



## Tenancy Agreement

### Key Terms

This document is a Fixed Term Assured Shorthold Tenancy and will become **legally binding** on the Tenant and on the Landlord once you have followed the online acceptance procedure on our website. Please ensure that you read the document carefully and understand your obligations before you accept. **If you do not understand this Agreement or anything in it, it is strongly suggested you ask for it to be explained to you before you accept it.** You may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

Agreement between	
Tenant	<Tenant Name>
Of:	<Tenant Address>
And	
Landlord:	Sanctuary Student Homes Limited
Landlord Address:	Sanctuary House Chamber Court, Castle Street, Worcester, WR1 3ZQ
For the following accommodation:	
Room	Room <Room Number>, Flat <Flat Number>
Address	7 Marybone Liverpool Merseyside United Kingdom L3 2BX
Length of agreement and rent:	
From date	17-Sep-2016
To date	08-Jul-2017
No of weeks	42
Weekly Rent	£89.00
Total Rent	£3738.00

Instalments				
	Payment Due On:	Payment Amount	For period	
			From	To
	Contract Fee	£ 1.00		
	Pre Payment	£ Nil		
1	27 Sep 2016	£1840.00	17 Sep 2016	07 Jan 2017
2	10 Jan 2017	£1495.00	7 Jan 2017	08 Apr 2017
3	04 Apr 2017	£1495.00	8 Apr 2017	08 Jul 2017

This is a fixed term assured shorthold tenancy provided for one academic year. It is not possible for you to terminate this tenancy agreement during the fixed term of the tenancy except as set out in clause 5) of the Tenancy Agreement.

Dated <<Todays Date>>



## TENANCY AGREEMENT

### Fixed Term Assured Shorthold Tenancy

#### Important:

This Agreement contains the terms and obligations of the tenancy. You, the Tenant, should read it carefully to ensure that it contains everything you want to form part of the Agreement and nothing you are not prepared to agree to. **If you do not understand this Agreement or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it.** You may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre

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## FIXED TERM ASSURED SHORTHOLD TENANCY AGREEMENT

This Tenancy Agreement is a Fixed Term Assured Shorthold Tenancy Agreement in accordance with the Housing Act 1988 (as amended) between:

**Name of Landlord** Sanctuary Student Homes Limited (the "Landlord") of  
**Address of Landlord** Sanctuary House, Chamber Court, Castle Street, Worcester  
WR1 3ZQ  
**Site Office Address** 7 Marybone, Liverpool, Merseyside, United Kingdom, L3 2BX  
**Site Office Telephone** 0845 9999999  
**Site Office Email** marybone@sanctuary-students.com

### AND

**Name of Tenant(s)** [Tenant Name ] (the "Tenant").  
**Room** Room 6  
**Flat** Flat 21  
**Address** 7 Marybone, Liverpool, Merseyside, United Kingdom, L3 2BX  
(the "Property").

In this Agreement the "Property" means the premises at the address above and includes any furniture and effects which are specified in the inventory provided by the Landlord and signed by the Tenant in accordance with clause 3.4 below (the "Contents").

### 1) GENERAL TERMS

This tenancy will begin on [17 September 2016] and is for a fixed term ending on [8 July 2017] and thereafter (in the event of any holding over by the Tenant at the end of the fixed term, which will only be permitted in exceptional circumstances, with the consent of the Landlord) is a weekly contractual periodic tenancy on the same terms as this Agreement. The tenancy will continue until either the end of the fixed term or until the Landlord or the Tenant end it in one of the ways set out in this Agreement

#### 1.1) Rent, Service Charges and Other Charges

A) The rent for the Property is £1115.00 per week giving a total rent of £4830.00 for the fixed term of the tenancy.

B) The rent for the fixed term is payable by the Tenant in full in advance but if a guarantor who has been approved by the Landlord is guaranteeing the Tenant's performance of the terms of this Agreement (including the payment of rent), and such guarantor enters into a separate deed of guarantee in the form required by the Landlord, the Landlord will permit the rent to be paid in instalments on the dates set out in the key terms of this tenancy agreement as long as there is no breach of this Agreement by the Tenant.

For LJMU Leases include the text): Advance Payment of Rent: The Tenant will pay to the Landlord an advance payment of rent of £150 at the time of acceptance of Tenant's acceptance of this lease

(For All other leases include the text): Advance Payment of Rent: The Landlord will charge Advance Rent of £1.00 at the time of acceptance of Tenant's acceptance of this lease.

## 1.2) Notices

- A) The Landlord's address set out above is the Landlord's address for service of notices in England & Wales (including notices of legal proceedings) pursuant to Section 48(1) Landlord & Tenant Act 1987.
- B) The Tenant's address for service of notices under this Agreement is the Property address.
- C) Any notice concerning this Agreement shall be in writing and shall either be left at, or sent by first class post or recorded delivery, or equivalent, to, the address for service.

1.3) **Tenant's Status** This tenancy is granted to the Tenant on the understanding that during the full period of the tenancy they will be a full time (over 21 hours) matriculated student of an officially recognised UK University or College (as defined in the Education (Recognised Bodies) (England) Order 2013) and that if the Tenant does not have or loses this status then the Landlord may take steps to end this tenancy.

## 2) THE LANDLORD'S OBLIGATIONS

The Landlord agrees:

- 2.1) **Possession and the Tenant's right to occupy:** To give the Tenant possession of the Property at the start of this Agreement together with the right to use the front door, entrance hall, staircase and landings of the building in which the Property is located and to use the communal kitchen/dining/lounge/toilet/bathroom areas of the flat of which the Property forms part and any communal laundry/common room/ gym or any other facilities provided for the use of residents of the building in which the Property is located.
- 2.2) Not to interrupt or interfere with the Tenant's peaceful right to occupy the Property except where:
  - A) access is required subject to reasonable notice, in accordance with clause 3.20) below; or
  - B) the Landlord is entitled to possession at the end of the tenancy.
- 2.3) **Alterations to this Lease** The Landlord can only alter the terms of this Agreement with the Tenant's written consent.
- 2.4) **Repairs:** The Landlord shall maintain and where appropriate keep in proper working order:
  - A) The structure and outside of the Property including the roof, outside walls, outside doors, window frames, windowsills, drains, gutters, external pipes, chimneys, garden fences, walls, gates or other boundary structures, driveways or paved areas;
  - B) Internal walls, floors and ceilings, major internal plasterwork, skirting boards, doors, doorframes and door jambs;
  - C) Installations for the supply of gas, electricity, water and sanitation including basins, sinks, baths and sanitary conveniences;
  - D) Heating and water heating equipment where provided by the Landlord;
  - E) All fittings and furnishings provide within the flat of which the Property forms part.
  - F) Any communal areas including common entrance halls, stairways, lifts, passageways, rubbish chutes and other common parts including their electrical wiring.
  - G) The Landlord shall carry out all repairs for which the Landlord is responsible within reasonable timescales.

### 2.5) Exclusions to Landlord's repair responsibilities

The Landlord is not responsible for other items including (but not limited to):

- A) Lost keys;
- B) Repairs or replacements needed to the Property or the Landlord's fixtures fittings or the Contents because of any neglect or damage caused by the Tenant, anyone living with the Tenant, the Tenant's visitors or anyone who the Tenant has allowed access to the Property or to the building of which the Property forms part.

2.6) **Data Protection:** The Landlord will hold certain personal data about the Tenant as a result of the information provided in connection with this Lease. The Landlord will hold and process this information in accordance with the Data Protection Act 2018 and General Data Protection Regulation.

2.7) **Consents:** Where in this Agreement, it states the Landlord's consent is required, the Landlord shall not unreasonably withhold or delay such consent and may give the consent subject to certain conditions.

2.8) **Complaints:** The Landlord shall address the Tenant's complaints through the Landlord's complaints procedure, which is available from the Site Office referred to above, or via the Landlord's web site.

### 3) THE TENANT'S OBLIGATIONS

The Tenant agrees:

3.1) **Possession and Sub-letting:** To move into the Property at or after the start of the tenancy term, not to part with possession of it, and not to assign or sub-let the whole or any part of it.

3.2) **Rent:** [To pay the rent in accordance with clause 1.1 B) above

3.3) **Outgoings:** While the Landlord agrees to meet all charges for electricity, gas, water and basic broadband internet access.

- A) No alteration, addition or amendment to the services provided should be carried out or instructed by the Tenant. The Tenant will be held responsible for meeting any additional costs for broadband, telephone, or any other service resulting from the Tenant's unauthorised purchase or instruction
- B) The Tenant is responsible for the purchase of a television licence for the Property or the flat of which the Property forms part should they wish to view any live or streamed television signals or any other form of television viewing that requires a licence.
- C) Where a television is provided by the Landlord within the shared area of the flat of which the Property forms part, the Landlord is responsible for the purchase of a colour TV licence for that equipment.

3.4) **Inventory:** where the Landlord provides an Inventory and Schedule of Condition of the Property, the flat of which the Property forms part and the Contents, the Tenant is responsible for checking this and returning it to the Site Office ensuring that any items that are missing or damaged are clearly noted. As set out in clause 3.13 C) of this Agreement the Landlord has the right to charge for anything that is missing or damaged during the term of this tenancy, fair wear and tear excepted, and the Inventory and Schedule of Condition sets out the agreed condition of the Property and the flat of which the Property forms part and the Contents at the start of the tenancy.

3.5) **Use of Property** The Tenant agrees:

- A) To use the Property for residential purposes as the Tenant's only or principal home and not to use the Property for any business or any other commercial activity.
- B) Not to tamper, interfere, alter or cover any fire safety equipment or system, including fire extinguishers, fire blankets, and fire alarm systems including smoke detectors and to take reasonable steps to ensure unwarranted fire alarm activations are avoided.
- C) Not to use, keep or store any other dangerous or flammable goods, materials or substances, including firearms or any other explosive material, in the Property or communal areas.
- D) Not to affix or exhibit on the Property any flag, notice, trade plate, board or advertisement visible from outside the Property without the Landlord's previous written consent.

- E) To keep any communal areas clean and tidy and free from rubbish and any other items at all times. If the Tenant causes any obstruction to the communal areas the Landlord, acting reasonably, may charge the Tenant the costs of removing the obstruction.
  - F) To use any communal facilities for their intended purpose having regard to the safety and comfort of others at all times.
  - G) Not to cause blockage to the drains and pipes, gutters and channels in or about the Property. If the Tenant causes any such blockage the Landlord acting reasonably may charge the Tenant the costs of removing the blockage.
- 3.6) **Nuisance and Anti-social Behaviour** : The Landlord shall not tolerate behaviour which causes or is likely to cause nuisance or annoyance or damage to neighbouring, adjoining or adjacent premises or to any person. Such behaviour includes (by way of example) but is not limited to:
- A) Excessive noise such as loud music which may cause a disturbance;
  - B) Offensive drunkenness;
  - C) Threats of violence such as bullying and abuse;
  - D) Violence or violent behaviour to anyone;
  - E) Damage to the Property such as breaking fixtures and fittings;
  - F) Allowing the Property to become dirty and/or unhygienic or become infested;
  - G) The use, cultivation, or storage of illegal drugs whether for the Tenant's own purposes or for supply to another;
  - H) The use of the Property for illegal or immoral activities;
  - I) Graffiti and/or vandalising property;
  - J) Using abusive or offensive language;
  - K) Making false or malicious complaints about any other person in the locality of the Property, any of the Landlord's Tenants, agents, employees, contractors or anyone acting on the Landlord's behalf.
- 3.7) **Behaviour of Others**: The Tenant is responsible for the behaviour of every person they allow to enter the Property. The Tenant is responsible for them in the Property, in communal areas and in the locality of the Property.
- 3.8) **Racial and Other Harassment** : The Tenant must not cause, commit or allow anyone living with the Tenant, or the Tenant's visitors, to commit any harassment, or threat of harassment, on the grounds of race, ethnic origin, religion, age, lifestyle, gender, sexual orientation or disability, that may interfere with the peace and comfort of, or cause offence to other persons in the locality of, the Property, or to any of the Landlord's Tenants, agents, employees or contractors or anyone acting on the Landlord's behalf.
- 3.9) **Violent or Threatening Behaviour**: The Tenant must not act in a violent way or threaten violence to other members of the Flat or Property such that a member of the household leaves the Property by reason of the violence, or threatened violence made by the Tenant. The Landlord shall in these circumstances take such legal action as is available to it to remove the perpetrator from the Property and allow the victim to return to (or remain in) it.
- 3.10) **Bicycles**: The Tenant is not allowed to bring or keep a bicycle in the room, flat or access corridors, stairwells, or any communal area. If the Premises has a bicycle store or storage area then this must be used.
- 3.11) **Animals or Pets**: The Tenant may not keep any animal or pet at the Property
- 3.12) **Smoking**: The Tenant must not smoke or allow their visitors or guests to smoke in the Property, the flat or building of which the Property forms part, any communal area for the use of residents of the building of which the Property forms part, except where there is a designated external smoking area, then this is the only area in which smoking is permitted.
- 3.13) **Fixtures, Fittings, Furniture, Effects and Damage**:  
**The Tenant agrees:**
- A) To keep the interior of the Property (including the Contents) clean, tidy and in the same condition as at the start of the tenancy (except for fair wear and tear) as detailed in the Inventory and Schedule of Condition referred to in clause 3.4(if any).

- B) Not to sell, lend, remove, replace or otherwise dispose of any of the Landlord's equipment, furniture, fixtures or fittings, or the Contents from the Property. If the Tenant does so, the Landlord shall charge the Tenant for their replacement in full, including any reasonable costs properly incurred including administrative, legal and/or other costs.
  - C) To pay to the Landlord, the costs of making good any damage to the Property, the flat or building of which the Property forms part, the Landlord's fixtures, fittings, the Contents, or common parts caused by the Tenant, anyone living with the Tenant or their visitors, (reasonable wear and tear excepted).
  - D) To comply within a reasonable time with any notice from the Landlord advising the Tenant of the need to attend to any items of repair or maintenance for which the Tenant is responsible.
  - E) The Landlord is not responsible for any loss or damage caused as a result of the washing machine, tumble dryer, fridge or freezer (if any) breaking down or damaging the Tenant's belongings or food.
- 3.14) **Ventilation:** The Tenant agrees to ensure that all rooms at the Property and the flat of which the Property forms part are properly ventilated to help prevent condensation. If there is any condensation, to wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the Property or the flat or its fixtures and fittings.
- 3.15) **Keys and Door Entry Fobs:** The Landlord is not responsible for replacing lost or damaged keys or door entry fobs but if the Landlord does replace any lost or damaged keys or door entry fobs, the Landlord, acting reasonably, may charge the Tenant the reasonable costs properly incurred in replacing them. The Tenant must not give or lend their keys or fobs to any other person or have copies made of the keys.
- 3.16) **Reporting disrepair:** To promptly report to the Landlord any disrepair or defect either in the Property or the common parts (whether or not caused by the act default or neglect of the Tenant), when it comes to the Tenant's attention.
- 3.17) **Cleaning:** To keep the interior of the Property in a reasonably clean condition and to carry out required cleaning to the Property and the flat of which the Property forms part when requested to do so by the Landlord. The Tenant is responsible for meeting the Landlord's costs incurred in carrying out cleaning within the Property or the flat where the Landlord has determined, acting reasonably, that the standard of hygiene is below an acceptable standard.
- 3.18) **Pests:** To report to the Landlord any infestation of pests and vermin promptly on it coming to the Tenant's attention
- 3.19) **Improvements:** The Tenant is not to make improvements, alterations or additions to the Property (including the erection of a television aerial, satellite, redecoration and additions to, or alteration in the Landlord's installations, fixtures and fittings). If the Tenant carries out improvements, alterations or additions without the Landlord's consent, the Landlord reserves the right to require the Tenant to make good the damage or to restore the Property to its previous condition and to charge the Tenant the reasonable costs properly incurred by the Landlord in making good in default.
- 3.20) **Access**
- A) **The Tenant agrees** to permit access to the Landlord, Landlord's employees, contractors to carry out repairs that the Tenant has requested
  - B) **The Tenant agrees** to permit the Landlord and its agents, employees, or contractors acting on the Landlord's behalf, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Property at all reasonable times:
    - (i) To inspect and repair the Property;
    - (ii) To carry out the Landlord's obligations under this Agreement;
    - (iii) To carry out repairs or alterations to adjacent rooms or flats;
    - (iv) To take gas, electricity or water meter readings (if relevant);
    - (v) To undertake the annual servicing of gas appliances at the Property or to carry out safety checks, compliance tests or any other items required for the safe operation of the building of which the Property forms part;

- (vi) For any purpose mentioned in this Agreement or connected with the Landlord's interest in the Property or any other property; and
- (vii) To show prospective tenants or purchasers around the Property

3.21) **Parking** There is no on-site parking available OR Limited parking is available on site which will be subject to the site parking rules which will be provided to the Tenant by the Landlord on request.

3.22) **Guests:** The Tenant is allowed to have occasional overnight guests within the Property but such guests must not take up regular or permanent residence and their presence in the Property must comply with all the responsibilities of visitors as set out in this Agreement. Visitors must be signed in to the Property in accordance with guidelines available from the Site Office.

3.23) **Absence from the Property:** To inform the Landlord in writing, and if possible in advance, if the Tenant expects to be absent from the Property for four weeks or more.

3.24) **Insurance**

The Landlord will purchase a personal belongings insurance on behalf of the Tenant and make information available to the Tenant on levels of cover and how to claim. The Landlord takes no responsibilities for the possessions and belongings of the Tenant or the performance of the insurer/broker of the contents policy. Tenants are encouraged to review the insurance cover provided and make alternative arrangements should additional and/or separate cover be required.

3.25) **Health and Safety:** The health and safety of all tenants, agents, employees, contractors, visitors, anyone acting on the Landlord's behalf and that of others is paramount. That being so, if the Tenant endangers or acts in a way likely to endanger their health and safety the Landlord may, or the Landlord may support other agencies to bring Court proceedings against the Tenant.

**4) ENDING OF THIS AGREEMENT BY THE TENANT**

4.1) The Tenant must not transfer ownership of this tenancy, or sublet the Property, or borrow any money on the security of the Property or the tenancy.

4.2) The Tenant cannot normally end the tenancy before the end of the fixed term. However, if the Tenant can find another suitable replacement tenant (**the New Tenant**), to replace the Tenant and if the Landlord approves the New Tenant (such approval will not be unreasonably refused or delayed), the Landlord will allow the Tenant to end this tenancy at a time to be agreed, provided the Tenant has

A) paid all the rent to the end of the Tenant's notice period, together with any other money, legally due to the Landlord in respect of the tenancy, and

B) paid any reasonable administrative costs incurred by the Landlord in bringing this Agreement to an end and

C) paid any reasonable charges that arise under the terms of this Agreement from their use of the Property as ascertained during an inspection of the Property and the flat of which the Property forms part.

4.3) And provided the New Tenant has

A) signed a tenancy agreement with the Landlord for a period which is equal to the rest of the Tenant's fixed term, and

B) [paid the Contract Fee or Advance Payment of Rent as set out in Clause 1.1, and]

C) If relevant, provided a guarantor who has been approved by the Landlord and the Landlord has received a deed of guarantee in the form required by the Landlord, properly completed and signed by the guarantor,

4.4) The Tenant's liability under this tenancy agreement will end once the New Tenant has signed the tenancy agreement for the Property. However unless and until a New Tenant signs a tenancy agreement for the Property, the Tenant will remain responsible for the rent until the end of the fixed term set out in this Agreement, even though the Tenant may no longer be living at the Property.

**5) CANCELLATION PRIOR TO START DATE**

5.1) If the Tenant cancels more than 45 days prior to the start date of this Agreement (as specified in clause 1 above), no penalty or obligation to pay rent shall arise, other than the Landlord's rights to recover any reasonable costs incurred in making and cancelling this Agreement.



- 5.2) If the Tenant cancels less than 45 days prior to the start date (as specified in clause 1 above), Clause 4 above applies and the Tenant will be responsible for the full obligations of this Agreement until a New Tenant is found. The Landlord will only assist in finding a New Tenant if there are no vacancies within the building of which the Property forms part.

## **6) ENDING OF THIS AGREEMENT BY THE LANDLORD**

- 6.1) The Tenant shall remain a Fixed Term Assured Shorthold Tenant for the duration of this Agreement as long as the Tenant occupies the Property as their only or principal home. As long as this Agreement remains a Fixed Term Assured Shorthold Tenancy the Landlord may only end it by obtaining a Court Order for possession of the Property by pursuing one of the following methods:
- A) At the end of the fixed term, by serving a notice of not less than two calendar months requiring possession of the Property, such notice not to expire within six months of the start of this Agreement; and/or
  - B) At any time during the term if one or more of the grounds listed in Schedule 2 to the Housing Act 1988 (as amended) or any grounds added by future legislation apply.  
Set out in the Schedule 3 ([www.sanctuary-students.com/Schedule-3](http://www.sanctuary-students.com/Schedule-3)) are the grounds for possession currently in force in Schedule 2 of the Housing Act 1988 (as amended). The Landlord reserves the right to rely on any new or amended grounds introduced by future legislation.  
If any of grounds 1-8 are established the court must make an immediate order for possession. If any of the grounds 9-17 are established the court may make an order after considering all the circumstances.
  - C) If the Tenant becomes bankrupt, has an administration order made in respect of their assets, has a receiver appointed, makes an arrangement for the benefit of their creditors or has any distress or execution levied upon their goods then the Landlord may bring a court action to recover possession of the Property, even if any previous rights to do so have been waived.
  - D) If this Agreement stops being a Fixed Term Assured Shorthold Tenancy the Landlord may end it by giving the Tenant four weeks' notice in writing.
  - E) The Landlord will normally give the Tenant advance notice of court proceedings but the Landlord reserves the right to give no notice in appropriate circumstances.
- 6.2) This clause 6 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

## **7) MOVING OUT THE TENANT'S OBLIGATIONS**

- 7.1) The Tenant must leave the Property the Landlord's fixtures and fittings, and the Contents clean and tidy and in the same condition that they were in at the beginning of the tenancy apart from deterioration caused by fair wear and tear
- 7.2) The Tenant must give the Landlord vacant possession and return all keys and door entry fobs to the Property to the Landlord at the end of this Agreement;
- 7.3) The Tenant must remove all personal items including rubbish, furniture, belongings on or before the tenancy end date and departure time. The Landlord will dispose of anything left behind by the Tenant after the tenancy end date and the Tenant will responsible for meeting all reasonable costs incurred in disposal
- 7.4) The Tenant must pay for any reasonable charges incurred by the Landlord in securing the Property and the flat or building of which the Property is part against re-entry where the keys and/or door

entry fobs are not returned to the Landlord;

- 7.5) If the Tenant is responsible for any unpaid debts or court judgments registered against the Property, the Tenant must do what is necessary to make sure that these are no longer registered against the Property, before the end of the tenancy agreement. If the Tenant fails to do this, the Tenant will be responsible for paying to the Landlord reasonable costs and expenses that may result from this.
- 7.6) The Tenant must provide the Landlord with a forwarding address and make arrangements for the forwarding of mail and correspondence through the Royal Mail redirection service

## **8) Costs**

The Tenant must pay the Landlord's reasonable legal and other costs if the Landlord takes any action against the Tenant for not paying any amounts the Tenant owes to the Landlord or if the Tenant does not meet any of its other responsibilities set out in this Agreement.

## **9) ACCEPTANCE**

By accepting the Landlord's offer on-line, the Tenant becomes fully liable for all the Tenant's obligations as set out in this Agreement.