



1       **THE** Landlord lets and the Tenant takes the Room for the Term TOGETHER WITH the Furniture described in the Schedule hereto and together with the use (in common with others) the kitchen and lounge and the right at all times and for all purposes connected with the Room and use of the said rooms but not for any other purpose to use the entrance hall passages and stairs of the Property at the Rent payable as above

2       **THIS** Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly

3       **WHERE** the context admits:-

(a)     "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy

(b)     References to the Property include references to any part or parts of the Property including the Room and to the Furniture

4       **THE** Tenant agrees:-

(a)     To pay the Rent without any deductions at the times and in the manner specified in this Agreement.

(b)     To pay or procure the payment of as and where they fall due;

(1) On demand on a proportionate basis of utility bills (including gas electricity water sewerage and council tax upon the property) incurred at the Property in excess of the Landlord's Contribution as hereinafter provided

(2) On demand to reimburse to the Landlord council tax levied upon the Landlord by reason of the Tenant leaving full time study

(3) An administration charge of £40 incurred by reason of;

3.1 any rent cheque being returned due to insufficient funds being available;

3.2 late payment of any rent instalment without prior agreement of the

Landlord

- (4) Television licence fee in respect of any television owned by the Tenant in the Room
- (c) Not to damage or injure the Property or make any alterations additions to it
  - (d) To take reasonable care of the Furniture and to keep the Room and the common parts of the Property clean and tidy and the Landlord and the Tenant consent to the use of the Inventory as evidence in any dispute arising in connection with the Deposit Sum if the dispute is referred to an adjudicator according to the Tenancy Deposit Scheme in which the Deposit Sum is held
  - (e) To make good and pay for all damage (including accidental damage) caused by the Tenant or his servants or licensees to the Property or to any part of the Property (including the Room) which the Tenant is entitled to use or to any of the Furniture or to any article provided by the Landlord under this Agreement including those listed in Part II of the Schedule
  - (f) To observe and perform the covenants contained in the Landlords title to the Property
  - (g) To place all refuse in a proper receptacle and to ensure that the rubbish is regularly collected by or on behalf of the local authority
  - (h) To permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter the Property including the Room to view the state and condition thereof and for the purpose of carrying out any works of maintenance or repair to the Property including the Room or to the Furniture as the Landlord shall in his discretion consider necessary.
  - (i) To use the Room as and for a private residence only in the occupation of the Tenant and not to carry on at the Property any profession trade or business or to

use or permit the Property including the Room to be used or occupied in any way or for any purpose which may cause any annoyance to the tenants or occupiers of adjoining premises or other occupiers in the Property and in particular not to cook in the Room

- (j) Not to assign charge underlet share or part with the possession or occupation of the Room either furnished or unfurnished nor to take in any lodger or paying guest
- (k) Without prejudice to the generality of the foregoing words the Tenant shall not take in any overnight visitors or guests without the permission of the Landlord
- (l) Not to keep any animal or bird (including fish or reptiles) in the Room or otherwise on the Property without the Landlord's written consent
- (m) Not to smoke in the Room or on the Property or allow any visitor to the Property including the Room to smoke thereon/therein
- (n) Not to use candles in the Room of the Property or other items which may present a fire hazard
- (o) Not to bring onto the Property or keep there any soft furnishings which are not fire-resistant or which do not meet current British Safety Standards
- (p) Not to stop up any window on the Property
- (q) To insure the Tenant's own contents including (but not limited to) any furniture or furnishings brought onto the Property or kept there by the Tenant at all times throughout the Term against loss or damage by fire in some insurance office of repute for the full cost of reinstatement or replacement
- (r) Not to act in any way which will or may result in the insurance of the Property being void or voidable or in the premium for it being increased nor to allow anyone else to do so and in particular not to use or permit another person to use

any space heating appliance not supplied by the Landlord

- (s) To permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter and view the Property including the Room with prospective Tenants
- (t) To pay to the Landlord on the signing of this Agreement the Deposit Sum (in addition to the Rent payable hereunder) to be held by the Landlord until the expiration or sooner determination of the Term as security towards:-
  - (i) Rent owed to the Landlord
  - (ii) Payment of utility bills in excess of the Landlord's Contribution
  - (iii) Landlord's administration charges
  - (iv) dilapidations or deterioration in the condition or state of repair of the Property including the Room or the Furniture
  - (v) any sum expended by the Landlord in remedying any breach of the Tenant's obligations hereunder
  - (vi) any loss or damage arising as a result of any action taken in accordance with this Tenancy
- (u) Within 14 days of receiving the Deposit Sum the Landlord shall inform the Tenant of the Tenancy Deposit Scheme within the meaning of the Housing Act 2004 being used and give details of the Tenancy Deposit Scheme as required under the membership rules of the applicable scheme.
- (v) To pay to the Landlord all costs charges and expenses (including solicitors' counsels' and surveyors' costs and fees incurred by the Landlord in or in contemplation of any proceedings in respect of this Agreement on a full indemnity basis

(w) At the expiration or sooner determination of the Term to deliver up to the Landlord the Room together with the Furniture and any articles added to or substituted for the same in good clean and tenantable repair and condition and to leave the Furniture at the end of the Term in the rooms or places in which they were at the beginning of the Term

5 **THE** Landlord agrees with the Tenant as follows:-

- (1) That the Tenant paying the Rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Room during the Tenant without any unlawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord
- (2) To return to the Tenant any Rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration
- (3) To keep the Property and the Furniture insured at all times throughout the Term against loss or damage by fire in some insurance office of repute for the full cost of reinstatement or replacement
- (4) To pay the utility bills for the Property (gas, electricity, water and sewerage rates, council tax telephone and communal television licence) to a maximum of \*\*\*\*\***per Property per year** (“the Landlord’s Contribution) save that the Landlord’s Contribution will not include any element of Council Tax payment as from any time when the Tenant is no longer in full time study

6 **PROVIDED** that if the Rent or any instalment or part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property including the room and

immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

7 **ANY** notice under this Tenancy shall be in writing and may be served on the person upon whom it is to be served either personally or by leaving it for him at the Property (if he is the Tenant) or at his last known place of abode or by sending it by registered post or the recorded delivery service to the Property or his last known place of abode and any notice to be served on the Landlord may be served in like manner upon any agent for the Landlord duly authorised in that behalf

8 **NOTICE** under Section 48 of the Landlord and Tenant Act 1987 The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord by the Tenant at City Lets Lincoln PO Box 256 Gainsborough DN21 9DA Lincolnshire unless and until notified to the contrary

10 **THIS** Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the Tenancy

11 **THE** parties certify that there is no agreement to which this lease gives effect

**AS WITNESS** the hands of the parties hereto the day and year first above written

**SIGNED** by the said Landlord

**As for and behalf of City Lets (Lincoln)**

in the presence of:-

Witness:

Address:

Occupation:

**SIGNED** by the said TENANT

in the presence of:-

Witness:

Address:

Occupation: