Written Statement of Terms

Assured Periodic Tenancy

Statement of terms given by the Landlord – section 16D(2) Housing Act 1988

Between

The Landlord

and

The Tenants

draft

Documents Included in the Written Statement

- Statement of Tenancy terms (Landlord)
- Written Statement of Ground 4A (student HMO possession ground)
- Statement of Tenancy terms (Agent contractor)
- Information leaflet for the control of legionella in hot and cold water systems for occupiers of residential property

Assured Periodic Tenancy Agreement

Key Matters

Date of agreement	
Landlord's name	
Landlord's address	C/O A Home After Halls Limited 70-76 North Hill Plymouth PL4 8HF
Tenant name (s)	
The address of the dwelling – house	
The date the Tenant is first Entitled to possession	
Rent payable	
Payable in	Calendar month
The First FULL payment of rent shall be payable on	
And thereafter, shall be	
Method of payment	By standing order using the following bank details: Account name: A Home After Halls Limited Sort Code: 30-98-37 Account Number: 73632568

draft

1. General Provisions and Definitions

(1) The following definitions have the following meanings throughout this written statement:

a. **Landlord**: the individual(s), company, charity or other entity as shown in Landlord's Name under Key Matters
b. **Tenant**: the named Tenants under Key Matters
c. **Property**: the address of the dwelling-house let as shown under Key Matters
d. **Tenancy**: the Tenancy granted by the Landlord to the Tenant under the terms and conditions of this agreement, contained within this written statement.

(2) This tenancy is intended to be an assured periodic tenancy. The Tenancy periods start and end the same as the rental periods.

(3) Any reference to the Landlord includes a reference to the Landlord's agent as applicable.

(4) If furniture is provided, the Tenancy includes the use of the Landlord's furniture and furnishings, as set out in the inventory (if any).

(5) The Tenancy includes the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives. Any Tenant obligations under this Tenancy extend to communal areas.

(6) Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement (this means each will be liable for all sums due under the agreement, not just a proportionate share).

(7) Any obligation on the Tenant under this agreement includes an obligation to take reasonable steps to ensure that any person the Tenant invites into, allows into, or permits to remain at the Property (including visitors and guests) complies with that obligation, and not to permit or allow any such person to do anything which, if done by the Tenant, would be a breach of this agreement.

2. Initial Requirements

(1) This agreement is subject to the Property being vacant and available to let on the date the Tenant is entitled to possession. If, for any reason (including but not limited to the previous occupier(s) failing to vacate, or damage by fire, flood or other event), the Property is not vacant and available, this agreement will not take effect.

(2) The Landlord is not required to give possession (including keys) unless and until the first rent and, if applicable, tenancy deposit have been received in cleared funds.

(3) If not received by the arranged date/time that the Tenant is entitled to possession, the Landlord may delay giving possession until payment is received.

(4) If payment is not received within five working days after the date that the Tenant is entitled to possession, the Landlord may treat the Tenant as having

draft

repudiated and may end/cancel the agreement by written notice to the extent it has not already been performed by the grant of possession.

3. Rent

(1) The Tenant shall pay the rent in advance, whether formally demanded or not, on time, at the times and in the manner set out in this agreement and shall not make any unlawful deduction from the rent.

(2) Any person paying the rent, or any part of it, for the Property shall be deemed to have paid it as an agent, for and on behalf of the Tenant, which the Landlord shall be entitled to assume without enquiry.

(3) If the Landlord makes a new proposal to increase the rent under the Tenancy, the Landlord must serve a notice on the Tenant in accordance with section 13 of the Housing Act 1988 (increases of rent under assured tenancies other than relevant low-cost tenancies).

(4) If the Landlord accepts rent or any other payment after a circumstance has arisen which may entitle the Landlord to seek an order for possession, acceptance of that payment will not create a new tenancy and the Landlord may still, within the restrictions of the law, pursue a claim for possession.

4. Utilities, Services, Rates or Taxes

(1) Where any charge listed in this clause is payable by the Tenant to the Landlord (rather than directly to a service provider), that charge is payable in addition to the rent unless this clause expressly states that it is included within the rent. The amount of each payment and when it is due will be as set out in the relevant sub-paragraph below, or, where the amount depends on actual usage, the Landlord will notify the Tenant by invoice.

(2) Where the Property is deemed an HMO and let on a joint single tenancy. The Tenant(s) acknowledge that they are responsible for the payment of council tax directly to the relevant local authority for the duration of the tenancy.

2.1 Where all occupiers qualify as full-time students, the Tenant is responsible for applying for and maintaining any council tax exemption.

2.2 If, at any time, any occupier ceases to qualify as a full-time student, the Tenant shall be responsible for notifying the local authority and for the payment of any council tax due.

2.3 If there is doubt about who is liable, it will be determined by section 6 of the Local Government Finance Act 1992

draft

3 The gas will be paid by the Landlord subject to a fair use policy. "Fair use" means the reasonable use by a typical occupier. The Tenant will pay the Landlord or agent any amount in excess of "fair use" within 14 days of written demand.

4 The electricity will be paid by the Landlord subject to a fair use policy. "Fair use" means the reasonable use by a typical occupier. Fair use does not include charging any vehicle (e.g., car, bike, scooter), and the Tenant will, upon request, provide consumption details. The Tenant will pay the Landlord or agent anything over what is "fair use" within 14 days of a written demand.

5 The water and sewerage will be paid by the Landlord subject to a fair use policy. "Fair use" means the reasonable use by a typical occupier. The Tenant will pay the Landlord or agent anything over what is "fair use" within 14 days of a written demand.

6 The Landlord provides a TV licence for the communal areas; provision of a licence for the Tenant's room, if required, is the Tenant's own responsibility.

7 The rent includes the use of internet broadband supplied by a reputable provider determined by the Landlord, which may be changed by the Landlord at any time without notice. The Tenant shall comply with the terms and conditions of the internet broadband supplier, and the Landlord shall supply a website link to the terms and conditions within seven days of a request by the Tenant.

8 The Tenant must pay for all other outgoings relating to the Property that apply during the Tenancy.

9 The Tenant must not use power sockets in shared or communal areas to charge or power personal items.

10 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, whether during or at the end of the Tenancy, the Tenant is to pay or be liable to pay the costs associated with reconnecting or resuming those services.

11 If the gas, electricity, or water meter is changed to a pre-payment meter during the Tenancy, the Tenant shall arrange for a non-pre-payment meter to be returned to the Property at the end of the Tenancy and shall pay all charges, unless the Landlord requested or consented to the meter change.

12 If a charge becomes payable by the Landlord relating to a period during the Tenancy due to a default by the Tenant (for example, but not limited to, a failure by the Tenant to pay a utility bill), the Tenant will reimburse the Landlord for any reasonable payment the Landlord has made.

13 Where any charge towards energy efficiency improvements under a green deal plan (within the meaning of section 1 of the Energy Act 2011) is payable by the Tenant to the Landlord, the Tenant shall pay the amount and at the times notified by the Landlord.

draft

5. Occupiers and Children

(1) The Property may only be occupied as a home by:
   a. the Tenant(s); and
   b. any person named in this agreement as a permitted occupier; and
   c. any child of a Tenant (including a child for whom a Tenant has parental responsibility) who lives with the Tenant as part of the Tenant's household.

(2) The Tenant must not allow any other person (of any age) to live at the Property or use it as their home, other than those permitted by subparagraph (1).

(3) The Tenant must notify the Landlord in writing as soon as reasonably practicable, and in any event within 14 days, if any child starts living at the Property under subparagraph (1)c. The month and year of birth are sufficient.

(4) The Tenant does not need the Landlord's consent for a child to live at the Property. The notice requirement in subparagraph (3) is intended to help the Landlord comply with legal, licensing, and safety obligations that may be affected by changes in occupation (including HMO and overcrowding requirements).

(5) The Tenant must cooperate with any reasonable steps necessary for compliance resulting from a change in occupation, including providing relevant information and allowing access on reasonable notice.

(6) The persons named below are permitted occupiers only and do not have any rights or obligations as per the Tenant(s) listed under Key Matters, and are only permitted to reside at the Property with the permission of the Tenant:

None

6. Occupation

(1) The Tenant shall use the Property as a private dwelling only and remain the Tenant's only or principal home throughout the Tenancy.

(2) The Tenant shall not use the Property or allow others to use it illegally, immorally, cause a nuisance, annoyance or damage to neighbouring, adjoining or adjacent property or to their owners or occupiers. This includes any nuisance caused by noise.

(3) The Tenant shall not assign, sub-let, part with or share possession of the whole or any part of the Property.

(4) The Tenant shall not leave the Property unoccupied for more than 14 days without providing the Landlord with prior reasonable written notice.

(5) The Tenant shall use the Property in a tenant-like manner.

draft

(6) The Tenant shall not park any vehicle or other thing on any forecourt, parking space or similar area (if any) nor allow anyone else to do so without the prior written consent of the Landlord. Such consent (if given) may require additional periodic payments and the incorporation of terms and conditions as the Landlord may require from time to time.

(7) Subject to the next paragraph, the Tenant shall not carry on any profession, trade or business at the Property nor allow anyone else to do so.

(8) Without the Landlord's prior written consent, the Tenant shall not carry on a "home business" at the Property as defined by section 43ZA of the Landlord and Tenant Act 1954 (or as defined by regulations made under that section).

(9) Per the manufacturer's instructions, the Tenant can connect their electronic equipment to the Property's 'smart' devices unless the Landlord explicitly prohibits a specific device. However, the Landlord does not provide technical support, warranty, or guarantee of functionality or compatibility with the Tenant's electronic equipment. Prior to vacating the Property, the Tenant must disconnect, reset, and unpair all connected smart devices in accordance with the manufacturer's instructions. Such devices may include, but are not limited to, thermostats, room sensors, doorbells, cameras, alarm systems, and other 'smart' devices.

(10) The Tenant shall promptly notify the Landlord in writing when the Tenant becomes aware of any notices, proceedings or letters relating to the Landlord, the Property or the use of the Property and forward copies of them without unreasonable delay.

(11) The Tenant shall promptly notify the Landlord of any fire, burglary, or attempted burglary.

(12) The Tenant must observe any valid restrictions or obligations affecting the Property under a headlease, title covenant or similar document, so far as those obligations have been supplied to the Tenant and are capable of applying to the Tenant’s occupation. This does not require the Tenant to pay the Landlord’s rent, ground rent, service charge or similar charges. The Tenant must reimburse the Landlord for any reasonable loss caused by the Tenant’s breach of those obligations.

draft

7. Requesting Consent for a Pet

(1) The Tenant may keep a pet at the Property if the Tenant asks to do so in accordance with section 16A Housing Act 1988 (requesting consent to keep a pet) and the Landlord consents. Such consent is not to be unreasonably refused by the Landlord.

(2) The Tenant must not keep any pet at the Property unless and until the Landlord has given written consent.

(3) A request for consent must:
   a. be in writing; and
   b. include a description of the pet for which consent is sought.

(4) The Landlord may make reasonable requests for further information about the pet and/or the proposed keeping of the pet at the Property in order to consider the request, and the Tenant must provide that information within a reasonable time.

(5) If the Landlord reasonably needs the consent of a superior landlord, freeholder, management company, insurer, or other third party to permit the pet, the Tenant must co-operate and (if requested) provide any information reasonably required for the Landlord to seek that consent. The Tenant authorises the Landlord to share relevant information about the request and the pet for that purpose.

(6) The Landlord's decision (to grant or refuse consent) will be given in writing. If consent is granted, it may be subject to reasonable conditions notified in writing (for example, conditions aimed at preventing nuisance, protecting the Property from damage or infestation, and ensuring the Tenant remains responsible for any damage or cleaning required due to the pet).

(7) This section deals only with a pet living at the Property. Section 16A does not apply to animals which do not live at the Property. The Tenant must not bring into, or allow at, the Property any animal which will not live at the Property without the Landlord's prior written consent, which may be given or refused at the Landlord's discretion.

8. Access

(1) The Tenant shall permit the Landlord and any superior Landlord, agent, contractors, surveyors, valuers or anybody authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency), to enter the Property at all reasonable times for any of the following purposes:
   a. inspection for any obligation under statute or this agreement,
   b. inspecting the state and condition of the Property,
   c. investigate or carry out a repair or maintenance,
   d. gas safety record (where gas is supplied to the Property),
   e. electrical safety testing or inspection,
   f. energy efficiency or energy performance certificate,
   g. survey,
   h. to conduct viewings with a prospective tenant or purchaser,
   i. any other reasonable purpose.

(2) When attending with prospective tenants or purchasers, the Tenant shall ensure that electricity and gas are kept on, the Property is kept tidy and presentable, and the Property is kept warm during viewing periods.

draft

(3) When carrying out a gas or electrical safety test, the Tenant shall ensure that the gas or electricity, as applicable, has sufficient credit, is switched on and is working to allow the contractor to conduct the relevant testing. If the contractor is unable to conduct the relevant testing due to a breach of this term, the Tenant is to pay reasonable compensation to the Landlord or agent for attending, or for the costs of a contractor attending.

(4) Where a date and/or time has been notified, and there has been no objection, the Landlord, contractor or other individual acting on behalf of the Landlord may enter using the Landlord's keys.

(5) Where a date and/or time has been notified, and there has been no objection or the date and time has been agreed, and the Landlord, contractor or other person was unable to gain entry, the Tenant is to pay reasonable compensation to the Landlord or agent for attending, or for the costs of a contractor attending.

(6) Any breach of any part of this term will result in the Tenant being liable to the Landlord or agent for any costs or losses (including potential costs or losses) due to the breach. Those costs or losses include (but are not limited to) contractor call-out fees, potential rent losses and Council Tax, which the Landlord may not otherwise have been liable for (for example, during a vacant period that may have been avoidable).

9. Locks, Keys and Security Devices

(1) The Tenant shall only change the locks or security devices with the Landlord's prior written consent.

(2) Where a key or other security device is lost, the Tenant must pay the reasonable costs incurred by the Landlord or agent (including the contractor's cost) for providing replacement keys or security devices.

(3) The Tenant must not exit the Property without keys (or other security devices) except in an emergency, such as a fire. Where the Landlord or agent attends the Property to gain entry at the Tenant's request or that of someone acting on the Tenant's behalf, the Tenant is to pay reasonable compensation to the Landlord or agent for attending, or for the costs of a contractor attending.

(4) The Landlord is entitled to retain a key or security device, including if the Tenant changes the locks or security devices in breach of this Tenancy.

(5) If the dwelling contains a burglar alarm, the Tenant must not change the burglar alarm codes without the Landlord's written consent, must activate the alarm when the dwelling is not occupied, and must regularly check that the burglar alarm is working. The Landlord is not required to provide a regular maintenance contract or repair any burglar alarm.

draft

10. Insurance

(1) If the Landlord insures the dwelling and the insurance considers the dwelling uninhabitable, the insurance (if any) may contribute towards alternative accommodation or the rent payable (if covered by the policy). The Landlord agrees to notify the insurance of a potential claim within a reasonable period.

(2) The Tenant shall not do or permit to be done in or about the Property any act or thing which may render void or invalidate the insurance of the Property or the building against any insured risk or otherwise increase the ordinary premium for the insurance. Details of the Landlord's insurance will be provided on written request.

(3) The Tenant shall notify the Landlord of any change in circumstances that may affect the Landlord's insurance of the Property.

(4) The Tenant will pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of the Tenant's visitors or persons known to the Tenant.

(5) The Landlord's insurance does not cover the Tenant's possessions. The Tenant is strongly advised to insure their own possessions with a reputable insurer.

11. Looking After the Property and Cleanliness

(1) The Tenant shall check any inventory provided and notify the Landlord in writing of any errors or disagreements within seven days of receiving it. If the Tenant does not respond within seven days, the inventory will be treated as accepted as provided.

(2) The Tenant shall make good all damage and breakages to the Property (including common areas) and its contents that may occur during the Tenancy, which are the Tenant's responsibility (except fair wear and tear and accidental damage by fire).

(3) The Tenant shall promptly replace all broken glass with the same quality where the Tenant, the Tenant's family or visitors cause the breakage.

(4) The Tenant shall comply, within a reasonable time, with any notice from the Landlord advising the Tenant of the need to attend to any repair or maintenance items for which the Tenant is responsible.

(5) Where the Tenant requests a repair and on inspection, the problem has been caused by a failure on the part of the Tenant (for example, drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), or, The Tenant fails to allow entry to a contractor during some notified period of time, the Tenant agrees to be responsible for the reasonable costs of the contractor's visit.

draft

(6) The Tenant shall not request, obtain, order or authorise an energy performance certificate, electrical inspection/test or gas safety record except with the prior express written consent of the Landlord.

(7) The Tenant shall not carry out any internal or external decorating without the Landlord's prior written consent (not to be unreasonably withheld).

(8) The Tenant shall not add or alter anything to the internal or external structure of the building. Before attaching anything to the Property's walls, the Tenant must obtain the Landlord's written consent. If consent is granted, the Tenant must not drill any holes above radiators, sockets, or switches to ensure safety and prevent potential damage.

(9) The Tenant must not use Blu-Tack or any similar adhesive on the walls, as it must be removed without leaving a residue or causing damage.

(10) The Tenant shall ensure that the Property is kept adequately heated and ventilated to prevent damage from condensation. Furthermore, the Tenant shall ensure any extractor fans (or similar) are correctly used in the relevant room, are not turned off or blocked, and are kept clean.

(11) The Tenant shall not damage the Property by drying clothes or other items in ways that generate excessive moisture — for example, draping wet washing over radiators, doors, window fittings or door furniture — as this can lead to condensation and damage to surfaces and finishes.

(12) The Tenant shall not cut, chop or prepare food directly on kitchen worktops, and shall not mark or scorch them in any way. The Tenant shall at all times use appropriate boards or protection to safeguard the work surfaces.

(13) If there is an oven (whether or not shared with others), the Tenant shall keep it clean and leave it in the same state of cleanliness as it was at the beginning of the Tenancy.

(14) Where an oven grill is designed to operate with the door closed, the Tenant shall not use it with the door open. Doing so can damage adjacent cupboards and the oven itself.

(15) The Tenant shall not operate toasters, kettles, and similar heat-producing appliances directly beneath kitchen wall units, as rising heat and steam can damage the cabinets above.

(16) The Tenant shall not use bleach or bleach-based cleaning products on any surface, fixture, or fitting in the Property—particularly shower panels, taps, countertops, or flooring—except when cleaning directly inside toilet bowls or drains. The Tenant must follow any cleaning instructions provided by the Landlord or the manufacturer, and, if unsure about a particular cleaning product or method, contact the Landlord for guidance. Any damage resulting from the prohibited use of bleach or other corrosive substances is the Tenant's responsibility, including the cost of any necessary repairs or replacements.

(17) The Tenant shall wash and clean all items that may have become soiled during the Tenancy.

(18) The Tenant shall keep the windows clean.

draft

(19) The Tenant shall not cause blockage to the drains and pipes, gutters and channels in or about the Property.

(20) The Tenant shall take all reasonable precautions to prevent damage to any pipes or other installations to the Property that may be caused by frost, provided the pipes and other installations are kept adequately insulated by the Landlord.

(21) The Tenant shall keep the general external appearance looking clean, tidy and respectable, including keeping curtains or blinds clean and properly hung or fitted.

(22) The Tenant shall not place or exhibit any notice board or notice visible outside the Property advertising any profession, trade, business, goods or services.

(23) If there is a garden at the Property for the exclusive use of the Tenant, the Tenant shall keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs, hedges, and trees pruned, but not alter the character or layout of the garden or grounds.

(24) The Tenant shall not bring any waterbed, hot tub or similar water-filled item into the Property without the Landlord's prior written permission.

12. Rubbish, Waste and Vermin

(1) The Tenant shall dispose of all rubbish and waste properly and in accordance with local authority requirements. This includes (but is not limited to) ensuring all rubbish is properly placed in a wheelie bin approved by the local authority and left neat and tidy whilst awaiting collection.

(2) The Tenant must not put rubbish anywhere other than the provided areas.

(3) If the Tenant produces more rubbish than the local authority will collect, or if rubbish/waste is too large for collection, the Tenant must promptly make appropriate arrangements for the lawful removal and disposal of all waste or rubbish.

(4) The Tenant agrees to take all reasonable and practical steps to keep the Property free of vermin infestation. Should an infestation occur during the Tenancy, the Tenant will arrange and pay for pest control, unless the infestation arises from the Landlord's failure to fulfil their repairing obligation.

13. Safety, Maintenance and Dangerous or Flammable Goods

(1) The Tenant shall not allow paraffin or gas cylinder/bottle heaters at the Property.

draft

(2) The Tenant shall not keep any dangerous or flammable goods, materials or substances in or around the Property apart from those required for general household use.
(3) The Tenant shall ensure all possessions belonging to the Tenant are safe and not bring any unsafe item into the Property (electrical or otherwise).
(4) The Tenant shall not use or allow to be used any open chip pans or other potentially dangerous household items.
(5) The Tenant shall only burn solid fuel at the Property (e.g. logs or coal) with the Landlord's prior written consent (except for normal barbecue use outside), which shall not be unreasonably withheld. Consent may include conditions (for example, requiring the Tenant to arrange and pay for the chimney to be swept at least once a year before the cold months).
(6) The Tenant shall not remove or damage any fire facilities, equipment, alarms, or devices (nor allow any other person to).
(7) The Tenant shall ensure all fire facilities, equipment and devices provided in respect of the Property are subject to a suitable system of maintenance and are maintained in an efficient state, in efficient working order and in good repair. The Tenant shall cooperate with the Landlord for this purpose.
(8) The Tenant shall regularly check, maintain, and replace batteries as necessary on all smoke, carbon monoxide or fire alarms within the Property.
(9) The Tenant shall ensure that all common areas (if any) are kept clean and free from obstruction. If the Tenant causes (or allows) any obstruction to the common areas of the building, then the Landlord, acting reasonably, may remove the obstruction and charge the Tenant the costs.
(10) The Tenant shall not use candles except in an emergency (for example, power is cut at night).
(11) The Tenant shall not use incense sticks (nor similar) inside the Property.
(12) The Tenant shall neither smoke nor vape in the building nor allow anyone else to.
(13) The Tenant must not prop open any fire doors in the Property except by any built-in system that closes them in the event of a fire.
(14) The Tenant must keep fire doors closed when not in use.
(15) The Tenant must not disable, interfere with, or tamper with fire door self-closing devices.
(16) The Tenant must immediately report any faults or damage to the fire doors, fire alarms or any other fire precaution equipment to the Landlord.
(17) The Tenant shall not make any changes to the electrical installation, including changing light fittings, switches, or adding sockets, without the Landlord's prior written consent. Any unauthorised change may compromise electrical safety and could require an electrical inspection and remedial work at the Tenant's expense.
(18) The Tenant shall comply with the Legionella control guidance attached to this Written Statement.

draft

(19) The Tenant shall not leave any rechargeable battery unattended while charging and shall ensure that all charging is carried out in accordance with the manufacturer's instructions, using only the charger supplied or approved by the manufacturer. The Tenant shall not charge any damaged battery or device.

(20) The Tenant shall not bring or store any e-bike, e-scooter, or similar battery powered vehicle (or its battery) inside any building at the Property, including communal areas, unless the Landlord has given prior written consent. Where consent is given, the Tenant shall comply with any reasonable conditions, including those relating to charging and storage.

14. Management Regulations

(1) The Tenant shall comply with any rules and regulations reasonably required by the Landlord to properly manage or improve the Property. The Landlord will discuss any new rules and regulations with the Tenant before introducing them and consider the Tenant's views reasonably.

15. Fitness for Human Habitation

(1) The Landlord is under an obligation to ensure that the Property is fit for human habitation to the extent required by section 9A of the Landlord and Tenant Act 1985 (LTA1985):
   a. at the start of the Tenancy; and
   b. throughout the Tenancy.

(2) Section 9A LTA1985 applies to the Property and (where the Property forms part of a building) to any common parts of the building in which the Landlord has an estate or interest.

(3) The Landlord's obligation under section 9A LTA1985 does not require the Landlord:
   a. to carry out works or repairs for which the Tenant is responsible (including because the Tenant must use the Property in a tenant-like manner), and the Landlord is not liable for the Property being unfit for human habitation to the extent the unfitness is wholly or mainly attributable to the Tenant's breach of this agreement;
   b. to rebuild or reinstate the Property if it is destroyed or damaged by fire, storm, flood, or other inevitable accident;
   c. to keep in repair or maintain anything the Tenant is entitled to remove from the Property;
   d. to carry out works or repairs which, if carried out, would put the Landlord in breach of an obligation imposed by law;

draft

e. to carry out works or repairs requiring the consent of a superior landlord or other third party where consent has not been obtained despite the Landlord using reasonable endeavours to obtain it; or
f. to make good any disrepair which the Landlord is not obliged to make good because of an exclusion or modification authorised by a court under section 12 of the LTA1985.

16. Repairs and Maintenance

(1) The Landlord is under a legal obligation, to the extent required by section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) (LTA1985), to-
   a. keep in repair the structure and exterior of the Property,
   b. keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation, and
   c. keep in repair and proper working order the installations in the Property for space heating and heating water.

(2) Where the Property forms part only of a building, the obligations in subparagraph (1) also apply (to the extent required by section 11 LTA1985) as if:
   a. references to the "Property" include any part of the building in which the Landlord has an estate or interest; and
   b. references to installations include any installation that directly or indirectly serves the Property, and which is either within any part of the building in which the Landlord has an estate or interest, or is owned by or under the control of the Landlord;
   c. but only where the disrepair or failure affects the Tenant's enjoyment of the Property or any common parts the Tenant is entitled to use.

(3) The Landlord is not required (by the obligations in subparagraph (1)) to:
   a. carry out works or repairs for which the Tenant is responsible because of the Tenant's duty to use the Property in a tenant-like manner;
   b. rebuild or reinstate the Property if it is destroyed or damaged by fire, tempest, flood, or other inevitable accident; or
   c. keep in repair or maintain anything the Tenant is entitled to remove from the Property.

(4) In determining the standard of repair required, regard is to be had to the age, character and prospective life of the Property, and the locality in which it is situated.

(5) Where compliance requires works or repairs outside the Property (or to an installation serving the Property) and the Landlord does not have sufficient rights to carry out the works, it is a defence for the Landlord to show that the

draft

Landlord used all reasonable endeavours to obtain adequate rights but was unable to do so.

(6) The Tenant must promptly notify the Landlord or agent, in writing, of any defect (whether or not caused by the Tenant's act, default, or neglect). Such notice is required wherever the defect is located, including (but not limited to) within the demise, the dwelling, communal areas, shared areas, outside the demise, the structure, or the exterior.

(7) The Tenant agrees that the Landlord's liability to repair does not arise until the Landlord has received notice in writing. Further, no breach of any repairing obligation arises if the Landlord then carries out the necessary work or repair with reasonable expedition.

(8) The Landlord supplies no TV aerial or satellite dish at the Property. The Tenant is responsible for repairing, replacing, maintaining, installing, or changing any TV aerial or satellite dish. During any change to a TV signal, it is not the Landlord's responsibility to repair, replace or install any TV aerial or satellite dish.

(9) The Tenant has use of all appliances provided with the Property, as listed in the inventory (if one), except those noted as not working. However, should any items require repair or be beyond repair, the Landlord does not undertake to arrange a repair, pay for any repair costs, or replace the appliance, except for those items the Landlord is required by law to maintain.

17. Equality Act 2010 Improvements

(1) Section 190 Equality Act 2010 (improvements to let dwelling houses) has the effect that a Landlord may not unreasonably withhold consent to a Tenant's application to make an improvement (within the meaning of section 190(9) of the Equality Act 2010) to the Property where—

   a. a disabled person (within the meaning of section 6 of the Equality Act 2010) occupies or intends to occupy the premises as their only or main home, and
   b. the improvement is likely to facilitate the disabled person’s enjoyment of the premises, having regard to their disability, and
   c. the rights and obligations conferred by section 190 do not apply in so far as provision of a like nature is made by the Tenancy.

(2) An application under section 190 must be made in writing and include sufficient details of:

   a. the proposed works; and
   b. why, having regard to the disabled person's disability, the works are likely to facilitate that person's enjoyment of the Property.

draft

(3) The Landlord may give consent subject to conditions, but any condition must be reasonable. If the Landlord refuses consent, the Landlord must give the Tenant a written statement of the reason(s) why consent is withheld.

(4) Conditions may include (but are not limited to):

a. the Tenant must pay for or towards the cost of the improvement;

b. the improvements made are returned to their original state as at the start of the Tenancy.

(5) If the Tenant fails to comply with a reasonable condition imposed by the Landlord in relation to a relevant improvement, that failure is treated as a breach of this agreement.

(6) Under section 190, "improvement" means an alteration in, or addition to, the premises and includes—

a. an addition to or alteration in the Landlord's fittings and fixtures;

b. an addition or alteration connected with the provision of services to the premises;

c. the erection of a wireless or television aerial;

d. carrying out external decoration;

(7) The Tenant must not make any improvement to the Property unless the Landlord has first given written consent, where consent is required under section 190 Equality Act 2010.

18. Electrical Installation Inspection

(1) The Landlord is under an obligation to do the following in accordance with regulation 3 of the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (duties of landlords in relation to electrical installations etc.)-

a. to ensure that relevant electrical safety standards are met during any period when the Property is occupied under the Tenancy;

b. to ensure relevant electrical installations in the Property are inspected and tested by a qualified person (within the meaning of that regulation) at least every five years or, if required by the most recent report referred to in subparagraph (c.) below, earlier, and

c. to obtain a report from the person conducting that inspection and test, which gives the results of the inspection and test and the date by which the next inspection and test is required, and to supply a copy of that report to the Tenant.

19. Gas Fitting Record (if applicable)

draft

(1) The Landlord is under an obligation to do the following in accordance with regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 (duties of landlords) ("the 1998 Regulations")-

a. to ensure that there is maintained in a safe condition any relevant gas fitting and any relevant flue which serves a relevant gas fitting;

b. to ensure that each appliance and flue to which that duty extends is checked for safety:

i. by, or by an employee of, a member of a class of persons approved, at the time of the check, by the Health and Safety Executive, and ii. at intervals to be determined in accordance with the 1998 Regulations, and

c. to ensure that a record in respect of any appliance or flue so checked is made and, subject to exceptions, that a copy of that record is given to the Tenant.

(2) Subparagraph (1) only applies if there is a relevant gas fitting (within the meaning of regulation 36(1) of the 1998 Regulations) installed in or serving the Property, and that gas fitting is one to which the 1998 Regulations apply.

20. Tenant's Notice to Quit

(1) Section 5(1) of the Protection from Eviction Act 1977 (validity of notices to quit) applies in relation to the Tenancy.

(2) If the Tenant wishes to end the Tenancy, they must give the Landlord a notice to quit.

(3) The minimum notice period the Tenant must provide to the Landlord when giving a notice to quit the Property is two calendar months.

(4) The notice to quit must:

a. be in writing; and

b. expire at the end of a Tenancy period (the day before rent is due).

(5) Where the Tenant gives a valid notice to quit, the Tenant shall give vacant possession of the Property by the date specified in that notice.

21. Landlord Possession

(1) In accordance with the Housing Act 1988:

a. in most circumstances, the Landlord can only bring an end to the Tenancy by obtaining an order of the court for possession of the Property and the execution of the order, and

draft

b. if the Landlord seeks to obtain such an order—
    i. the Landlord or, in the case of joint Landlords, at least one of them must usually serve on the Tenant a notice of proceedings for possession which, amongst other requirements, is in the prescribed form and specifies the ground or grounds of possession, and
    ii. the ground or grounds of possession will determine the minimum period of notice, if any, that the Landlord must give before proceedings are begun.

(2) The Landlord wishes to be able to recover possession on one or more of the following Grounds in Schedule 2 of the Housing Act 1988:
    a. 1B, 2ZA to 2ZD, 4, 5 to 5H, 6A or 18;
    b. 1, 1A, 2, 4A, 6, 6B, 7, 7A, 7B, 8, 9, 10, 11, 12, 13, 14ZA, 14A, 15, 17;
    c. Any other available Ground not listed above; or
    d. Any other Ground as may be added or amended at the time of the Landlord serving notice.

(3) If the Tenant is at least 14 days late in paying the rent or any part of it, whether or not the rent has been formally demanded or has broken any terms of this agreement, then, subject to any statutory provisions, the Landlord may forfeit (i.e. bring to an end) the Tenancy and recover possession of the Property. Any other rights or remedies the Landlord may have will remain in force. (*Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977. The Landlord cannot enter the Property or evict a Tenant without a court having first made an order for possession*).

(4) The Tenant shall comply with any notice served by the Landlord or agent.

21A. Student HMO Ground 4A Written Statement

(1) The landlord wishes to be able to recover possession on the basis that—
    a. the tenant meets the student test when the tenancy is entered into, and
    b. the landlord intends, on the next occasion on which the dwelling-house is let, to let it to a tenant who meets the student test when that new tenancy is entered into.

22. Serving Notices

(1) For the purposes of section 48 Landlord and Tenant Act 1987, the address in England or Wales at which notices (including notices in proceedings) may be served on the Landlord by the Tenant is that contained under the Landlord's

draft

address under Key Matters at the front of this written statement, unless the Landlord has notified the Tenant in writing of a change of address.

(2) Any notice or document given to the Tenant under, or in connection with, this Tenancy shall be deemed properly served:

a. Post – if sent by first-class post, Royal Mail Signed For™ or any other next day postal service, properly addressed to the Tenant by name at the Property or the Tenant's last known address. It is deemed received on the first day after posting that is not a Sunday or a public holiday in England and Wales.

b. Hand delivery – if delivered by hand to the Property or to the Tenant's last known address. It is deemed received on the day of delivery.

c. Email – The Tenant is content to accept notices and documents by email. An email may include a link enabling the Tenant to view or download the notice or document, and it is deemed received on the day the email is sent, whether or not it is delivered to, or later moved to, the recipient's junk, spam or similar folder. The email to use for this purpose is: Lauren@ahahlets.co.uk

d. The Landlord is content to accept the service of any notice or document under or in connection with this agreement by email. An email may include a link enabling the Landlord to view or download the notice or document. An email so sent is deemed received on the day it is sent, whether or not it is delivered to, or later moved to, the recipient's junk, spam or similar folder. The email to use for this purpose is: contact@ahahlets.co.uk

(3) If any party (including any guarantor) changes its postal address, telephone number or email address, that party shall notify the other party in writing (including by email) as soon as practicable and, in any event, within a reasonable period. Until such notice is given, the last contact details provided may be relied upon for all communications, and any notice sent to those details shall be deemed validly served.

(4) Where the Tenant consists of more than one person, service in accordance with this agreement on any one of those persons (whether by delivery to the Property or by email to that person's service address) shall constitute valid and effective service on all of them, and time for any response or compliance shall run from the date of deemed service on that person.

(5) In this agreement, "public holiday" means Christmas Day, Good Friday or any day that is, or is proclaimed, a bank holiday in England and Wales.

(6) The Tenant shall promptly forward to the Landlord any correspondence, notices, orders or directions addressed to or affecting the Landlord. The Tenant shall not act on such correspondence on the Landlord's behalf without the Landlord's prior written consent, save that the Tenant shall take any steps reasonably necessary to prevent immediate damage or danger pending the Landlord's instructions.

draft

(7) Before or on the last day of the Tenancy, the Tenant shall provide the Landlord with a postal address and, if available, an email address at which the Tenant can be contacted after the Tenancy has ended. If the Tenant fails to provide a post-tenancy address, notices may continue to be served at the Property or the Tenant's last known address .

23. End of the Tenancy

(1) The Tenant shall leave the Property and all the Landlord's items in the same rooms, in the same state of cleanliness and condition as they were at the start of the Tenancy, except for fair wear and tear, regardless of how the Tenancy ended (including an agreed surrender).

(2) The Tenant shall remove all rubbish from the Property, except one dustbin, wheelie bin or black refuse sack worth, which may be left in the appropriate place for collection, before returning the Property to the Landlord.

(3) The Tenant shall give vacant possession of the Property and return the Property's keys, security devices, and permits to the Landlord on the agreed termination date or at the end of the Tenancy (whichever is sooner). The Tenant also agrees to pay any reasonable costs incurred by the Landlord or agent in changing locks or security devices, or in securing the Property against re-entry, where keys or security devices are not returned (including the cost of a contractor).

(4) Upon termination of the Tenancy, if the Tenant has obtained a residential parking permit associated with the Property, the Tenant must promptly notify the appropriate local authority and any organisation overseeing the residential parking permit program of their change in residence. The Tenant must then surrender the permit and provide the Landlord with verifiable proof of such actions.

(5) The Tenant will be responsible for paying all reasonable removal and/or storage charges for items left on the Property. The Landlord may remove any items. Where the Tenant has provided a post-tenancy address, the Landlord will notify the Tenant that items can be collected at that address. If the Tenant fails to collect the items within 14 days thereafter, the items will be disposed of, and the Tenant will be liable for all reasonable disposal costs. Where the Tenant has not provided a post-tenancy address, items will be disposed of within seven days of the end of the Tenancy, and the Tenant will be liable for all reasonable disposal costs. In either case, the costs may be deducted from any sale proceeds and/or deposit, and any remaining costs will remain the Tenant’s liability.

draft

24. Costs for Breaches or Failure to Comply with Tenant's Obligations Under This Agreement

(1) The Tenant is responsible for any reasonable costs or losses (which may include potential future rent or the Landlord's or agent's time) reasonably incurred to compensate the Landlord, for any of the following:
   a. breach of a term of this agreement;
   b. failure to comply with any obligation under this agreement;

(2) If the rent has not been paid in full before 14 days from when it was due, the Tenant must pay a daily aggregate interest rate of 3% above the Bank of England base rate from when the rent was due and whilst any rent remains unpaid.

(3) The Tenant shall protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any term contained in this agreement.

(4) The Tenant shall pay the full costs of any action taken, including court fees and all other associated costs, limited to only those costs the court awards for any of the following:
   a. breach of a term of this agreement;
   b. failure to comply with any obligation under this agreement;
   c. possession of the Property (whether due to the Tenant's fault or not)

(5) If a bond scheme (for example, operated by a local authority or charity) has been arranged in connection with this Tenancy, any costs or losses may be claimed by the Landlord from the bond scheme.

25. Additional Terms

Utilities Allowance

The property is let including utilities, subject to the limits below; these amounts are weekly: £
per week for gas, electricity and water for the whole property. Any usage above these limits weekly will be
charged out equally to the tenants at the supplier's prevailing rate. This will be calculated at the end of the tenancy as an average, not monthly, and will be evidenced to the tenants.

You must take meter reads when you move in for your own records. If at the end of the tenancy you have exceeded this amount, the bill will be split equally between all tenants.

draft

Ground 4A Student Letting Written Statement

Property:

Tenant Names:

Landlord:

This written statement is given before the Tenancy is entered into for the purposes of ground 4A in Schedule 2 to the Housing Act 1988, as amended by the Renters' Rights Act 2025.

The Landlord states that:

Student status at the start of the tenancy

The Landlord wishes to be able to recover possession on the basis that the Tenant meets the student test when the Tenancy is entered into.

Intention for the next letting

The Landlord wishes to be able to recover possession on the basis that, on the next occasion on which the dwelling-house is let, the Landlord intends to let it to a tenant who meets the student test when that new tenancy is entered into.

Important information

draft

This statement is intended to satisfy the written statement requirement for ground 4A.

Ground 4A is aimed at certain student lettings.

The ground is only available where all statutory conditions are met.

Giving this statement does not by itself guarantee possession. A court would still need to be satisfied that the legal requirements for ground 4A are met at the relevant time. In particular, the tenancy must fall within the type and timing requirements set by the legislation, including the rules about Houses in Multiple Occupation (where applicable), the student test, the tenancy length, and the period in the year when possession is sought.

Where there is more than one tenant, all tenants must meet the student test when the tenancy is entered into.

The student test is met if the tenant is a full-time student at that time, or if at that time the landlord reasonably believes that the tenant will become a full-time student during the tenancy.

Student letting confirmation

This Property is being let on the basis that it is intended for student occupation. The Landlord may therefore wish to recover possession at the end of the relevant letting cycle so that, on the next occasion, the Property is let, it can again be let to student tenant(s).

draft

Written Statement of Terms

Statement of terms given by the agent (contractor) – section 16D(8) Housing Act 1988

Key Matters

Date of agreement	
Landlord's name(s)	
Landlord's address	C/O A Home After Halls Limited 70-76 North Hill Plymouth PL4 8HF
Tenant name(s)	
The address of the dwelling-house	
The date the Tenant is first entitled to possession	
Rent payable	
Payable in advance every	Calendar month
The First FULL payment of rent shall be payable on	
And thereafter, shall be payable on the	
Method of payment	By standing order using the following bank details: Account name: A Home After Halls Limited Sort Code: 30-98-37 Account Number: 73632568

draft

1. General Provisions and Definitions

(1) The following definitions have the following meanings throughout this written statement:
    a. **Landlord**: the individual(s), company, charity or other entity as shown in Landlord's Name under Key Matters
    b. **Tenant**: the named Tenants under Key Matters
    c. **Property**: the address of the dwelling-house let as shown under Key Matters
    d. **Tenancy**: the Tenancy granted by the Landlord to the Tenant under the terms and conditions of this agreement, contained within this written statement.

(2) This tenancy is intended to be an assured periodic tenancy. The Tenancy periods start and end the same as the rental periods.

(3) Any reference to the Landlord includes a reference to the Landlord's agent as applicable.

(4) If furniture is provided, the Tenancy includes the use of the Landlord's furniture and furnishings, as set out in the inventory (if any).

(5) The Tenancy includes the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives. Any Tenant obligations under this Tenancy extend to communal areas.

(6) Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement (this means each will be liable for all sums due under the agreement, not just a proportionate share).

(7) Any obligation on the Tenant under this agreement includes an obligation to take reasonable steps to ensure that any person the Tenant invites into, allows into, or permits to remain at the Property (including visitors and guests) complies with that obligation, and not to permit or allow any such person to do anything which, if done by the Tenant, would be a breach of this agreement.

2. Initial Requirements

(1) This agreement is subject to the Property being vacant and available to let on the date the Tenant is entitled to possession. If, for any reason (including but not limited to the previous occupier(s) failing to vacate, or damage by fire, flood or other event), the Property is not vacant and available, this agreement will not take effect.

(2) The Landlord is not required to give possession (including keys) unless and until the first rent and, if applicable, tenancy deposit have been received in cleared funds.

(3) If not received by the date/time that the Tenant is entitled to possession, the Landlord may delay giving possession until payment is received.

draft

(4) If payment is not received within five working days after the date that the Tenant is entitled to possession, the Landlord may treat the Tenant as having repudiated and may end/cancel the agreement by written notice to the extent it has not already been performed by the grant of possession.

3. Rent

(1) The Tenant shall pay the rent in advance, whether formally demanded or not, on time, at the times and in the manner set out in this agreement and shall not make any unlawful deduction from the rent.

(2) Any person paying the rent, or any part of it, for the Property shall be deemed to have paid it as an agent, for and on behalf of the Tenant, which the Landlord shall be entitled to assume without enquiry.

(3) If the Landlord makes a new proposal to increase the rent under the Tenancy, the Landlord must serve a notice on the Tenant in accordance with section 13 of the Housing Act 1988 (increases of rent under assured tenancies other than relevant low-cost tenancies).

(4) If the Landlord accepts rent or any other payment after a circumstance has arisen which may entitle the Landlord to seek an order for possession, acceptance of that payment will not create a new tenancy and the Landlord may still, within the restrictions of the law, pursue a claim for possession.

4. Utilities, Services, Rates or Taxes

(1) Where any charge listed in this clause is payable by the Tenant to the Landlord (rather than directly to a service provider), that charge is payable in addition to the rent unless this clause expressly states that it is included within the rent. The amount of each payment and when it is due will be as set out in the relevant sub-paragraph below, or, where the amount depends on usage, the Landlord will notify the Tenant by invoice.

(2) Where the Property is deemed an HMO for Council Tax purposes, the Landlord will be liable for council tax. If the Property is or becomes banded by an appropriate authority, the Tenant will be liable for the council tax or any replacement. If there is doubt about who is liable, it will be determined by section 6 of the Local Government Finance Act 1992 (or any equivalent replacement) and as assessed by the Valuation Office Agency (or equivalent authority).

(3) The gas will be paid by the Landlord subject to a fair use policy. "Fair use" means the reasonable use by a typical occupier. The Tenant will pay the

draft

Landlord or agent any amount in excess of "fair use" within 14 days of written demand.

(4) The electricity will be paid by the Landlord subject to a fair use policy. "Fair use" means the reasonable use by a typical occupier. Fair use does not include charging any vehicle (e.g., car, bike, scooter), and the Tenant will, upon request, provide consumption details. The Tenant will pay the Landlord or agent anything over what is "fair use" within 14 days of a written demand.

(5) The water and sewerage will be paid by the Landlord subject to a fair use policy. "Fair use" means the reasonable use by a typical occupier. The Tenant will pay the Landlord or agent anything over what is "fair use" within 14 days of a written demand.

(6) The Landlord provides a TV licence for the communal areas; provision of a licence for the Tenant's room, if required, is the Tenant's own responsibility.

(7) The rent includes the use of internet broadband supplied by a reputable provider determined by the Landlord, which may be changed by the Landlord at any time without notice. The Tenant shall comply with the terms and conditions of the internet broadband supplier, and the Landlord shall supply a website link to the terms and conditions within seven days of a request by the Tenant.

(8) The Tenant must pay for all other outgoings relating to the Property that apply during the Tenancy.

(9) The Tenant must not use power sockets in shared or communal areas to charge or power personal items.

(10) Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, whether during or at the end of the Tenancy, the Tenant is to pay or be liable to pay the costs associated with reconnecting or resuming those services.

(11) If the gas, electricity, or water meter is changed to a pre-payment meter during the Tenancy, the Tenant shall arrange for a non-pre-payment meter to be returned to the Property at the end of the Tenancy and shall pay all charges, unless the Landlord requested or consented to the meter change.

(12) If a charge becomes payable by the Landlord relating to a period during the Tenancy due to a default by the Tenant (for example, but not limited to, a failure by the Tenant to pay a utility bill), the Tenant will reimburse the Landlord for any reasonable payment the Landlord has made.

(13) Where any charge towards energy efficiency improvements under a green deal plan (within the meaning of section 1 of the Energy Act 2011) is payable by the Tenant to the Landlord, the Tenant shall pay the amount and at the times notified by the Landlord.

5. Occupiers and Children

draft

(1) The Property may only be occupied as a home by:
    a. the Tenant(s); and
    b. any person named in this agreement as a permitted occupier; and
    c. any child of a Tenant (including a child for whom a Tenant has parental responsibility) who lives with the Tenant as part of the Tenant's household.

(2) The Tenant must not allow any other person (of any age) to live at the Property or use it as their home, other than those permitted by subparagraph (1).

(3) The Tenant must notify the Landlord in writing as soon as reasonably practicable, and in any event within 14 days, if any child starts living at the Property under subparagraph (1)c. The month and year of birth are sufficient.

(4) The Tenant does not need the Landlord's consent for a child to live at the Property. The notice requirement in subparagraph (3) is intended to help the Landlord comply with legal, licensing, and safety obligations that may be affected by changes in occupation (including HMO and overcrowding requirements).

(5) The Tenant must cooperate with any reasonable steps necessary for compliance resulting from a change in occupation, including providing relevant information and allowing access on reasonable notice.

(6) The persons named below are permitted occupiers only and do not have any rights or obligations as per the Tenant(s) listed under Key Matters, and are only permitted to reside at the Property with the permission of the Tenant:

None

6. Occupation

(1) The Tenant shall use the Property as a private dwelling only and remain the Tenant's only or principal home throughout the Tenancy.

(2) The Tenant shall not use the Property or allow others to use it illegally, immorally, cause a nuisance, annoyance or damage to neighbouring, adjoining or adjacent property or to their owners or occupiers. This includes any nuisance caused by noise.

(3) The Tenant shall not assign, sub-let, part with or share possession of the whole or any part of the Property.

(4) The Tenant shall not leave the Property unoccupied for more than 14 days without providing the Landlord with prior reasonable written notice.

(5) The Tenant shall use the Property in a tenant-like manner.

(6) The Tenant shall not park any vehicle or other thing on any forecourt, parking space or similar area (if any) nor allow anyone else to do so without the prior written consent of the Landlord. Such consent (if given) may require additional

draft

periodic payments and the incorporation of terms and conditions as the Landlord may require from time to time.

(7) Subject to the next paragraph, the Tenant shall not carry on any profession, trade or business at the Property nor allow anyone else to do so.

(8) Without the Landlord's prior written consent, the Tenant shall not carry on a "home business" at the Property as defined by section 43ZA of the Landlord and Tenant Act 1954 (or as defined by regulations made under that section).

(9) Per the manufacturer's instructions, the Tenant can connect their electronic equipment to the Property's 'smart' devices unless the Landlord explicitly prohibits a specific device. However, the Landlord does not provide technical support, warranty, or guarantee of functionality or compatibility with the Tenant's electronic equipment. Prior to vacating the Property, the Tenant must disconnect, reset, and unpair all connected smart devices in accordance with the manufacturer's instructions. Such devices may include, but are not limited to, thermostats, room sensors, doorbells, cameras, alarm systems, and other 'smart' devices.

(10) The Tenant shall promptly notify the Landlord in writing when the Tenant becomes aware of any notices, proceedings or letters relating to the Landlord, the Property or the use of the Property and forward copies of them without unreasonable delay.

(11) The Tenant shall promptly notify the Landlord of any fire, burglary, or attempted burglary.

(12) The Tenant must observe any valid restrictions or obligations affecting the Property under a headlease, title covenant or similar document, so far as those obligations have been supplied to the Tenant and are capable of applying to the Tenant’s occupation. This does not require the Tenant to pay the Landlord’s rent, ground rent, service charge or similar charges. The Tenant must reimburse the Landlord for any reasonable loss caused by the Tenant’s breach of those obligations.

draft

7. Requesting Consent for a Pet

(1) The Tenant may keep a pet at the Property if the Tenant asks to do so in accordance with section 16A Housing Act 1988 (requesting consent to keep a pet) and the Landlord consents. Such consent is not to be unreasonably refused by the Landlord.

(2) The Tenant must not keep any pet at the Property unless and until the Landlord has given written consent.

(3) A request for consent must:

   a. be in writing; and

   b. include a description of the pet for which consent is sought.

(4) The Landlord may make reasonable requests for further information about the pet and/or the proposed keeping of the pet at the Property in order to consider the request, and the Tenant must provide that information within a reasonable time.

(5) If the Landlord reasonably needs the consent of a superior landlord, freeholder, management company, insurer, or other third party to permit the pet, the Tenant must co-operate and (if requested) provide any information reasonably required for the Landlord to seek that consent. The Tenant authorises the Landlord to share relevant information about the request and the pet for that purpose.

(6) The Landlord's decision (to grant or refuse consent) will be given in writing. If consent is granted, it may be subject to reasonable conditions notified in writing (for example, conditions aimed at preventing nuisance, protecting the Property from damage or infestation, and ensuring the Tenant remains responsible for any damage or cleaning required due to the pet).

(7) This section deals only with a pet living at the Property. Section 16A does not apply to animals which do not live at the Property. The Tenant must not bring into, or allow at, the Property any animal which will not live at the Property without the Landlord's prior written consent, which may be given or refused at the Landlord's discretion.

8. Access

(1) The Tenant shall permit the Landlord and any superior Landlord, agent, contractors, surveyors, valuers or anybody authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency), to enter the Property at all reasonable times for any of the following purposes:

a. inspection for any obligation under statute or this agreement,
b. inspecting the state and condition of the Property,
c. investigate or carry out a repair or maintenance,
d. gas safety record (where gas is supplied to the Property),
e. electrical safety testing or inspection,
f. energy efficiency or energy performance certificate,
g. survey,
h. to conduct viewings with a prospective tenant or purchaser,
i. any other reasonable purpose.

(2) When attending with prospective tenants or purchasers, the Tenant shall ensure that electricity and gas are kept on, the Property is kept tidy and presentable, and the Property is kept warm during viewing periods.

(3) When carrying out a gas or electrical safety test, the Tenant shall ensure that the gas or electricity, as applicable, has sufficient credit, is switched on and is

draft

working to allow the contractor to conduct the relevant testing. If the contractor is unable to conduct the relevant testing due to a breach of this term, the Tenant is to pay reasonable compensation to the Landlord or agent for attending, or for the costs of a contractor attending.

(4) Where a date and/or time has been notified, and there has been no objection, the Landlord, contractor or other individual acting on behalf of the Landlord may enter using the Landlord's keys.

(5) Where a date and/or time has been notified, and there has been no objection or the date and time has been agreed, and the Landlord, contractor or other person was unable to gain entry, the Tenant is to pay reasonable compensation to the Landlord or agent for attending, or for the costs of a contractor attending.

(6) Any breach of any part of this term will result in the Tenant being liable to the Landlord or agent for any costs or losses (including potential costs or losses) due to the breach. Those costs or losses include (but are not limited to) contractor call-out fees, potential rent losses and Council Tax, which the Landlord may not otherwise have been liable for (for example, during a vacant period that may have been avoidable).

9. Locks, Keys and Security Devices

(1) The Tenant shall only change the locks or security devices with the Landlord's prior written consent.

(2) Where a key or other security device is lost, the Tenant must pay the reasonable costs incurred by the Landlord or agent (including the contractor's cost) for providing replacement keys or security devices.

(3) The Tenant must not exit the Property without keys (or other security devices) except in an emergency, such as a fire. Where the Landlord or agent attends the Property to gain entry at the Tenant's request or that of someone acting on the Tenant's behalf, the Tenant is to pay reasonable compensation to the Landlord or agent for attending, or for the costs of a contractor attending.

(4) The Landlord is entitled to retain a key or security device, including if the Tenant changes the locks or security devices in breach of this Tenancy.

(5) If the dwelling contains a burglar alarm, the Tenant must not change the burglar alarm codes without the Landlord's written consent, must activate the alarm when the dwelling is not occupied, and must regularly check that the burglar alarm is working. The Landlord is not required to provide a regular maintenance contract or repair any burglar alarm.

10. Insurance

draft

(1) If the Landlord insures the dwelling and the insurance considers the dwelling uninhabitable, the insurance (if any) may contribute towards alternative accommodation or the rent payable (if covered by the policy). The Landlord agrees to notify the insurance of a potential claim within a reasonable period.

(2) The Tenant shall not do or permit to be done in or about the Property any act or thing which may render void or invalidate the insurance of the Property or the building against any insured risk or otherwise increase the ordinary premium for the insurance. Details of the Landlord's insurance will be provided on written request.

(3) The Tenant shall notify the Landlord of any change in circumstances that may affect the Landlord's insurance of the Property.

(4) The Tenant will pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of the Tenant's visitors or persons known to the Tenant.

(5) The Landlord's insurance does not cover the Tenant's possessions. The Tenant is strongly advised to insure their own possessions with a reputable insurer.

11. Looking After the Property and Cleanliness

(1) The Tenant shall check any inventory provided and notify the Landlord in writing of any errors or disagreements within seven days of receiving it. If the Tenant does not respond within seven days, the inventory will be treated as accepted as provided.

(2) The Tenant shall make good all damage and breakages to the Property (including common areas) and its contents that may occur during the Tenancy, which are the Tenant's responsibility (except fair wear and tear and accidental damage by fire).

(3) The Tenant shall promptly replace all broken glass with the same quality where the Tenant, the Tenant's family or visitors cause the breakage.

(4) The Tenant shall comply, within a reasonable time, with any notice from the Landlord advising the Tenant of the need to attend to any repair or maintenance items for which the Tenant is responsible.

(5) Where the Tenant requests a repair and on inspection, the problem has been caused by a failure on the part of the Tenant (for example, drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), or, The Tenant fails to allow entry to a contractor during some notified period of time, the Tenant agrees to be responsible for the reasonable costs of the contractor's visit.

(6) The Tenant shall not request, obtain, order or authorise an energy performance certificate, electrical inspection/test or gas safety record except with the prior express written consent of the Landlord.

draft

(7) The Tenant shall not carry out any internal or external decorating without the Landlord's prior written consent (not to be unreasonably withheld).

(8) The Tenant shall not add or alter anything to the internal or external structure of the building. Before attaching anything to the Property's walls, the Tenant must obtain the Landlord's written consent. If consent is granted, the Tenant must not drill any holes above radiators, sockets, or switches to ensure safety and prevent potential damage.

(9) The Tenant must not use Blu-Tack or any similar adhesive on the walls, as it must be removed without leaving a residue or causing damage.

(10) The Tenant shall ensure that the Property is kept adequately heated and ventilated to prevent damage from condensation. Furthermore, the Tenant shall ensure any extractor fans (or similar) are correctly used in the relevant room, are not turned off or blocked, and are kept clean.

(11) The Tenant shall not damage the Property by drying clothes or other items in ways that generate excessive moisture — for example, draping wet washing over radiators, doors, window fittings or door furniture — as this can lead to condensation and damage to surfaces and finishes.

(12) The Tenant shall not cut, chop or prepare food directly on kitchen worktops, and shall not mark or scorch them in any way. The Tenant shall at all times use appropriate boards or protection to safeguard the work surfaces.

(13) If there is an oven (whether or not shared with others), the Tenant shall keep it clean and leave it in the same state of cleanliness as it was at the beginning of the Tenancy.

(14) Where an oven grill is designed to operate with the door closed, the Tenant shall not use it with the door open. Doing so can damage adjacent cupboards and the oven itself.

(15) The Tenant shall not operate toasters, kettles, and similar heat-producing appliances directly beneath kitchen wall units, as rising heat and steam can damage the cabinets above.

(16) The Tenant shall not use bleach or bleach-based cleaning products on any surface, fixture, or fitting in the Property—particularly shower panels, taps, countertops, or flooring—except when cleaning directly inside toilet bowls or drains. The Tenant must follow any cleaning instructions provided by the Landlord or the manufacturer, and, if unsure about a particular cleaning product or method, contact the Landlord for guidance. Any damage resulting from the prohibited use of bleach or other corrosive substances is the Tenant's responsibility, including the cost of any necessary repairs or replacements.

(17) The Tenant shall wash and clean all items that may have become soiled during the Tenancy.

(18) The Tenant shall keep the windows clean.

(19) The Tenant shall not cause blockage to the drains and pipes, gutters and channels in or about the Property.

draft

(20) The Tenant shall take all reasonable precautions to prevent damage to any pipes or other installations to the Property that may be caused by frost, provided the pipes and other installations are kept adequately insulated by the Landlord.
(21) The Tenant shall keep the general external appearance looking clean, tidy and respectable, including keeping curtains or blinds clean and properly hung or fitted.
(22) The Tenant shall not place or exhibit any notice board or notice visible outside the Property advertising any profession, trade, business, goods or services.
(23) If there is a garden at the Property for the exclusive use of the Tenant, the Tenant shall keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs, hedges, and trees pruned, but not alter the character or layout of the garden or grounds.
(24) The Tenant shall not bring any waterbed, hot tub or similar water-filled item into the Property without the Landlord's prior written permission.

12. Rubbish, Waste and Vermin

(1) The Tenant shall dispose of all rubbish and waste properly and in accordance with local authority requirements. This includes (but is not limited to) ensuring all rubbish is properly placed in a wheelie bin approved by the local authority and left neat and tidy whilst awaiting collection.
(2) The Tenant must not put rubbish anywhere other than the provided areas.
(3) If the Tenant produces more rubbish than the local authority will collect, or if rubbish/waste is too large for collection, the Tenant must promptly make appropriate arrangements for the lawful removal and disposal of all waste or rubbish.
(4) The Tenant agrees to take all reasonable and practical steps to keep the Property free of vermin infestation. Should an infestation occur during the Tenancy, the Tenant will arrange and pay for pest control, unless the infestation arises from the Landlord's failure to fulfil their repairing obligation.

13. Safety, Maintenance and Dangerous or Flammable Goods

(1) The Tenant shall not allow paraffin or gas cylinder/bottle heaters at the Property.
(2) The Tenant shall not keep any dangerous or flammable goods, materials or substances in or around the Property apart from those required for general household use.

draft

(3) The Tenant shall ensure all possessions belonging to the Tenant are safe and not bring any unsafe item into the Property (electrical or otherwise).
(4) The Tenant shall not use or allow to be used any open chip pans or other potentially dangerous household items.
(5) The Tenant shall only burn solid fuel at the Property (e.g. logs or coal) with the Landlord's prior written consent (except for normal barbecue use outside), which shall not be unreasonably withheld. Consent may include conditions (for example, requiring the Tenant to arrange and pay for the chimney to be swept at least once a year before the cold months).
(6) The Tenant shall not remove or damage any fire facilities, equipment, alarms, or devices (nor allow any other person to).
(7) The Tenant shall ensure all fire facilities, equipment and devices provided in respect of the Property are subject to a suitable system of maintenance and are maintained in an efficient state, in efficient working order and in good repair. The Tenant shall cooperate with the Landlord for this purpose.
(8) The Tenant shall regularly check, maintain, clean and replace batteries as necessary on all smoke, carbon monoxide or fire alarms within the Property.
(9) The Tenant shall ensure that all common areas (if any) are kept clean and free from obstruction. If the Tenant causes (or allows) any obstruction to the common areas of the building, then the Landlord, acting reasonably, may remove the obstruction and charge the Tenant the costs.
(10) The Tenant shall not use candles except in an emergency (for example, power is cut at night).
(11) The Tenant shall not use incense sticks (nor similar) inside the Property.
(12) The Tenant shall neither smoke nor vape in the building nor allow anyone else to.
(13) The Tenant must not prop open any fire doors in the Property except by any built-in system that closes them in the event of a fire.
(14) The Tenant must keep fire doors closed when not in use.
(15) The Tenant must not disable, interfere with, or tamper with fire door self-closing devices.
(16) The Tenant must immediately report any faults or damage to the fire doors, fire alarms or any other fire precaution equipment to the Landlord.
(17) The Tenant shall not make any changes to the electrical installation, including changing light fittings, switches, or adding sockets, without the Landlord's prior written consent. Any unauthorised change may compromise electrical safety and could require an electrical inspection and remedial work at the Tenant's expense.
(18) The Tenant shall comply with the Legionella control guidance attached to this Written Statement.
(19) The Tenant shall not leave any rechargeable battery unattended while charging and shall ensure that all charging is carried out in accordance with the

draft

manufacturer's instructions, using only the charger supplied or approved by the manufacturer. The Tenant shall not charge any damaged battery or device.

(20) The Tenant shall not bring or store any e-bike, e-scooter, or similar battery powered vehicle (or its battery) inside any building at the Property, including communal areas, unless the Landlord has given prior written consent. Where consent is given, the Tenant shall comply with any reasonable conditions, including those relating to charging and storage.

14. Management Regulations

(1) The Tenant shall comply with any rules and regulations reasonably required by the Landlord to properly manage or improve the Property. The Landlord will discuss any new rules and regulations with the Tenant before introducing them and consider the Tenant's views reasonably.

15. Fitness for Human Habitation

(1) The Landlord is under an obligation to ensure that the Property is fit for human habitation to the extent required by section 9A of the Landlord and Tenant Act 1985 (LTA1985):
   a. at the start of the Tenancy; and
   b. throughout the Tenancy.

(2) Section 9A LTA1985 applies to the Property and (where the Property forms part of a building) to any common parts of the building in which the Landlord has an estate or interest.

(3) The Landlord's obligation under section 9A LTA1985 does not require the Landlord:
   a. to carry out works or repairs for which the Tenant is responsible (including because the Tenant must use the Property in a tenant-like manner), and the Landlord is not liable for the Property being unfit for human habitation to the extent the unfitness is wholly or mainly attributable to the Tenant's breach of this agreement;
   b. to rebuild or reinstate the Property if it is destroyed or damaged by fire, storm, flood, or other inevitable accident;
   c. to keep in repair or maintain anything the Tenant is entitled to remove from the Property;
   d. to carry out works or repairs which, if carried out, would put the Landlord in breach of an obligation imposed by law;

draft

e. to carry out works or repairs requiring the consent of a superior landlord or other third party where consent has not been obtained despite the Landlord using reasonable endeavours to obtain it; or
f. to make good any disrepair which the Landlord is not obliged to make good because of an exclusion or modification authorised by a court under section 12 of the LTA1985.

16. Repairs and Maintenance

(1) The Landlord is under a legal obligation, to the extent required by section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) (LTA1985), to-
   a. keep in repair the structure and exterior of the Property,
   b. keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation, and
   c. keep in repair and proper working order the installations in the Property for space heating and heating water.

(2) Where the Property forms part only of a building, the obligations in subparagraph (1) also apply (to the extent required by section 11 LTA1985) as if:
   a. references to the "Property" include any part of the building in which the Landlord has an estate or interest; and
   b. references to installations include any installation that directly or indirectly serves the Property, and which is either within any part of the building in which the Landlord has an estate or interest, or is owned by or under the control of the Landlord;
   c. but only where the disrepair or failure affects the Tenant's enjoyment of the Property or any common parts the Tenant is entitled to use.

(3) The Landlord is not required (by the obligations in subparagraph (1)) to:
   a. carry out works or repairs for which the Tenant is responsible because of the Tenant's duty to use the Property in a tenant-like manner;
   b. rebuild or reinstate the Property if it is destroyed or damaged by fire, tempest, flood, or other inevitable accident; or
   c. keep in repair or maintain anything the Tenant is entitled to remove from the Property.

(4) In determining the standard of repair required, regard is to be had to the age, character and prospective life of the Property, and the locality in which it is situated.

(5) Where compliance requires works or repairs outside the Property (or to an installation serving the Property) and the Landlord does not have sufficient rights to carry out the works, it is a defence for the Landlord to show that the

draft

Landlord used all reasonable endeavours to obtain adequate rights but was unable to do so.

(6) The Tenant must promptly notify the Landlord or agent, in writing, of any defect (whether or not caused by the Tenant's act, default, or neglect). Such notice is required wherever the defect is located, including (but not limited to) within the demise, the dwelling, communal areas, shared areas, outside the demise, the structure, or the exterior.

(7) The Tenant agrees that the Landlord's liability to repair does not arise until the Landlord has received notice in writing. Further, no breach of any repairing obligation arises if the Landlord then carries out the necessary work or repair with reasonable expedition.

(8) The Landlord supplies no TV aerial or satellite dish at the Property. The Tenant is responsible for repairing, replacing, maintaining, installing, or changing any TV aerial or satellite dish. During any change to a TV signal, it is not the Landlord's responsibility to repair, replace or install any TV aerial or satellite dish.

(9) The Tenant has use of all appliances provided with the Property, as listed in the inventory (if one), except those noted as not working. However, should any items require repair or be beyond repair, the Landlord does not undertake to arrange a repair, pay for any repair costs, or replace the appliance, except for those items the Landlord is required by law to maintain.

17. Equality Act 2010 Improvements

(1) Section 190 Equality Act 2010 (improvements to let dwelling houses) has the effect that a Landlord may not unreasonably withhold consent to a Tenant's application to make an improvement (within the meaning of section 190(9) of the Equality Act 2010) to the Property where—

   a. a disabled person (within the meaning of section 6 of the Equality Act 2010) occupies or intends to occupy the premises as their only or main home, and
   b. the improvement is likely to facilitate the disabled person's enjoyment of the premises, having regard to their disability, and
   c. the rights and obligations conferred by section 190 do not apply in so far as provision of a like nature is made by the Tenancy.

(2) An application under section 190 must be made in writing and include sufficient details of:

   a. the proposed works; and
   b. why, having regard to the disabled person's disability, the works are likely to facilitate that person's enjoyment of the Property.

draft

(3) The Landlord may give consent subject to conditions, but any condition must be reasonable. If the Landlord refuses consent, the Landlord must give the Tenant a written statement of the reason(s) why consent is withheld.

(4) Conditions may include (but are not limited to):

a. the Tenant must pay for or towards the cost of the improvement;

b. the improvements made are returned to their original state as at the start of the Tenancy.

(5) If the Tenant fails to comply with a reasonable condition imposed by the Landlord in relation to a relevant improvement, that failure is treated as a breach of this agreement.

(6) Under section 190, "improvement" means an alteration in, or addition to, the premises and includes—

a. an addition to or alteration in the Landlord's fittings and fixtures;

b. an addition or alteration connected with the provision of services to the premises;

c. the erection of a wireless or television aerial;

d. carrying out external decoration;

(7) The Tenant must not make any improvement to the Property unless the Landlord has first given written consent, where consent is required under section 190 Equality Act 2010.

18. Electrical Installation Inspection

(1) The Landlord is under an obligation to do the following in accordance with regulation 3 of the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (duties of landlords in relation to electrical installations etc.):

a. to ensure that relevant electrical safety standards are met during any period when the Property is occupied under the Tenancy;

b. to ensure relevant electrical installations in the Property are inspected and tested by a qualified person (within the meaning of that regulation) at least every five years or, if required by the most recent report referred to in subparagraph (c.) below, earlier, and

c. to obtain a report from the person conducting that inspection and test, which gives the results of the inspection and test and the date by which the next inspection and test is required, and to supply a copy of that report to the Tenant.

19. Gas Fitting Record (if applicable)

draft

(1) The Landlord is under an obligation to do the following in accordance with regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 (duties of landlords) ("the 1998 Regulations")-

a. to ensure that there is maintained in a safe condition any relevant gas fitting and any relevant flue which serves a relevant gas fitting;

b. to ensure that each appliance and flue to which that duty extends is checked for safety:

i. by, or by an employee of, a member of a class of persons approved, at the time of the check, by the Health and Safety Executive, and ii. at intervals to be determined in accordance with the 1998 Regulations, and

c. to ensure that a record in respect of any appliance or flue so checked is made and, subject to exceptions, that a copy of that record is given to the Tenant.

(2) Subparagraph (1) only applies if there is a relevant gas fitting (within the meaning of regulation 36(1) of the 1998 Regulations) installed in or serving the Property, and that gas fitting is one to which the 1998 Regulations apply.

20. Tenant's Notice to Quit

(1) Section 5(1) of the Protection from Eviction Act 1977 (validity of notices to quit) applies in relation to the Tenancy.

(2) If the Tenant wishes to end the Tenancy, they must give the Landlord a notice to quit.

(3) The minimum notice period the Tenant must provide to the Landlord when giving a notice to quit the Property is two calendar months.

(4) The notice to quit must:

a. be in writing; and

b. expire at the end of a Tenancy period (the day before rent is due).

(5) Where the Tenant gives a valid notice to quit, the Tenant shall give vacant possession of the Property by the date specified in that notice.

21. Landlord Possession

(1) In accordance with the Housing Act 1988:

a. in most circumstances, the Landlord can only bring an end to the Tenancy by obtaining an order of the court for possession of the Property and the execution of the order, and

draft

b. if the Landlord seeks to obtain such an order—
    i. the Landlord or, in the case of joint Landlords, at least one of them must usually serve on the Tenant a notice of proceedings for possession which, amongst other requirements, is in the prescribed form and specifies the ground or grounds of possession, and
    ii. the ground or grounds of possession will determine the minimum period of notice, if any, that the Landlord must give before proceedings are begun.

(2) The Landlord wishes to be able to recover possession on one or more of the following Grounds in Schedule 2 of the Housing Act 1988:
    a. 1B, 2ZA to 2ZD, 4, 5 to 5H, 6A or 18;
    b. 1, 1A, 2, 4A, 6, 6B, 7, 7A, 7B, 8, 9, 10, 11, 12, 13, 14ZA, 14A, 15, 17;
    c. Any other available Ground not listed above; or
    d. Any other Ground as may be added or amended at the time of the Landlord serving notice.

(3) If the Tenant is at least 14 days late in paying the rent or any part of it, whether or not the rent has been formally demanded or has broken any terms of this agreement, then, subject to any statutory provisions, the Landlord may forfeit (i.e. bring to an end) the Tenancy and recover possession of the Property. Any other rights or remedies the Landlord may have will remain in force. (*Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977. The Landlord cannot enter the Property or evict a Tenant without a court having first made an order for possession*).

(4) The Tenant shall comply with any notice served by the Landlord or agent.

21A. Student HMO Ground 4A Written Statement

(1) The landlord wishes to be able to recover possession on the basis that—
    a. the tenant meets the student test when the tenancy is entered into, and
    b. the landlord intends, on the next occasion on which the dwelling-house is let, to let it to a tenant who meets the student test when that new tenancy is entered into.

22. Serving Notices

(1) For the purposes of section 48 Landlord and Tenant Act 1987, the address in England or Wales at which notices (including notices in proceedings) may be served on the Landlord by the Tenant is that contained under the Landlord's

draft

address under Key Matters at the front of this written statement, unless the Landlord has notified the Tenant in writing of a change of address.

(2) Any notice or document given to the Tenant under, or in connection with, this Tenancy shall be deemed properly served:

a. Post – if sent by first-class post, Royal Mail Signed For™ or any other next day postal service, properly addressed to the Tenant by name at the Property or the Tenant's last known address. It is deemed received on the first day after posting that is not a Sunday or a public holiday in England and Wales.

b. Hand delivery – if delivered by hand to the Property or to the Tenant's last known address. It is deemed received on the day of delivery.

c. Email – The Tenant is content to accept notices and documents by email. An email may include a link enabling the Tenant to view or download the notice or document, and it is deemed received on the day the email is sent, whether or not it is delivered to, or later moved to, the recipient's junk, spam or similar folder. The email to use for this purpose is: Lauren@ahahlets.co.uk

d. The Landlord is content to accept the service of any notice or document under or in connection with this agreement by email. An email may include a link enabling the Landlord to view or download the notice or document. An email so sent is deemed received on the day it is sent, whether or not it is delivered to, or later moved to, the recipient's junk, spam or similar folder. The email to use for this purpose is: contact@ahahlets.co.uk

(3) If any party (including any guarantor) changes its postal address, telephone number or email address, that party shall notify the other party in writing (including by email) as soon as practicable and, in any event, within a reasonable period. Until such notice is given, the last contact details provided may be relied upon for all communications, and any notice sent to those details shall be deemed validly served.

(4) Where the Tenant consists of more than one person, service in accordance with this agreement on any one of those persons (whether by delivery to the Property or by email to that person's service address) shall constitute valid and effective service on all of them, and time for any response or compliance shall run from the date of deemed service on that person.

(5) In this agreement, "public holiday" means Christmas Day, Good Friday or any day that is, or is proclaimed, a bank holiday in England and Wales.

(6) The Tenant shall promptly forward to the Landlord any correspondence, notices, orders or directions addressed to or affecting the Landlord. The Tenant shall not act on such correspondence on the Landlord's behalf without the Landlord's prior written consent, save that the Tenant shall take any steps reasonably necessary to prevent immediate damage or danger pending the Landlord's instructions.

draft

(7) Before or on the last day of the Tenancy, the Tenant shall provide the Landlord with a postal address and, if available, an email address at which the Tenant can be contacted after the Tenancy has ended. If the Tenant fails to provide a post-tenancy address, notices may continue to be served at the Property or the Tenant's last known address .

23. End of the Tenancy

(1) The Tenant shall leave the Property and all the Landlord's items in the same rooms, in the same state of cleanliness and condition as they were at the start of the Tenancy, except for fair wear and tear, regardless of how the Tenancy ended (including an agreed surrender).

(2) The Tenant shall remove all rubbish from the Property, except one dustbin, wheelie bin or black refuse sack worth, which may be left in the appropriate place for collection, before returning the Property to the Landlord.

(3) The Tenant shall give vacant possession of the Property and return the Property's keys, security devices, and permits to the Landlord on the agreed termination date or at the end of the Tenancy (whichever is sooner). The Tenant also agrees to pay any reasonable costs incurred by the Landlord or agent in changing locks or security devices, or in securing the Property against re-entry, where keys or security devices are not returned (including the cost of a contractor).

(4) Upon termination of the Tenancy, if the Tenant has obtained a residential parking permit associated with the Property, the Tenant must promptly notify the appropriate local authority and any organisation overseeing the residential parking permit program of their change in residence. The Tenant must then surrender the permit and provide the Landlord with verifiable proof of such actions.

(5) The Tenant will be responsible for paying all reasonable removal and/or storage charges for items left on the Property. The Landlord may remove any items. Where the Tenant has provided a post-tenancy address, the Landlord will notify the Tenant that items can be collected at that address. If the Tenant fails to collect the items within 14 days thereafter, the items will be disposed of, and the Tenant will be liable for all reasonable disposal costs. Where the Tenant has not provided a post-tenancy address, items will be disposed of within seven days of the end of the Tenancy, and the Tenant will be liable for all reasonable disposal costs. In either case, the costs may be deducted from any sale proceeds and/or deposit, and any remaining costs will remain the Tenant’s liability.

draft

24. Costs for Breaches or Failure to Comply with Tenant's Obligations Under This Agreement

(1) The Tenant is responsible for any reasonable costs or losses (which may include potential future rent or the Landlord's or agent's time) reasonably incurred to compensate the Landlord, for any of the following:
   a. breach of a term of this agreement;
   b. failure to comply with any obligation under this agreement;

(2) If the rent has not been paid in full before 14 days from when it was due, the Tenant must pay a daily aggregate interest rate of 3% above the Bank of England base rate from when the rent was due and whilst any rent remains unpaid.

(3) The Tenant shall protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any term contained in this agreement.

(4) The Tenant shall pay the full costs of any action taken, including court fees and all other associated costs, limited to only those costs the court awards for any of the following:
   a. breach of a term of this agreement;
   b. failure to comply with any obligation under this agreement;
   c. possession of the Property (whether due to the Tenant's fault or not)

(5) If a bond scheme (for example, operated by a local authority or charity) has been arranged in connection with this Tenancy, any costs or losses may be claimed by the Landlord from the bond scheme.

25. Additional Terms

Utilities Allowance

The property is let including utilities, subject to the limits below; these amounts are weekly: £
per week for gas, electricity and water for the whole property. Any usage above these limits weekly will be
charged out equally to the tenants at the supplier's prevailing rate. This will be calculated at the end of the tenancy as an average, not monthly, and will be evidenced to the tenants.

You must take meter reads when you move in for your own records. If at the end of the tenancy you have exceeded this amount, the bill will be split equally between all tenants.

draft

Using Your Personal Information

Your Landlord takes the security of your personal information seriously. Your information, both in this agreement and as provided during the application process, will be used during and after this Tenancy for several purposes, including:

- management of the Tenancy and fulfilling this contract
- notifying local authorities or utility companies about the Tenancy
- debt recovery or to rectify a breach of a term of this agreement
- where legally required to be shared

The Landlord may share your information with their agent (including if the agent changes during the tenancy or if there is more than one agent). If an agent holds your information on behalf of a Landlord, the agent may share your information with the Landlord before, during or after the Tenancy.

During the tenancy

The Landlord or agent will use your information to manage the Tenancy, including, for example, to contact you about repairs, rent collection, and general clerical/management duties. The Landlord or agent may share your information with joint Tenants, prospective or new Tenants (for example, if they are to occupy the same Property or building). Your information may also be shared with third-party service providers, including software services.

Your information will be used to fulfil the contract, for example, by sharing it with a contractor to conduct a repair or maintenance inspection. Your information may be shared with a tenancy deposit scheme.

Your information may be shared with a local authority or utility provider to notify them about this Tenancy. It may also be shared with other landlords or agents to provide a reference or conduct the Tenancy.

To facilitate effective communication among all residents, the Landlord or agent may share your contact details (such as phone number and email address) with other occupiers of the dwelling. This is to help organise maintenance, address communal issues, and ensure harmony within the Property.

Your information may be shared with third-party providers, including debt collection or tracing services to pursue debt or reasonably necessary to rectify any breach of the Tenancy.

Otherwise, your information will not be shared with other organisations unless legally required to do so, to prevent fraud or crime, or with your consent.

After you have left the property

When you have left the Property, your information may be shared with a local authority, tenancy deposit scheme, utility company or other bodies or individuals to notify them about the end of the Tenancy.

Your information may be shared with other landlords, agents, referencing services, credit reference bureaus, etc., to provide a reference or details about the Tenancy's conduct.

Your information may be shared with third-party providers, including debt collection or tracing services to pursue debt or reasonably necessary to rectify any breach of the Tenancy.

Your Landlord or agent will retain your information beyond the Tenancy for as long as necessary or legally required for potential HMRC audits, local authority disputes (for example, Council Tax) and Immigration Act (Right to Rent) investigations.

Otherwise, your information will not be shared with other organisations unless legally required to do so, to prevent fraud or crime, or with your consent.

draft

Information leaflet for the control of legionella in hot and cold water systems for occupiers of residential property

We are committed to protecting the health and safety of our tenants and employees and recognise that the risks from legionella bacteria may arise within your home. Legionnaires' disease is a form of pneumonia caused by the legionella bacteria and can kill. Legionella are bacteria common in natural rivers, lakes and artificial water systems such as hot and cold water systems, storage tanks, pipe work, taps and showers.

Other possible sources of legionella include spa and whirlpool baths, humidifiers, drinking water systems, water features, garden hoses and sprinklers.

Legionella bacteria can survive in low temperatures, but thrive between 20°C and 45°C. Temperatures above 50°C will kill the bacteria. The infection is caused by the inhalation of water droplets or spray-mists which have been contaminated by the bacteria. Those most at risk include elderly people, smokers, heavy drinkers and those suffering from long term illness. ***It is not contracted through drinking contaminated water and cannot be passed from person to person.***

The risk is very small but to ensure legionella remains under control, always ensure you do the following:

- ensure the temperature of the hot water setting on the boiler is set to at least 55 degrees (but no more than 60 degrees) and if there is a hot water cylinder ensure the thermostat is set to at least 55 degrees (up to 60 degrees)
- before you move in and if you go away for more than a week heat the water to 60 degrees for at least one hour and then run all taps on full heat for at least 5 minutes. Shower heads should be placed on the tray or in the bath before being turned on
- tell your landlord if the hot water doesn't heat up properly or your cold water becomes too warm
- shower heads must be dismantled, disinfected and cleaned quarterly or as indicated by the rate of fouling. If occupants have a long term illness, smoker, heavy drinker or elderly, cleaning should be more regular
- if there are any unused taps for example an outside garden tap or unused second toilet with hand basin, these must be run weekly throughout the tenancy
- if there is a spa pool (hot tub, whirlpool bath, spa bath etc.) this MUST be disinfected AFTER EVERY USE according to the manufacturers instructions.

Keep it clean, Keep it moving, keep the hot, hot and the cold, cold.

draft

IMPORTANT NOTICE

Raising the temperature of warm water is one way to control legionella growth, but could also increase the risk of burns and scalding. Please take care especially if you have children.

draft

Agreement Signature Page

Written Statement Document Checklist

The Tenant(s) confirms that the following documents and the Written Statement of Terms have been supplied in connection with the Tenancy to all Tenants and have been given by the Landlord (or fulfilled by an agent acting on the Landlord's behalf). "Landlord" includes a prospective Landlord, and "Tenant" includes a prospective Tenant. Where any document has been received electronically, the Tenant consents to that document having been received electronically:

- Statement of Tenancy terms (Landlord)
- Statement of Ground 4A (student HMO possession ground)
- Statement of Tenancy terms (Agent contractor)
- Information leaflet for the control of legionella in hot and cold water systems for occupiers of residential property

Important

This statement contains the terms and obligations of the Tenancy. You should read it carefully to ensure that it contains everything you want to form part of the agreement and nothing to which you are not prepared to agree. If you need help understanding this agreement or anything in it, it is strongly suggested that you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.

Signed by or on behalf of the Tenant(s)

Name: Email: Phone Number: Signature: ID:
Name: Email: Phone Number: Signature: ID:

draft

Name: Email: Phone Number: Signature: ID:

Signed by or on behalf of the Landlord(s)

A Home After Halls Limited

This agreement has been signed on behalf of the Landlord by the agent (name and address):

A Home After Halls Limited
70-76 North Hill
Plymouth
PL4 8HF

draft

© Guild of Residential Landlords