



**TENANCY AGREEMENT
IN RELATION TO SOLE OCCUPANCY OF A FLAT
(WITH OR WITHOUT ABILITY TO SHARE WITH IMMEDIATE FAMILY)**

This Tenancy is not an Assured Shorthold Tenancy because it falls within the definition of paragraph 8 of schedule 1 of the Housing Act 1988.

This agreement is a binding document. It is for a fixed-term and cannot be ended early by the Tenant unless clauses 4.1 or 4.2 apply. If you accept this tenancy you will have to pay rent until the end of the fixed period even if you move out before that.

Gower Street Tenancy Agreement

2018/2019

PARTICULARS

| | |
|-------------------------------|--|
| Date of this Agreement | |
| Landlord | The University of London c/o Accommodation and Hospitality, Housing Services, 4 th Floor Student Service, Malet Street, London WC1E 7HY |
| Tenant | |
| Flat | <i>(here insert the flat number or floor level)</i> within the Property |
| Term | a fixed period from and including (here insert start and finish date of tenancy) |
| Rent | £ per day, payable monthly in advance by payments on the 1st day of each month. The first payment to be made on <i>(insert date)</i> |
| Deposit | |
| Property | 76 Gower Street, WC1E 6EG |
| Common Parts | all communal entrances, halls, stairways and passages within the Property designated by the Landlord for use by the occupiers of the Property |
| Inventory | the inventory attached to this agreement |

The Tenants are hereby notified that notices (including notices in proceedings) must be served on the Landlord by Tenants at the following address in England or Wales (Notice under section 48 of the Landlord and Tenant Act 1987):

The Accommodation and Hospitality Team,
Housing Services
4th Floor Student Central
Malet Street
London WC1E 7HY

1. GENERAL CLAUSES

- 1.1 This agreement becomes binding on both parties as soon as the Landlord receives the Deposit from the Tenant or from someone making the payment for the Tenant.
- 1.2 The Landlord lets and the Tenant takes the Flat for the Term at the Rent payable above which is subject to annual review on 1st of August each year.
- 1.3 The Tenant will have shared use of the Common Parts of the Property to enable access to the Flat.

2. THE LANDLORD'S OBLIGATIONS

The Landlord agrees:

2.1 Services

- 2.1.1 to pay for all water consumed on the Property, the water rates and all other water related charges attributable to the Property;
- 2.1.2 to pay for all heating and hot water provided to the Property;
- 2.1.3 to pay the cost of the internet service at the Property
- 2.1.4 to pay the cost of electricity provided to the Property

2.2 Possession

to give the Tenant possession of the Flat in good repair and in a habitable condition at the start of this tenancy;

2.3 Quiet enjoyment

not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Flat;

2.4 Racial and other harassment

not to commit or allow any members of staff, contractors or agents to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation, gender assignment or disability which may cause offence to the Tenant, members of his/ her household or visitors;

2.5 Repairs

- 2.5.1 to keep the structure and exterior of the Flat and the Property in good repair;
- 2.5.2 to keep in good repair and proper working order any installations provided by the Landlord in relation to the heating of the Flat, supplying hot and cold water to the Flat, sanitation and for the supply of gas and electricity to the Flat including the:-
- (a) basins, sinks, baths, toilets, flushing systems and waste pipes;
- (b) electric wiring including sockets and switches, gas pipes and water pipes;

(c) water heaters, fitted electric fires and central heating installations;

2.5.3 to keep in good repair and proper working order any mechanical or electrical appliances listed in the Inventory (for example, this may include a washing machine and/or a vacuum cleaner);

2.5.4 to take reasonable care to keep the Common Parts (including their electric lighting) in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Property;

2.6 **Damage caused by Tenant**

The Landlord will not be liable for the costs of any repairs required where the damage or disrepair is caused by an act or default of the Tenant or his/her visitors or authorised co-occupants. This includes acts which constitute a breach of the Tenant's obligations under this agreement.

2.7 **Provision of tools**

to provide the Tenant with a vacuum cleaner, and such other devices as the Landlord considers appropriate;

2.8 **Furniture and furnishings**

to ensure that all furniture and furnishings provided comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended);

2.9 **Insurance**

to insure (a) the Property and (b) if the Landlord so wishes, the Landlord's fixtures, fittings and effects, including such electrical appliances as are not the Tenant's responsibility, against loss or damage by fire, lightning, storm, flood, impact, riot, malicious damage, damage from burst pipes, theft and third party risks and such other risks as are normally covered by a householder's comprehensive policy, and to supply a copy of the current policy to the Tenant upon request.

3. **THE TENANT'S OBLIGATIONS**

The Tenant Agrees:

3.1 **Rent**

3.1.1 to pay the Rent to the Landlord monthly in advance on the first day of each month;

3.1.2 to pay all other sums due to the Landlord in accordance with the terms of this agreement throughout the entire Term;

3.2 **Telephone**

3.2.1 If the Tenant wishes to install a telephone line, the tenant must first obtain written permission from the Landlord, such permission not to be unreasonably withheld. In such circumstances, the Tenant must pay for all telephone charges incurred during the Term including all standing charges and VAT and must arrange for and pay for the disconnection of the telephone service at the end of the Term.

3.3 Council Tax

to claim such exemption to Council Tax to which the Tenant may be entitled and to pay Council Tax if the Tenant becomes liable to pay the tax at any stage during the Term; to protect the Landlord against any loss if the Landlord becomes liable to pay Council Tax because of the Tenant's failure to do so.

3.5 Use of the Flat

- 3.5.1 to use the Flat solely as a residence for a registered full-time student pursuing a course at the University of London or other University approved by the Landlord. The Tenant may share the Flat with members of the Tenant's immediate family with the Landlord's prior written approval;
- 3.5.2 that if the Tenant ceases to be a full-time student as set out in sub-clause 3.4.1 above, the Tenant is required to notify the Landlord in writing immediately. The Landlord will then decide at its own discretion whether to waive this condition or whether to end this agreement;
- 3.5.3 not to use the Flat for any illegal or immoral purpose;
- 3.5.4 not to operate a business at the Flat;
- 3.5.5 to keep and leave the décor, fittings and furnishings of the Flat in the same condition and state of cleanliness as is listed in the inventory, fair wear and tear excepted;
- 3.5.6 not to make improvements, alterations or additions to the Flat including the erection of a television aerial, internal or external decoration and additions to or alterations to the Landlord's installations, fixtures and fittings;
- 3.5.7 not to damage the exterior, structure or any part of the Flat or the Property or the Landlord's fixtures, effects and furniture nor remove them from the Flat;
- 3.5.8 not to bring into the Flat paraffin heaters or portable calor gas heaters;
- 3.5.9 not to do anything that will cause or increase the risk of fire, flood or other damage or danger to the Flat or the Property;
- 3.5.10 to carry out small tasks of maintenance within the Flat, for example to replace and change light bulbs; clean the insides of all reasonably accessible windows. To clean, maintain and keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns from the Tenant's waste;
- 3.5.11 to take reasonable steps to adequately heat and ventilate the Flat in order to help prevent condensation. Where such condensation may occur, to take reasonable steps to wipe down and clean walls and surfaces to prevent the build-up of mould;

- 3.5.12 to abide by the e-mail and internet rules of use of internet service, a copy of which will be given to the Tenant with this agreement;
- 3.5.13 not to hang or allow to be hung any clothes or other articles from any part of the Flat or the Common Parts;
- 3.5.14 not to smoke anywhere in the Flat, Common Parts or vicinity of the Property;
- 3.5.15 to use the Common Parts quietly and co-operatively;
- 3.5.16 not to leave anything in the Common Parts;
- 3.5.17 not to keep any animals, pets, reptiles or birds anywhere in the Flat or the Property without the written consent of the Landlord. The Landlord will not give consent if to do so could harm the Flat or the Property, or affect subsequent tenants or be a nuisance to other residents;
- 3.5.18 to at all times comply with the fire safety guidance as specified by the Landlord in the accompanying "Property Management Unit Tenant booklet for Students" and "Welcome booklet";
- 3.5.19 not to bring on to the Property any unlawful drugs or hazardous substances of any kind;
- 3.5.20 Firearms, Fireworks and Other Weapons

not to bring or store on the Property any firearms, fireworks, knives, explosive devices (including legally held firearms such as starting pistols and/or items which are intended by the Tenant to be for decorative use) or replica(s) of such, or any item that may be deemed by the Landlord to be a potential weapon; should the Tenant breach this clause, the Landlord has the right to confiscate and destroy the item.

3.6 Reporting disrepair

to report to the Landlord any disrepair or defect in respect of any part of the Flat or the Property or the fixtures and fittings, and to report any failure of mechanical or electrical appliances; The email address to which reports should be made is pmu@lon.ac.uk and the telephone numbers are: 020 7862 8047 and 020 7862 8049;

3.7 Property left unattended

To fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the Flat whenever they are left unattended. The Tenant should notify the Landlord if s/he intends to leave the Flat vacant for a period in excess of 14 days and in such a case, the Tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather;

3.8 Parting with possession

that save as permitted by Clause 4.2 the Tenant shall not assign, part with, sub-let or share occupation of a part or the whole of the Flat without the Landlord's prior written consent (such consent not to be unreasonably withheld);

3.9 **Racial and other harassment**

not to commit or allow any of his/her visitors to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation, gender assignment or disability which may cause offence to other tenants, visitors, members of staff, contractors or agents;

3.10 **Noise and Nuisance**

3.10.1 not to play or allow to be played any radio, television, computer, record, tape recording, CD or musical instrument or to sing so loudly that it causes a nuisance or annoyance to neighbours at any time;

3.10.2 not to cause or allow visitors or co-occupants to cause a nuisance or annoyance or to behave in a way likely to alarm the Landlord, the Landlord's agents or employees, neighbours or other tenants of the Landlord;

3.11 **Costs of enforcement**

The Tenant must pay the Landlord's reasonable costs, fees, charges and expenses properly incurred in relation to or incidental to any breach by the Tenant of this agreement or incidental to recovery or attempted recovery of arrears of rent or other sums due under this agreement.

3.12 **Access**

3.12.1 to allow the Landlord, it's agents or contractors access to the Flat at all reasonable hours of the daytime for all proper purposes including to inspect the condition of the Flat or the Property or to carry out repairs or other works to the Flat or the Property or to carry out maintenance to the appliances (the Landlord will normally give at least 24 hours written notice but the Tenant will give immediate access in an emergency);

3.12.2 to allow the Landlord, within the last two months of the Term access to enter and view the Flat with prospective tenants at all reasonable hours (the Landlord will normally give 24 hours written notice);

3.13 **Notices Received**

to promptly forward to the Landlord any notices received by the Tenant that relate to the Flat or the Property.

4. **TENANT ENDING THIS AGREEMENT**

Save as set out in this clause, the Tenant cannot end this agreement before the end of the fixed term. If the Tenant vacates the Flat before the end of that Term, the Tenant will still be liable to pay the rent due for the remainder of the Term UNLESS:

4.1. the reason for vacating the Flat is a serious or persistent breach of the Landlord's obligations in this agreement; or

4.2. the Tenant is able to identify, to the reasonable satisfaction of the Landlord, a suitable replacement student to occupy the Flat, in which case the Tenant will cease

to be liable for Rent from the date the replacement student is accepted by the Landlord and has taken up occupation of the Flat, having paid their deposit and signed a new tenancy agreement or deed of assignment.

- 4.3. Nothing in the preceding sub-clause puts the Landlord under any obligation to spend time or resources on finding a replacement for the Tenant.

5. RECOVERY OF POSSESSION BY THE LANDLORD

- 5.1. The Landlord's rights under this clause arise if and whenever during the Term:
- 5.1.1. the Rent is unpaid for 21 days after becoming due, whether formally demanded or not; or
 - 5.1.2. there is a breach by the Tenant of any obligation or other term of this agreement; or
 - 5.1.3. the Room is left unoccupied for more than 28 days continuously otherwise than by prior agreement with the Landlord; or
 - 5.1.4. the Tenant ceases to pursue a full time course of study at the University.
- 5.2. If and whenever during the Term any of the events referred to above occurs, the Landlord may, if it chooses, forfeit (i.e. end) the Tenancy subject:
- 5.2.1. in the case of unpaid rent, to the Tenant's right to ask the county court for relief from forfeiture upon payment of the arrears and costs; and
 - 5.2.2. in the case of a breach of any obligation other than to pay rent, to the Landlord's obligation to serve notice on the Tenant specifying the breach complained of, requiring its remedy if that is possible and requiring the Tenant to pay compensation in any case, and to allow the Tenant a reasonable time to remedy a breach if that is possible.
- 5.3. If the Room is no longer occupied by the Tenant or anyone else with a lawful right to live in it, the forfeiture will take place by a person acting on behalf of the University re-entering the Room and/or the Property.
- 5.4. If the Tenant is still in occupation the University will abide by the Protection from Eviction Act 1977 by obtaining possession through the court.
- 5.5. If the University exercises these rights of forfeiture, it shall be without affecting the other rights and remedies of the University.

6. NOTICES, EMAILS AND LETTERS

Notices must fulfil the following requirements:

- 6.1. Any notice to be sent by the Tenant must be in writing and should be addressed to the Landlord's Accommodation & Hospitality Team. It should be sent by email or post. If sent by email it should be addressed to PMU@London.ac.uk. If sent by post it should be addressed to: PMU, College Hall, Malet Street, London WC1E 7HZ.
- 6.2. Any notice to be sent by the Landlord will either be sent by email to the address given by the Tenant in the Tenant's application or will be delivered by hand to the Flat.
- 6.3. Any notice sent by post, in the absence of details of delivery or other receipt, shall be taken as received on the third working day after posting. A notice sent by email shall be deemed to be served on the day of transmission if sent before 16:30 hours

on a working day, and if transmitted later shall be deemed to have been served on the next following working day. A notice that has been delivered by hand shall be deemed to be served at the time when it is delivered to the Flat.

7. MOVING OUT

The Tenant will give the Landlord vacant possession and return the keys to the Flat and the Property on the ending of this agreement and will remove all furniture owned by the Tenant, personal possessions and rubbish and leave the Flat and the Landlord's fixtures and fittings in the same condition, repair and places as at the start of the Term, fair wear and tear excepted. If keys are not returned at the end of this agreement, the Landlord can pass on all reasonable costs incurred to the Tenant. For example, the cost incurred for the replacement of locks and keys.

8. GENERAL

8.1 Inventory and Deposit

8.2 Inventory

At the start of the Term, the Landlord will draw up an inventory. Room by room, all furniture, fittings and effects will be listed. The Tenant will be asked to comment on the condition of the furniture, fittings and effects, to verify the inventory and return it within 10 days. The Landlord and the Tenant will then sign the Inventory and copies will be kept by each.

8.3 Deposit

8.3.1 The Deposit is paid to ensure that the Tenant pays the rent, performs the obligations in this agreement (including cleaning and the return of keys at the end of the tenancy) and leaves the Flat in the same condition as shown in the Inventory. The Deposit shall be the amount listed on the front of this agreement. It shall be paid to the Landlord on the making of this agreement.

8.3.2 This agreement is not an Assured Shorthold Tenancy within the meaning of the Housing Act 1988. This is because the Property is managed by a University and falls within the definition set out in paragraph 8 of schedule 1 of the Housing Act 1988. As a result, the Landlord is not required to protect tenancy deposits in accordance with the Housing Act 2004.

8.4 Inventory check and return of deposit

8.4.1 At the end of this agreement, the Landlord will check the Inventory room by room. If the Landlord is not satisfied as to the condition of the Flat or anything in it, the Landlord may make a deduction of a sum from the Deposit, in order to put the matter right. The Landlord will provide a written breakdown of any deduction where requested by the Tenant. If the Tenant does not agree to the sum claimed, they may contact the property manager in order to discuss the matter.

8.4.2 When the Tenant vacates the Flat, the Tenant will be required to provide evidence that all utility bills have been settled in full and to return a deposit refund form. Once the Landlord receives the requested documents, the Deposit or the balance of the Deposit shall be returned to the Tenant within 28 days.

8.5 **Unusable rooms**

8.5.1 If the Flat or any part of it becomes unusable by reason of any fire, flood or other disaster, or by breach of the Landlord's obligations under this agreement, the Rent will be reduced by the same proportion as the area of the affected room(s) bears to the whole of the Flat, but any such reduction in Rent shall not affect any other right to compensation that the Tenant may have.

8.5.2 In the event of the Flat being rendered unfit for use for more than 7 days, the Landlord or Tenant shall have the right to terminate this agreement forthwith, save that this clause shall not apply where the Flat has been rendered unfit due to a breach of the agreement by the party seeking termination.

8.6 **Works**

The Landlord has the right to carry out or to commission any maintenance, alterations or building works in the Property or on adjoining or neighbouring property. The Landlord will attempt to minimise inconvenience and wherever possible will ensure that such works are done between 8.00am and 8.00pm.

8.7 **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.