



Fixed Term Assured Shorthold Tenancy Agreement under the housing act 1996.  
An agreement made the \_\_\_\_\_ day of \_\_\_\_\_ **20**\_\_\_\_, between APS  
Properties, Rose Cottage Farm, Acre Dyke Lane, Branston Booths, Lincoln, LN4 1JD.  
(herein after called 'The Landlord') of the one part and

**(Please complete in Block Capitals)**

Name _____
Home Address _____
Postcode _____
Home Telephone Number _____
Mobile _____
D.O.B _____
National Insurance Number _____
University Attending _____
Enrolment Number _____
Course _____
E-mail address _____

The Landlord lets and the tenant(s) jointly and severally take the dwelling house known as

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(here in after called 'The Premises') together with the furniture and household effects now in the premises and listed in the schedule hereto, for the term, rent and upon the conditions here in after mentioned.

It is agreed by the Landlord and the tenants jointly and severally that the tenancy shall be for **48** weeks, commencing on the \_\_\_\_\_ day of \_\_\_\_\_ **2012** and that no break in the tenancy is implied or permitted and, the tenancy shall terminate absolutely on the \_\_\_\_\_ day of \_\_\_\_\_ **2013**

The tenants shall replace anyone who leaves with a person known to them thereby retaining a single household. An administration fee of **£100** will be levied on persons leaving the contract after a replacement has been confirmed.

The permitted number of tenants for this property shall not exceed \_\_\_\_\_

Each tenant shall pay for the premises and furniture the rent of **£**\_\_\_\_\_ per week for the period of **48 weeks**.

Payment to be made by Direct Debit, payment details to be issued to cover the full period of this agreement.

The Tenant(s) shall upon the signing of this agreement complete a payment sheet with their preferred payment schedule, issue the non-refundable booking fee and provide a guarantor.

### Tenants Obligations

1.1 The Tenant(s) jointly and severally agree that they are liable for the full amount of the rent and other liabilities here before mentioned and if any of the Tenants is in default of their share of the rent and other liabilities the remaining Tenant(s) shall make up the rent and other liabilities to the full amount as required by this agreement

1.2 The Tenant(s) shall not assign the benefit of this Agreement or sublet any part or share the possession of the Premises or any part thereof without the permission of the Landlord

1.3 The Tenant(s) are notified that it is a condition of the tenancy that you are able to provide at least one UK based guarantor who is approved by us. **If a signed deed of guarantee is not received within two weeks of the agreement being signed, APS reserve the right to either replace you on the contract or ask that the full amount of the rent be paid in advance prior to moving into the property.** You agree that we have the right to contact the guarantor not only if you are in arrears of rent, but also if you are not performing your obligations under this agreement.

1.4 The Tenant(s) shall be charged a fee of £0.50p for each direct debit transaction in addition to the agreed rental instalment.

1.5 If the rent hereby reserved or any part thereof shall be unpaid for 21 days after becoming payable (whether formally demanded or not) or any of the foregoing stipulations on the Tenants part shall not be performed the Landlord may at any time thereafter re-enter upon the Premises and resume possession of the said furniture and effects and thereupon this tenancy shall terminate.

1.6 The Tenant(s) agree if any payment issued by the Tenant(s) is dishonoured, for any reason, a fee of £30.00 is payable immediately to the Landlord. Any amendments, cancellations or representing of Direct Debits will also be charged at £20 each.

1.7 The Tenant(s) agree that all fees and expenses incurred by the Landlord in recovering a debt will be payable by the Tenant(s)

1.8 The Tenant(s) are responsible for the purchase of the TV Licence required.

1.9 The Tenant(s) shall be responsible for any payment of Council Tax, which may become applicable during the tenancy.

1.10 The Tenants shall during the tenancy keep in tenantable repair all the fixtures, fittings, carpets and glass on the premises and shall not remove from the Premises any of the said furniture, carpets and effects and shall keep the said furniture, carpets and effects in their present state of repair and condition (reasonable wear and tear excepted) and shall make suitable recompense to the Landlord for any damage to or loss of the said furniture, carpets, fittings and effects (reasonable wear and tear excepted).

1.11 The Tenant(s) shall be invoiced for loss or damage of the said fixtures, fittings, carpets and effects during the course of the tenancy are to pay any fees which are due within 14 days of the Landlord's invoice.

1.12 The cost of unnecessary repairs to microwave oven(s), washing machine(s) Fridge Freezer(s) Cooker(s) Dishwashers and vacuum cleaner(s) during the tenancy will be the responsibility of the Tenant(s), (fair wear and tear excluded)

1.13 The Tenants shall keep the Premises in good decorative order and shall not affix to the walls, doors, windows or furniture anything which shall have the effect of damaging the decoration thereof. Shelves fitted to walls must remain in the property at the end of the tenancy, or alternatively the walls' redecorated to their original state.

1.14 The Tenant shall under no circumstances carry out any redecoration whatsoever.

1.15 The Tenants shall replace immediately at their own expense any cracked or broken windows, which have been caused by the carelessness or wanton act of the Tenant or their visitors.

2 The Tenants inventory will be issued to the first tenant collecting keys and must be returned to our office within 7 days of the last tenant collecting keys with any amendments and comments, or it will be deemed correct.

2.1 House inspections will be carried out at least once per quarter to ensure that the property is being kept clean, and to check for any damage to the room or its contents. At least three days notice will be given prior to any room inspection. Should there be a need for a re-inspection it will be at the Landlords absolute discretion to instruct cleaners to enter and clean the property, the proper cost of which shall be payable by the tenant(s) on demand.

2.2 The Tenant(s) shall not keep any animal, or pet of any description, on the Premises or any part thereof.

2.3 The Tenant(s) shall not permit the Premises or any part thereof to be used or occupied for illegal purposes, or for any purposes, which could cause annoyance or nuisance or disturbance to neighbours.

2.4 The Tenants shall not neither singularly nor collectively entertain guests at the property beyond midnight and the Tenants shall not either singularly or collectively play any music or emit any other noise in the property after 11.15 p.m. which might be considered a nuisance or disturbance to the owners or occupants of adjoining properties

2.5 The Tenants shall not allow illegal drugs of any sort to be taken or used on the Premises.

2.6 The Tenants shall keep any gardens attached to the premises in a clean and tidy condition.

2.7 The Tenants(s) will use reasonable endeavours to ensure the property does not become infested by insects, rodents and fungus

2.8 The Tenant(s) agrees not to burn candles, joss sticks or any naked flame in the premises.

2.9 The Tenant(s) agrees not to use any cooking device such as toasters, grills or sandwich makers in the bedroom.

2.10 Tenant(s) agree not to remove door closers, wedge open doors, cover smoke detectors, obstruct corridors, stairs or communal areas or to behave in a manner that may affect the wellbeing of themselves or other tenants.

2.11 The Tenant(s) shall not misuse fire equipment e.g. fire extinguishers, fire blankets, fire alarms or smoke detectors or interfere in any way with equipment of this kind so as to cause it to be dysfunctional. If any equipment of this kind is caused to be dysfunctional through neglect and/or misuse then the Tenant will pay the Landlord the full cost of repairs or renewals to such equipment.

2.12 The Tenant(s) agree that under no circumstances will they claim housing benefit for this property. The Tenant(s) agree should one or more of the them be found to be claiming housing benefit, then the Landlord may at anytime thereafter re enter upon the premises and thereupon this tenancy shall terminate.

3. All maintenance work is to be reported immediately to our office, this to include any damage to the property or furniture. We undertake to respond to any maintenance work promptly.

IN THE EVENT OF ANY WATER LEAKS PLEASE REPORT AS A MATTER OF URGENCY.

Failure to give notice of the above to the landlord, the tenants shall cover all loss and expense incurred by the landlord.

3.1 Any unnecessary call out not in office hours (9.30 a.m. - 4.30 p.m. Monday to Friday), will incur a cost of £30.00. **THIS INCLUDES UNLOCKING ROOMS OR HOUSES**

3.2 The Tenants shall permit the Landlord or his duly authorised agent at all times as is deemed necessary, and after reasonable notice, unless in the cases of emergency, access to the Premises for the purpose of inspection and repair. The Tenants shall also permit the Landlord or the Landlord's agent upon reasonable notice, at reasonable hours, in the daytime to enter and view the premises with prospective Tenants

3.3 Damages caused to Tenants possessions within the house within the duration of the tenancy itself are the responsibility of the Tenants.

3.4 The Tenants must remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Landlord has the right to dispose of the Tenant's possessions.

3.4 At the termination of the tenancy the Tenants shall deliver up to the Landlord the keys of the Premises and the Premises furniture, carpets and effects in as good state of repair, decoration and cleanliness as they were in when the tenancy started, (reasonable wear and tear excepted). Any costs to re-instate the property to its original condition will be met by the tenants this to include the professional cleaning of the property and all the contents thereof.

3.5 Any communication from us to you (during the Accommodation Period) will be sent to your personal email address and/or by hand or first class post to the Accommodation. In the event of any absence from the Accommodation, it is your responsibility to ensure that your post is collected or forwarded and any change of email address is to be notified immediately as failure in this regard shall not invalidate any communication from us.

### Landlords Obligations

4 APS Properties will be responsible for the payment of all reasonable gas and electricity charges for appliances supplied by the Landlord to their chosen suppliers. The expected average usage is \_\_\_\_\_ kWh per year for Gas and \_\_\_\_\_ kWh per year for Electricity, should this figure be exceeded then the Landlord reserves the right to levy a charge to cover the additional cost. It is the Tenant(s) responsibility to monitor usage.

4.1 APS Properties will be responsible for the payment of water and broadband supplied to the premises to their chosen suppliers.

4.2 If during the course of the tenancy any of the Tenant(s) were to change any of the gas, electricity, water or broadband suppliers, then all of the tenants shall be jointly and severally liable for any payment to that new supplier.

4.3 The broadband access service will be made available to you by Virgin Media. When you use the service you will need to comply with the "Terms of Use" and "Acceptable Use Policy" for the service. If you fail to comply with these terms, Virgin Media may take action to restrict or suspend your use of the services.

4.4 The Landlord shall be responsible for the repair of the structure and exterior of the building including drains, gutters and external pipes and keep in repair and proper working order the fittings for the supply of gas, electricity, water, sanitation and space and water heating.

4.5 The Landlord agrees with the Tenants that the Tenants paying the rent as aforesaid and performing and observing all the agreement on their part shall quietly possess and enjoy the Premises during the tenancy without any interruption from the Landlord.

4.6 Within seven days after receipt send the Landlord a copy of any notice or other communication affecting the Property made by any competent authority and give full particulars thereof to the Landlord and not take any action regarding such notices or communications without the prior consent of the Landlord

4.7 The Premises are subject to a mortgage granted before the beginning of the tenancy and the mortgagee is or may be entitled to exercise a power of sale and may require possession for the purpose of disposing of the Premises in the exercise of that power. The Landlord hereby gives notice to the Tenants that possession of the Premises may be recovered on Ground 2 in Part 1 of Schedule 2 to the Housing Act 1988.

