

Payment Schedule For: _____

Hartley Hall of Residence Ltd, 61A Brantingham Road, Whalley Range, Manchester M16 8PA

NUMBER OF MONTH	Date	Payment	Notes
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____
8	_____	_____	_____
9	_____	_____	_____
10	_____	_____	_____

Please make all payments to the following bank account:

Payment to: **Lloyd's Bank**
 Bank Address: **Market Street, Manchester, M1 1PW, UK**
 Account Name: **Flax and Co**
 Account No: **04769502**
 Branch Sort Code: **30-95-42**
 IBAN: **GB81 LOYD 3095 4204 7695 02**
 BIC / SWIFT CODE: **LOYDGB21004**

PLEASE INCLUDE WITH ALL PAYMENTS, THE FOLLOWING REFERENCE NUMBER:
 (_____)

ASSURED SHORTHOLD TENANCY AGREEMENT

Before entering into this agreement, the tenant should read the following notes:

1. This Agreement is a legally binding document. Signing the same means that the Tenant has read, understands and agrees to be bound by its terms. The Tenants should therefore satisfy themselves that this is indeed the case before signing. The Tenant should be aware that they will be bound for the whole of the Tenancy Period and will not be released from his/her obligation (for example to pay rent) until the Tenancy Period expires.
2. The Landlord lets the property to the Tenant at the Rent for the Tenancy Period on the Standard Lettings Terms set out in this Tenancy Agreement as varied or supplemented by any Special Lettings Terms.
3. In consideration of the Landlord entering into this agreement, the Guarantor agrees to guarantee the obligations of the tenant contained in this agreement.
4. The Tenant should understand that the Landlord will be entitled to recover possession of the Premises when the Tenancy period ends.
5. If someone other than the Tenant pays all or part of the Accommodation Fee to the Landlord directly, whether they are a Sponsor or otherwise, this will not diminish or otherwise affect The Tenant's responsibilities under the Agreement or give rise to any tenancy or other rights benefiting that third party. If the Sponsor does not pay the Accommodation Fee in full, the responsibility for the Accommodation Fee still remains with the Tenant. It will be the Tenant's responsibility to seek repayment of it from the Sponsor.

For the letting of a furnished dwelling on an Assured Shorthold Tenancy under Part I of the Housing Act 1988

THIS TENANCY AGREEMENT IS BETWEEN
--

Landlord/Agent Name: Hartley Hall of Residence Ltd.

Landlord/Agent Address: Hartley Hall of Residence
61A Brantingham Road,
Whalley Range,
Manchester, M16 8PA.

Tenant Name(s): _____

Tenant(s) Address: Room ____, Hartley Hall of Residence, 61A Brantingham Road,
Whalley Range, Manchester, M16 8PA

Address of Premises: Room _____
Hartley Hall of Residence,
61A Brantingham Road, Whalley Range, Manchester, M16 8PA.

Together with the Fixtures, Furniture and Effects therein and more particularly specified in the Inventory thereof signed by the parties (*if supplied*)

Term: A term certain of From and including _____ (Start date)
To _____ (End date)

PAYMENT OF RENT FOR THE PREMISES

It is agreed as follows: The monthly payments for the premises at the date of this agreement shall be:

Net rent: £ _____

All the above elements are recoverable by the Landlord/Lady as rent. The payment of the net rent including any amounts thereto varied hereunder is due **one** month in advance on the ____ day of each month.

RENT DAYS

The ____ day of each calendar month. It should be paid clear of unreasonable or unlawful deductions or set off.

PAYMENT METHOD

Paid by Standing Order or such other means of payment as the Landlord and the Tenant agree.

ADDITIONAL CHARGES

1. **The Rent includes payment for: Electricity, Gas, Water and Broadband.**
2. If all adult occupiers of the property are students, they can claim exemption from Council Tax. If not exempt, the Tenant is liable to pay the Council Tax on the property.
3. The Tenant is responsible for obtaining a TV licence if there is a television at the property, even if the television belongs to the Landlord.

Landlord / AGENT

**Hartley Hall of Residence Ltd.
61A Brantingham Road,
Whalley Range,
Manchester,
M16 8PA**

**Tel: 0161 860 0677
Email: hartleyhall@flaxandco.com**

This is the Tenant's first point of contact for all communications in connection with this tenancy.

KEY COLLECTION AND RETURN

At the start of the term the Tenant must collect the keys from the **OFFICE** and return them at the end of the term to the **OFFICE**.

SECTION B – STANDARD LETTING TERMS**1 INTERPRETATION**

In this Agreement:

- a. Provisions relating to the property apply to every part of it, and the contents, which include all items at the property and the fixtures, fittings and decorations in the property;
- b. The Landlord includes not just the person who initially let the property, but anyone else who acquires the property from the Landlord during the term, and/or manages the property as a Managing Agent during the term;
- c. The headings and notes in this Agreement are for convenience only and are not part of its terms;
- d. The Landlord's rights in this Agreement may be exercised by the Agent and the Landlord's Obligations may be delegated to the Agent, but ultimately it is the Landlord's responsibility to

ensure that the Agent acts legally and responsibly, because the Landlord will be held responsible for the Agent's actions.

2 GRANT OF TENANCY

- 1) The Landlord and the Managing Agent agrees to let the property to the Tenant for the Term at the Rent and on the Terms set out in this Agreement.
- 2) The Tenancy will be an Assured Shorthold Tenancy for renting out rooms individually under the Housing Act 1988 (as amended). The Tenant is notified that the Landlord and the Managing Agent will be entitled to recover possession of the property when the Term ends (see clause 6).

3 JOINT TENANCY

- I. If more than one person is named as the "Tenant", the tenancy shall be deemed to be a joint tenancy. The Landlord is entitled to treat the persons as the "Tenant" as a group, and the Landlord is not obliged to deal with each person individually (although the Landlord may do so).
- II. Each of the persons named as the "Tenant" can be held liable for all of the obligations imposed on the Tenant by this Agreement.
- III. The person named as Lead Tenant (see clause 7) does not have any greater liability to the Landlord than any of the other persons named as Tenant.

4 TENANT'S OBLIGATIONS

4.1 Pay Rent:

1. Pay the First Month's Rent on or before the move in date.
2. All other rent due is payable on a monthly basis on the Rent Due Days. **The Landlord/ Agent is not obliged to remind the tenant(s) when their rent is due. Also the Landlord/ Agent is not obliged to confirm safe receipt of the due rent unless there is a dispute on the payment.**
3. If a tenant owes rent under this agreement, then the tenant will have to pay all reasonable charges as permitted by the law in place. This charge may apply before, as well as after, a court judgment has been made against the tenant, depending on the terms of the court judgment.
4. Pay the reasonable legal and related costs which the Landlord/ Agent have to pay in connection with:
 - (i) recovering possession of the property;
 - (ii) recovering unpaid rent or other money due under this agreement; or
 - (iii) steps taken if the tenant fails to keep to the terms of this agreement (including the costs for the Landlord's/Agent's attempts to make the tenant keep to this agreement).

4.2 Student Status:

It is a term of this Tenancy Agreement that the Tenant is at all material times during the Tenancy Period a student in education and the Tenant provide such evidence of this to the Landlord at the same time as paying the Rent and on request during the tenancy period. Any change occurring to the status of the Tenant which results in the Tenant no longer being a student will require the student to surrender this agreement, **but the Tenant will still remain liable for this rent for the full tenancy period.**

4.3 Default charges:

Pay any excess on the Landlord's insurance if the claim is results from the negligence, misuse or failure to act reasonable by Tenant or any of his/her guest(s).

4.4 Outgoings: The Tenant will promptly pay:

- A. The Council Tax in respect of the property for the Term (unless the Tenant is exempt); and
- B. All charges for gas, electricity, water supply, drainage, data and telecommunications services consumed on or supplied to the property during the Term, including standing and rental charges as well as charges for units consumed or used, **unless these are included in the Rent.**

4.5 Use of the property and Contents: The Tenant will:

- A. Use the property and the contents carefully and properly, will not cause any damage, and will keep the inside of the property, and the contents, in good condition as they were in at the start of the Term, with all the contents returned to their original positions at the end of the Term;
- B. Not make any alteration to the property, or additions to it, (and this includes hanging baskets, window boxes and other decorative fixtures; attempt a repair, fix external aerial and satellite dish or installing cable television);
- C. Not hang any clothes or other articles outside the dwelling for hanging clothes to dry in any garden or yard at the property which is not suitable for the purpose;
- D. **Not consume, nor be in possession of any alcoholic beverage anywhere within the Hartley Hall. Also, smoking is strictly prohibited inside the building and its precincts.**
- E. Take responsible precautions to prevent water leaks in or from the property, not block or put harmful, toxic or damaging substances into the sinks, baths, lavatories, cisterns or waste or soil pipes in the property or allow them to overflow, and not leave the property or allow them to overflow;
- F. Not bring any dangerous substances into the property or do anything which would be expected to invalidate the Landlord's insurance of the property, or entitle the insurers to refuse a claim or increase the premium;
- G. Not to play any radio, CD, record player, television or similar equipment or musical instrument in any way that will cause a nuisance, annoy the neighbours or be heard **at all times.**
- H. Not do anything at the property which is illegal or immoral purposes (unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause). Also, not to cause any nuisance, disturbance or annoyance to other people in the neighbourhood and the Tenant will be responsible for the actions of anyone who is in the property with the Tenant's permission;
- I. Not add any locks or change any of the locks of the property or have any duplicate keys made without the Landlord's prior written permission, which will not be unreasonably withheld, and return all keys to the property at the end of the Term, and to pay any reasonable cost for replacing keys or any other security devices necessary for gaining entry to the property.
- J. Not keep any animal in the property;
- K. Not display any notices that are visible from outside the property;
- L. Pay the reasonable cost for any contents, fixtures & fittings which are damaged, destroyed or lost caused by the tenant, either through negligence, deliberate act or accident. The tenant should also pay for any components of the Landlord's electrical, heating or other appliances, which become defective due to misuse. The tenant will also be charged for any damages that may be caused within any of the communal areas including kitchens/ Laundry room over which the tenant has sole or joint

control, if the person who has caused the damage cannot be identified then all tenants sharing that area will be charged all reasonable costs (including legal Fees, court fees and other professional fees, VAT and out-of-pocket expenses) incurred in, or in contemplation of, enforcing the Landlord's rights and the Tenant's Obligations in this Agreement.

- M. Not to misuse the fire alarm in any way or the fire safety appliance at the building or tamper with or obstruct any smoke or heat detectors (**it is an offence to do so**) and to immediately respond, *if the fire alarm is sounded*, by following the evacuation procedure for the Building (further details can be found in the Health and Safety Policy);
- N. Promptly notify the Landlord **by email** if any glass is broken and pay all reasonable cost for the damage if it was caused by the Tenant or by anyone with the Tenant's permission;
- O. Promptly, fully and accurately notify the Landlord **by email** of any disrepair at the property of which the Landlord is responsible;
- P. Show proper consideration for others in the neighbourhood and to ensure that rubbish does not accumulate at the property, and on collection days put out and bring in the bins; keep the bins clean;
- Q. Where possible, provide a crime reference number to the Landlord if the Tenant claims any damage that was not caused by the Tenant or any one at the property with the Tenant permission;
- R. Not to hang pictures or posters on the walls or on the door. **The use of Blu-Tack or any similar type of adhesive on the walls is not allowed.**
- S. Park vehicle in the parking area and without causing an obstruction;
- T. Not to store bicycle in the property or any access ways or staircase but instead will store any bicycle in the designated storage/ stand area. If the Landlord is required to remove stored bicycles that are in breach of this clause, then the tenant agrees to pay the Landlord all reasonable cost before the release of the bicycle.
- U. Not to use any fridge (including mini coolers); irons, kettle, electric fires, microwave, toaster, toasted sandwich makers, hotplates, rice cooker, and other cooking appliance, fan heaters including humidifiers, electrical under blankets in the property. Usage of deep fat frying equipment are prohibited at all times in the building.
- V. Not to use any tea or fairy lights, lava lamps, candles including fragrance candles, incense stickers, oil burners including "Arabic Bakhoor" and similar items. They lead to false fire alarms.
- W. No electrical device may be used which individually or collectively would overload the power outlet in your room or elsewhere.
- X. Food **MUST NOT** be cooked or prepared outside the kitchen area.
- Y. Agree to abide by all Landlords' policies and procedures including the Anti-Social Behaviour Policy, Health & Safety Policy, Rules & Regulations, the Internet Usage Policy and other policies that are in place. Copies of which will be sent to the tenant. These policies and procedures form part of this tenancy agreement.
- Z. Attend the induction safety meeting(s) as arranged by the Lettings Manager and/ or local police/ fire brigade as required.

4.6 Allow entry by the Landlord:

The Tenant will allow the Landlord (and anyone, within reason, whom the Landlord has authorised) at all reasonable times of the day during the Term, on not less than 24 hours' prior notice (or at any time without notice in an emergency) to enter the property where reasonably required for the purpose of:

- A. Any repairs or maintenance for which the Landlord is responsible;
- B. Prospective tenants to view the property;
- C. Examining the state and condition of the property and/or the Contents;

- D. Carrying out any cleaning, maintenance or repair for which the Tenant is responsible, but has failed (after being given proper notice under clause 4.7) to do so.

4.7 Notice to remedy breach:

If the Landlord gives the Tenant written notice requiring the Tenant to rectify any breach of the Tenant's Obligations, the Tenant will ensure compliance within the timescale specified in the notice (which may be immediately). If the Tenant does not comply within the specified timescale, then the Landlord (using workmen if required) shall be entitled to enter the property on given 24 hours' notice (or no notice in an emergency situation) and carry out all work reasonably necessary to achieve compliance. The Landlord will then be entitled to charge reasonable costs of the work that has been done to the Tenant, including callout charges which the Landlord incurs if the Tenant refuses access or fails to keep an appointment after being given proper notice.

4.8 Tenancy not to be transferred:

- a. The Tenant will not transfer this tenancy or, sublet, charge or part with or share possession of the whole or any part of the property, take in lodgers, or share occupation of the property with any person.
- b. If any occupier wishes to leave the property before the end of the Term, the Tenant should follow this procedure:
 - i. The leaver should agree with other occupiers on a suitable replacement resident, if one can be found;
 - ii. The leaver should agree with the remaining occupiers what s/he is liable to pay for or contribute towards (including utilities and any damage) and make appropriate payment arrangements;
 - iii. If no suitable replacement can be found, the remaining occupiers should make sure the leaver continues to pay their share of the Rent and other charges, and leaves appropriate contact details and bank information;
 - iv. if a suitable replacement is found, the leaver, the remaining occupiers and the replacement should agree how Rent and other charges should be apportioned among them and ask the Landlord to prepare a new tenancy agreement for the remainder of the Term.

4.9 Private residential use only:

The Tenant will not carry on any business whatsoever at the property but will use it only as a private residence and place of study for the Tenant.

4.10 Notices:

The Tenant will promptly give to the Landlord or the Agent a copy of any notice, order or legal proceedings relating to the property received by the Tenant from any local or public authority or other party.

4.11 At the end of the Term:

The Tenant will at the end of the Term (however and whenever it ends);

- 1. Ensure that the property is completely clean and tidy and is in the condition required by these terms; and
- 2. if requested, attend an inspection of the property to be carried out by or on behalf of the Landlord;
- 3. Give vacant possession and hand all the keys to the Landlord or the Agent of the property on the agreed departure date no later than 10:30 AM (this includes

removing all the Tenant's possessions). The Landlord may charge the tenant additional fee for being late.

5. LANDLORD'S OBLIGATIONS

5.1 Implied obligations:

Many of the Landlord's obligations are imposed by law. These implied obligations are binding even though they may not be expressly referred to in this agreement. A Solicitor, the Students' Union or a Citizens' Advice Bureau can be asked to advise Landlords or Tenants about the Landlord's implied obligations, which include (among other things) an obligation to:

- a. Have all gas appliances at the property checked and certified annually;
- b. Ensure the electrical wiring at the property is satisfactory;
- c. Be licensed if the property houses 5 or more people from 2 or more households on 3 or more floors (and comply with the conditions of the licence and the additional regulations that apply to HMO licence holders).

5.2 Not to interrupt Tenant's occupation:

- a. The Landlord will give the Tenant exclusive uninterrupted occupation of the property during the Term for as long as the Tenant complies with the Tenant's Obligations in this Agreement.
- B. The Landlord will not carry out any works at the property unless:
 - I. The Landlord have an obligation to carry them out in this Agreement, or
 - II. The Tenant has agreed that the works may be carried out.

5.3 Main Repairs and Cleaning: The Landlord will:

- A. Keep in good repair and decoration the structure and exterior of the property (including drains, gutters and external pipes and any outbuilding, garden, boundary fence, hedge or boundary wall);
- B. Keep in repair and proper working order the installations at the property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity unless they are covered by (c), (d) or (e) below);
- C. Keep in repair and proper working order the installations in the property for space heating and heating water; and
- D. Keep all mains electrical equipment provided with the property safe and correctly installed and maintained;
- E. Comply with all relevant legislation affecting the property or its occupiers;
- F. Ensure that at the start of the tenancy the property is in good, clean and tenable condition. But this does not include remedying any damage caused by the Tenant unless:
 1. The cost is met by insurance; or
 2. The cost is met by the Tenant; or
 3. The Landlord has a statutory obligation to repair immediately.

5.4 Damage to the property, and insurance:

- a. The Landlord will:
 - i. Arrange for the property (**but not the Tenant's possessions**) to be insured; and
 - ii. Use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as practicable; and

However, (ii) will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant (or any person at the property with the Tenant's consent) has done or failed to do in breach of the Tenant's Obligations under this Agreement.

- b. (If the property at any time is uninhabitable or inaccessible, the Landlord is not obliged to re-house the Tenant while repair work or rebuilding is being done, but the Landlord will:
 - i. Refund to the Tenant any Rent (or a fair proportion according to the extent and nature of the damage) already paid by the tenant for the period between damage and restoration; and
 - ii. Suspend or reduce any further payments of Rent falling due in this period, in a fair and reasonable way, depending on the nature and extent of the damage.

PROVIDED in each case that neither the Tenant, nor any person at the property with the Tenant's permission, caused the damage or invalidated the Landlord's insurance.

- c. If the property is damaged so as to be completely uninhabitable or inaccessible, and it is unlikely (in the opinion of a reasonable person) to be fit for habitation and use before the end date, the Tenant shall be entitled to give written notice to the Landlord terminating this Agreement. Termination of the Agreement under this clause will not affect the Landlord's right to claim against the Tenant for any breach of the Tenant's Obligations arising before the property became uninhabitable, nor will termination affect the Tenant's right to claim a refund of any pre-payments which relate to a period after the damage occurred. The Tenant's rights in this clause only apply if neither the Tenant, nor any person at the property with the Tenant's permission, caused the damage or invalidated the Landlord's insurance.

5.5 Garden:

The Landlord will keep the garden at the property properly tended.

5.6 Invoice for charges:

- 1. The Landlord is not required to invoice for the Rent, which is due on the payment days whether it has been formally demanded or not.
- 2. The Landlord will invoice the Tenant for any charges other than Rent which are payable under this Agreement, and the invoice will give the Tenant 14 days from the date of the invoice in which to pay.

5.7 Address for service:

The Landlord's address for service of all communications, including the service of legal proceedings is:

Hartley Hall of Residence, 61a Brantingham Road, Whalley Range, Manchester, M16 8PA

And the Landlord will promptly give the Tenant written notice of any change of address.

6. TERMINATION OF THIS AGREEMENT

6.1 Landlord's rights of termination:

- a. The Landlord is entitled to apply for a court order to evict the Tenant and/or any other person at the property with the Tenant's permission:
 - i. Before or after the end date after serving a notice under section 8 of the housing Act 1988 and stating one or more of the grounds listed in schedule 2 of that Act;

- ii. On the end date after giving the Tenant not less than two months' notice under section 21 of the Housing Act 1988, requiring the Tenant to give up possession of the property on the end date;
 - iii. After the end date and after giving the Tenant not less than two months' notice under section 21 of the Housing Act 1988, requiring the Tenant to give up possession of the property on the day before a Rent Day.
- b. If the Rent is 14 days or more overdue and the Landlord reasonably believes that the Tenant no longer lives at the property, and if that is a reasonable belief for the Landlord to hold in the circumstances, the Landlord shall be entitled to enter the property and take possession of it without first obtaining a court order.

6.2 Tenant's rights of termination:

- a. At the end of the initial fixed term, the Tenant is entitled to terminate this Agreement by vacating the property and returning the keys to the Landlord on the end date.
- b. Before the end of the initial fixed term, the Tenant is not entitled to terminate this Agreement early unless the Tenant finds a replacement occupier who is reasonably acceptable to the Landlord. The following conditions apply to any early release of the Tenant from this Agreement:
 - i. The Tenant must make payment for, or put right to the Landlord's reasonable satisfaction, all subsisting breaches of the Tenant's Obligations before the replacement occupier moves into the property;
 - ii. The replacement occupier must sign an agreement in similar terms to this one, for a period lasting at least until the end date;

6.3 No refunds if Landlord not at fault:

If the Tenant vacates the property before the end date:

- a. The Deposit will be allocated according to the deposit protection scheme rules set out in this Agreement (*if applicable*);
- b. the Landlord has no other obligation to refund any pre-payment made by the Tenant unless the reason the Tenant vacates is because the Landlord is in serious or persistent breach of the Landlord's Obligations in this Agreement

6.4 Effect of Termination:

Termination of this Agreement ends the Term but does not release the Tenant from any claim the Landlord may have against the Tenant for breach of the Tenant's Obligation in this Agreement.

7. Hartley Hall of Residence Ltd. Contract Additional Sheet *is part of this contract if it is signed by the tenant.*

SIGNED by or on behalf of the Landlord /Agent:

Date:

**Hartley Hall of Residence Ltd,
61A Brantingham Road,
Whalley Range, Manchester, M16 8PA**

SIGNED by the Tenant

(If the Tenant is more than one person, all must sign)

Tenant (1) Signature:

Date:

Tenant (2) Signature:

N/A

Date: