2014, on any tenants or other people living in the property. You will pay us compensation for any losses, damages, cost, or fines we face as a result of you failing to carry out any right to rent check correctly.

B15. Not use the property as anything other than a private home. However, this does not prevent you working at home as long as you are not using the property to run a business and your home working is purely incidental to using the property as your private home.

B16. Not harass or act in an antisocial way to, or pursue a course of antisocial conduct against, any person in the neighbourhood. Such people include residents, visitors, us and our agents and contractors.

In particular you must not:

- make excessive noise;
- fail to control any permitted pets properly or allow them to foul or cause damage to other's belongings;
- use the property for illegal purposes;
- vandalise or damage the property or the neighbourhood;
- leave rubbish and recycling in unauthorised places or at inappropriate times;
- harass, threaten or assault any other tenant, member of their household, visitors, neighbours, us our agents, our employees or any other person or people in the property or neighbourhood for any reason. This includes behaviour due to that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief or other status;
- use or carry offensive weapons;
- use, sell, cultivate or supply unlawful drugs or sell alcohol and
- store at or bring into the property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

B17. Not bring into the property any furniture, electrical equipment or other items that might be a hazard or cause damage or injury to the property of its other occupants.

B18. Not bring into the property any dangerous or flammable goods, materials or substances apart from those needed for general household use; or store any heating fuel, paraffin, bottles gas or other gaseous fuel without our written permission.

B19. Not smoke any substance inside the property. To avoid doubt, tobacco or similar stains and smells are not considered fair wear and tear.

B20. Not bring any animals or birds into the property without our written permission. If we grant permission, we can withdraw it at any time if we have good reason.

B21. Not put any damaging oil, grease or other harmful corrosive substance into the washing or sanitary appliances or drains.

B22. Not damage any of the property's common parts.

B23. Not obstruct any of the common parts all of which form part a fire escape route. We or our agents have the right to remove obstructions.

B24. Not to do anything that would lead to the breach of a condition of a local authority licence or a statutory obligation associated with it.

### **Leaving the property empty**

B25. Lock all doors and close all windows whenever you leave the property unattended.

Initial here to confirm you have read this page:

B26. Tell us if the property is going to be empty for more than 7 days in a row.

B27. Not leave the property unattended for more than 28 days in any circumstances.

### **Condition of the Property**

B28. Keep the inside of the property including its contents, fixtures and fittings in the same condition, cleanliness, repair and decoration as at the start of the tenancy (except for fair wear and tear); and do those jobs that you would reasonably be expected to do including cleaning bathrooms, toilets and kitchens.

B29. Tell us as soon as reasonably possible of any defect in the property that comes to your attention.

B30. Replace any light bulbs, fluorescent tubes and batteries promptly and when necessary.

B31. Keep the exterior free from rubbish and recycling and place all rubbish and recycling containers in their allocated place for collection on collection day. Return all containers to their normal storage places as soon as possible after collection.

B32. Take proper care of any shared facilities and clean them after use as appropriate.

B33. Keep the garden tidy and free of rubbish.

B34. Inspect any smoke or carbon monoxide alarms and heat sensors testing them regularly and replacing batteries if needed or advise the Landlord.

B35. Not remove any contents provided as part of the rental agreement from the property without our written permission.

B36. Not make any alteration or addition to the property or the electric, gas or plumbing system or decorate or change the style or colour of the internal or external decoration, or erect or install any aerial, satellite dish or cable television without our written permission (which we will not reasonably withhold). Any request for adaptations, auxiliary aids or services under the Equality Act 2010 must be made in writing to us.

B37. Not damage the property, the fixtures or fittings, the contents or the electric, gas or plumbing system.

### **Letters and Notices**

B38. Forward any notice, order or proposal or legal proceedings affecting the property or its boundaries to the landlord promptly on receipt.

B39. Forward to us all correspondence addressed to the Landlord at the property within a reasonable time or advise the Landlord of it and agree whether it needs to be forwarded.

### **Access to the Property**

B40. Allow the Landlord, our agent or our contractors to come into the property at all reasonable hours of the day to inspect its condition, perform repairs or improvements, or perform any other obligations that we must do by law. We will give you at least 24 hours notice by phone, email, text or WhatsApp if we are going to enter the property.

B41. Let us enter the property in an emergency.

B42. Allow possible new tenants, estate agents, valuers and buyers access to the property during the tenancy with 24 hours notice by email, phone, text or WhatsApp messaging.

### **Keys and Locks**

B41. Permit the Landlord, our agent and our maintenance team to hold a set of keys to enter the property in an emergency.

B42. Not change any door locks or have duplicate keys cut without our written permission.

B43. Pay the reasonable costs for replacing locks if you fail to return any key or other security device necessary for gaining entry to the property or if you lose your keys.

### **Occupier's Liability**

B44. Verify the suitability of the property for you in respect of any special needs you have.

Initial here to confirm you have read this page:

B45. Take reasonable steps to protect guests and other visitors (especially children) from any hazards at the property.

### **C. The Landlord Agrees to:**

- C1. Allow you to quietly enjoy and possess the property during the tenancy without interruption from us.
- C2. Pay all assessments and outgoings regarding the property that are our responsibility
- C3. Ensure any gas supply and appliances comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- C4. Ensure that the property's electrical installations comply with the Electrical Safety Standards in the Private rented Sector (England) Regulations 2020.
- C5. Ensure that any furniture and equipment we supply comply with the Furniture and Furnishings (Fire) (Safety) regulations 1988 (as amended)
- C6. Take reasonable steps to ensure that the property complies with the Homes (Fitness for Human Habitation) Act 2018.
- C7. Keep the gas, water, electricity, room-heating and water-heating installations in good repair and proper working order.
- C8. Keep in repair mechanical and electrical appliances that form part of the contents (unless specifically excluded) unless the fault or failure is due to the Tenant's act or failure to act.
- C9. Keep the property insured against fire and other usual comprehensive risks but not contents insurance for Tenants' belongings.
- C10. To provide and pay for a wireless broadband connection and wireless router to the property but not to be responsible for the broadband services or to be responsible if the service provided by the broadband provider is deficient in anyway whatsoever nor to have any further or other liability or responsibility in respect of such wireless broadband connection and router, and the Tenant being solely responsible for communicating with the broadband provider and resolving service problems at the Tenant's sole expense.

### **D. At the End of the Tenancy:**

- D1. You agree to:
- give up the property with full vacant possession;
  - give up the property, the contents and our fixtures and fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish;
  - allow us or our agent to enter the property with a surveyor to perform an inspection;
  - leave the contents in the same position they were in at the start of the tenancy;
  - return to us all sets of keys and pay the reasonable costs of having replacement locks fitted if not;
  - remove all personal belongings including food and other perishable items; and
  - give us or our agent a forwarding address at the end of the tenancy for easy administration and communication between parties, including easy return of the deposit.
- D2. You agree to allow us to erect a 'to let' or 'for sale' sign at the property during the tenancy's last two months'.
- D3. At the end of the tenancy, you will be invited to a check-out inspection at a mutually agreed time to assess the property's condition compared to the original Inventory and Schedule of Condition. If you do not keep this appointment, then you agree to allow us or our agent to inspect the property's condition and this will be final and binding.
- D4. We will remove, store or sell or otherwise get rid of your possessions that you do not remove from the property at the end of the tenancy. We may dispose of any perishable, harmful or unpleasant items that reasonably appear to be waste or refuse. Where there is a cost for the disposal of such items it will be charged to you. For other possessions we will contact you, or make Initial here to confirm you have read this page:

reasonable efforts to contact you and will hold the possessions for a maximum of 14 days while you make arrangements to retrieve your possessions. We are entitled charge you for costs for storing your possessions for this period if required or costs for their disposal.

### **E. The Deposit**

E1. There is no deposit payable for this tenancy agreement .

### **F. Effect of Termination**

F1. Termination of this agreement ends the tenancy but does not release you or your guarantors from any outstanding obligations or from any obligation that you breached before termination.

### **G. Serving Notices and Other Prescribed Information**

G1. If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand or send it to you by first-class post to the property address. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first-class post or left at that address.

G2. You agree that we may serve on you the 'How to rent Guide', Gas safety Inspection Report, Electrical Condition Report, Energy Performance certificate and Prescribed Information regarding the Government-approved deposit scheme if a deposit has been taken.

G3. Any notices you need to serve on us can be sent by first-class post or delivered to us at 12 Aymer Road, Hove, BN3 4GA or emailed to us at [elaine.wolf123@gmail.com](mailto:elaine.wolf123@gmail.com) These addresses may change.

G4. Any notices sent in line with Section G will be treated as received:

- in the case of first-class post, two working days after service;
- in the case of email, on the next working day;
- if the notice is left at the property before 4.30pm on a working day, on the same day;
- if the notice is left at any other time, on the next working day.

G5. If a relevant Local Authority gives Notice or makes an order in respect of the Property, the Tenant shall provide full particulars to the Landlord (or Landlord's Agent) within 7 days. All reasonable steps should be taken to comply with it in consultation with the Landlord (or Landlord's Agent) as is appropriate to the situation.

### **H. Ending the Tenancy**

H1. To end the periodic continuation of the tenancy, you must give us written notice that you intend to leave to the address or email address in Section G.

The notice must end of the last day of the rental period and must be long enough to be considered valid. This means that for a tenancy where you pay rent monthly, the notice period must be at least one calendar month. To avoid doubt, notice served by one of you will end the periodic continuation of the tenancy for all of you.

H2. We have the right to recover possession of the property by lawful means if:

- you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- you (or any of you) become bankrupt;
- any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance);
- the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply.
- the tenancy is not at that time an assured tenancy (including a shorthold) - for example it is no longer the only or main home of the tenant or at least one of them where the tenancy is a joint tenancy.

This clause does not affect your rights under the Protection from Eviction Act 1977.

Initial here to confirm you have read this page:

H3. If you give us notice that you are going to leave the property before the fixed term of this agreement ends, you must pay our reasonable costs for reletting the property and continue to pay rent in advance for each rental period until the new Tenant moves in. We do not have to take back the property or the tenancy from you early unless we want to do so.

H4. We give you notice that the property may be repossessed under ground 1 or ground 2 of Schedule 2 to the Housing Act 1988.

**I. Conditions Specific to a House in Multiple Occupation (HMO)**

I1. You, permitted occupiers, and any guests you bring to the property must not impede us, our contractors or our agent in performing the duties imposed by legislation or a licence condition (if one applies). To avoid doubt, this includes refusing us, our contractors or our agent access at reasonable times to perform management duties.

I2. You must ensure that any rubbish and recyclable waste is stored and disposed of in the appropriate container as instructed by the local authority.

I3. You must inform us if the containers that we or the local authority have provided for waste disposal are insufficient to store all waste at the property

I4. You must give us reasonable information that we, our agent or the local authority require to perform HMO duties.

You must comply with reasonable requests or instructions that we, our agent, or the local authority make to you in performing HMO management duties.

**Signed as an Agreement between us, the Landlord**

**Signature** .....

**Name of Signatory** ELAINE WOLF

**And you, the Tenant**

**Signature**..... NAME 1 ( )

**Signature**..... NAME 2 ( )

**Signature** ..... NAME 3 ( )

**Signature**..... NAME 4 ( )

**Signature**..... NAME 5 ( )

Please read next page and sign the Gas and Electricity Policy which forms part of this Tenancy Agreement

Initial here to confirm you have read this page:



**Elaine Wolf Student Housing  
Utilities Policy  
Tenancy Agreement Sept 1<sup>st</sup> 2023 to July 31<sup>st</sup> 2024  
Relates to: xxxxxxxxxxxx(address)**

This Policy must be signed by all Joint Tenants and forms part of the terms of the Tenancy Agreement.

**General information:**

The rent quoted in the tenancy agreement includes an allowance for the gas and electricity for the duration of the tenancy agreement. There is no reimbursement if the allowance is not used in full.

Tenants are subject to this Policy.

**Gas and Electricity Allowance**

The maximum amount in £ allowed for the 11 months starting 1<sup>st</sup> September 2023 is £2300 (22 Telephone Rd/£2500 all other houses). We expect this amount to be sufficient for you to be warm and comfortable in the property, and we will monitor usage and let you know how your house is doing in relation to the allowance and other houses. We will provide guidance if it looks like you are over-spending to help you remain within your allowance. If your gas and electricity bills exceed the allowance, your landlord reserves the right to apply a Supplemental Charge to cover the amount by which you exceeded the limit. All 5 joint tenants and/or their guarantors will be jointly liable to pay this supplemental charge. This Policy must be signed by all Joint Tenants and forms part of the terms of the Tenancy Agreement.

Please sign below:

We, the undersigned, agree to the terms of this Policy in respect of the Gas and Electricity bills and usage at the above property and understand that any supplement due under this Policy must be paid on demand and forms part of the Tenancy Agreement.

SIGNED:

..... Tenant (                    )  
..... Tenant (                    )  
..... Tenant (                    )  
..... Tenant (                    )  
..... Tenant (                    )  
Dated:.....

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