



# **Agreement for Assured Shorthold Tenancy (DPS)**

**Water bills included**

**Academic Year 2024/2025**

DRAFT

# TENANCY AGREEMENT

This Agreement contains the terms, conditions and obligations of the Tenancy and the things which the Landlord and the Tenant agree to do or not to do during the Tenancy.

Once signed and dated, this Agreement will be legally binding and may be enforced by a Court.

You should read it carefully. If either party is in any doubt as to the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Once this Agreement is signed it becomes enforceable whether keys are collected or not.

**Date:** The date of execution set out in the audit trail to this document.

TDS

## The Landlord(s):

### Landlord Name:

**Landlord Address:** C/o 30 Belvoir Street, Leicester, LE1 6QH

The Tenant(s):

### Tenant Name:

**Tenant Address:**

**Phone:**

**Email:**

("the Tenant")

**The Landlord and the Tenant** agree to the letting of the Property for the Term at the Rent and under the conditions outlined in this Agreement.

The Property:

Excluding/Including: *If applicable please see additional clause(s) for more details*

("the Property")

**The Term:** The Tenancy shall be for a period of **52 weeks** to start on and include the and to end on and include , whether the room is occupied or not. **Subject to section 10 Special Tenancy Conditions**

("the Term")

**The Rent:** £ per week

**Rent includes:** Water charges. Subject to Fair Usage Policy. See Section 6.

**Contract Value:** £

("the Rent")

## Payment Due Dates & Amounts

**DELETE AS APPROPRIATE**

£  
£  
£  
£

01/07/2024	£
01/09/2024	£
01/10/2024	£
01/11/2024	£
01/12/2024	£
01/01/2025	£
01/02/2025	£
01/03/2025	£
01/04/2025	£
01/05/2025	£

The landlord has agreed the Tenant the allowance for the payment of Rent by way of instalments, this is made on the express condition that each payment is made in full on or before the relevant due date. If any payment is missed or any payment is not made in full then the Landlord reserves the right to demand full payment of the contract value outstanding immediately without further notice needing to be sent. If the payment of the full amount is not received within 14 days the Landlord would have the ability to terminate this agreement as outlined in Section 3.

Unless otherwise stated all rental payments should be made by Standing Order to the Landlord's Agent's bank as follows:

**Name: Brink Riley Properties**  
**Sort Code: 20-97-40**  
**Account Number: 03072487**  
**Payment Reference:**

**The Deposit: £** to be held by the Landlord's Agent as stakeholder then registered and lodged within thirty days of receipt with The Deposit Protection Service ("DPS"). The Agent is a member of the Deposit Protection under Agent ID: 1367094. At the end of the Tenancy, the Landlord's Agent shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

("the Deposit")

## DEFINITIONS

**The Landlord:** The person or persons owning an interest in the Property which gives the right to possession of it when this Tenancy ends, and anyone who later owns the Property.

**The Tenant:** The person or persons entitled to possession of the Property under this Agreement.

**The Lead Tenant (if applicable):** Means (i) in the case of joint tenants, one of their number who has been nominated to act on their behalf in relation to the Deposit; and (ii) where applicable, the person nominated to act on behalf of the Tenant and the Relevant Person.

**The Guarantor (if applicable):** The person who undertakes to be jointly and severally liable with the Tenant to pay all rent and any debt arising from any breach or default of the Tenant's obligations contained in this Agreement until all debt is paid in full whether or not the Landlord elects to pursue the Tenant.

**The Landlord's Agent:** Brink Riley Properties of 30 Belvoir Street, Leicester, LE1 6QH, or any person or company who later takes over the rights and obligations of the Landlord's Agent.

**The Property:** The Property which has been agreed to be let including any parts of the exterior forming part of the let (e.g. gardens, paths, fences, boundaries or outbuildings). Where the Property is a flat or forms only part of a building, the letting includes the use, with others, of communal access ways, gardens and other similar facilities to which the Landlord is entitled under the terms of his Lease.

**The Lease (if applicable):** The Lease under which the Landlord holds the Property. The obligations set out in the Head Lease will bind the Tenant provided the Tenant has been given notice of them.

**The Contents:** The Landlord's furniture, furnishings, fixtures, fittings and effects including sanitary ware, floor ceiling and wall coverings, decorative features, white goods and other equipment specified in the Inventory.

**The Inventory of Contents and Schedule of Condition ("the Inventory"):** The Inventory means the document prepared by the Landlord, the Landlord's Agent or an inventory clerk detailing the Contents, the decor and condition of the Property generally. The Inventory may be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the start of the Tenancy. "The Inventory" may refer to either the check-in or check-out of the Property, as context suggests.

**The Deposit:** The sum paid by the Tenant to the Landlord's Agent in a Stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

**The Relevant Person (if applicable):** Any person or company paying the Deposit on behalf of the Tenant, e.g. the local authority, a parent or Guarantor.

**Deposit held as Stakeholder:** The Landlord's Agent will hold the Deposit in a Stakeholder capacity. Any deductions from the Deposit at the end of the Tenancy must be agreed in writing by Landlord and Tenant before monies are released. Any amount in dispute will not be paid to either party until mutual agreement is reached or an appropriate third party decision made.

**Permitted Occupier (if applicable):** Any person, that is not named as Tenant, but has the permission of the Landlord to reside at the Property. They have no legal rights to the Property and have no responsibility for the payment of rent.

**Fair wear and tear:** Loss, damage or depreciation that naturally and inevitably occurs from reasonable and ordinary use or exposure, or ageing.

**Emergency:** Where there is a risk of damage to the fabric of the Property, neighbouring properties, or to life.

**The Term:** The length of the letting agreed in this Agreement including any extension or continuation or any statutory periodic tenancy arising after expiry of the original Term.

**The Tenancy:** The Term, plus any extension or continuation or any statutory periodic tenancy arising after expiry of the original Term.

**Joint & Several Liability:** If the Tenant consists of more than one person, their actions and obligations under this Agreement shall be joint and several in all respects which means that each Tenant is wholly responsible for all Tenant obligations and sums due under this Agreement, not just a proportionate part. It also means that the Guarantor (if applicable) will be liable with the Tenant to pay all rent and any debt arising from any breach of this Agreement until all debt is paid in full.

**Interpretation:** Words importing the singular number include the plural number and vice versa. Words importing the masculine gender only include the feminine gender and vice versa.

Working day means any day excluding a Saturday, Sunday or a Bank Holiday.

The Tenant and the Landlord agree that the laws of England and Wales shall apply to this Agreement.

**Accommodation:** The accommodation book by the Tenant or the accommodation specified in the booking form.

**Booking:** Refers to the purchase of student accommodation made through Brink Riley Properties.

**DPS:** Means Deposit Protection Service whose details are shown in the tenancy agreement and can be found at [www.depositprotection.com](http://www.depositprotection.com)

**Common Parts:** Means the parts of the Property which are not specifically demised as tenancies to the Tenant or to third parties.

## 1. TENANT OBLIGATIONS

**The Tenant agrees with the Landlord that throughout the Term the Tenant will:**

### 1.1. General

1.1.2. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.

1.1.3.To be responsible and liable for all the obligations under this Agreement as joint and several Tenant if the Tenant forms more than one person, as explained in the Definitions.

1.1.4.Not to allow visitors to stay in the property for longer than 7 days.

## **1.2. Pay Rent**

1.2.2.Pay the Rent and any other sums due to the Landlord's Agent in the manner set out in this Agreement, whether formally demanded or not.

1.2.3.The WIFI is a free service provided throughout the building and does not constitute part of the rent. The tenant can not withhold rent due nor make claims of compensation due to disruptions to the WIFI service.

## **1.3. Pay Interest**

1.3.2.Pay interest on any amounts of Rent due and in arrears by in excess of 14 days at the rate of 3% above the Bank of England annual base rate calculated on a day to day basis from the date that the same shall become due until payment in full is made.

1.3.3.The Tenant hereby authorizes their institution of study to disclose to the Landlord or the Agent, on request, the Tenants forwarding address if the Landlord or Agent shows the institution that the address is reasonably necessary to enable them to recover unpaid Rent or Fees

## **1.4. Pay for Council Tax**

1.4.2.Unless the Rent is expressed as being inclusive of council tax, to pay the council tax (or any similar charge which replaces it) in respect of the Property either directly to the local authority, or by paying that sum to the Landlord, or the Landlord's Agent, where the Landlord, or the Landlord's Agent, has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.

## **1.5. Pay for Utilities**

1.5.2.To pay all charges falling due for the following services used during the Tenancy and to any standing charge for those services which reflects the Term of the Tenancy:

- Other fuel
- Electric
- Gas
- Telephone
- Broadband (other than Free Service provided)
- Satellite Television
- Cable Television
- TV Licence – regardless of the ownership of the television.

**1.6.** To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors.

**1.7.** To pay any reasonable amount incurred by the Landlord when the Landlord is reasonably entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant; within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.

**1.8.** To pay for cleaning costs when it has been identified that rubbish, vomit or other items have been left by them in communal areas.

1.9. To pay a call out fee when a contractor has to attend the property for a lock out during out of hours (working hours being Monday – Friday 9.00am – 5.00pm)

1.10. To pay a call out fee when a contractor is asked to attend a property to fix a maintenance issue that is found to be the tenants fault or liability; this also includes requesting a contractor to attend out of hours when the issue is not an emergency.

### 1.11. Care for Property

1.11.2. To inform the Landlord or the Landlord's Agent if anything in the Common Parts requires repair. For the purposes of this clause the Tenant understands that the Landlord may not be personally responsible for ensuring that the reported issue is repaired, but the Landlord or the Landlord's Agent will endeavor to pass on any report made to the appropriate organization

1.11.3. To inform the Landlord or the Landlord's Agent immediately in writing when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Property.

1.11.4. All repairs and maintenance must be reported on the online report a repair system; [www.brink-riley-properties.fixflo.com](http://www.brink-riley-properties.fixflo.com). The tenant understand that issues will not be dealt with until they are reported via fixflow.

1.11.5. Not to replace any items or fixtures or fittings provided with the property without the Landlords prior approval.

1.11.6. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.

1.11.7. Not cause or allow any damage or loss to the Property, the Common Parts, or Contents, fair wear and tear excepted, and use the Property, the Common Parts, and Contents in a proper and tenant-like manner.

1.11.8. The Tenant is liable to change, replace or renew at his/her own cost all light bulbs, fluorescent lights, fuses, batteries, and extractor fan filters, and dishwasher and water softener salt.

1.11.9. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.

1.11.10. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.

1.11.11. Not to barbecue in the Room or in or on the Property.

### 1.12. Replace Broken Glass

1.12.2. Promptly replace all cracked or broken glass with the same quality glass, where the crack or breakage is caused as a result of any action or misuse or negligence of the Tenant, a third party, any family or visitors, whether invited or not.

### 1.13. Smoke Detectors and Carbon Monoxide Detector

1.13.2. Ensure that all smoke and carbon monoxide detectors are kept in good working order by ensuring that they are kept free from obstruction, tested regularly and replacing

batteries when necessary.

1.13.3. Ensure that the Landlord is informed if the smoke alarm requires maintenance or repair. The Tenant is responsible for changing the batteries.

#### **1.14. Good Repair**

1.14.2. Keep the Contents including all electrical gas and other appliances equipment and apparatus in good repair and condition, fair wear and tear excepted.

1.14.3. Take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

#### **1.15. Preserve Interior Condition**

1.15.2. Keep the Property and the Contents in good order and in a clean condition as at the commencement of the Tenancy, fair wear and tear excepted.

1.15.3. Permit the Landlord or Landlord's Agent to give the Tenant notice in writing of any necessary works of repair, cleaning, restoration, or replacement which is the obligation of the Tenant to be undertaken within a reasonable time agreed between the Tenant and the Landlord or the Landlord's Agent.

#### **1.16. Utilities**

1.16.1. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.

1.16.2. Not to change the telephone number without the consent of the Landlord or the Agent.

1.16.3. To inform the Landlord, or the Agent, of the change of telephone number promptly when the Tenant is given the new number.

1.16.4. Not to change an account for any utility to a new supplier without the consent of the Landlord or the Agent

1.16.5. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 1.5.1 or by anything done or not done by the Tenant.

1.16.6. To pay any amount over the fair usage charge for electric to the Landlord upon request.

#### **1.17. Clean Windows**

1.17.1. Clean the inside and outside of the easily accessible windows regularly and at the end of the Term.

#### **1.18. Prevent Obstructions**

1.18.1. At all times take all reasonable precautions not to cause blockage to the drains and pipes in or about the Property and keep gutters, gullies and downpipes free of debris. In the event that a blockage is caused as a result of misuse or negligence of the Tenant, his/her family or visitors, the Tenant shall be liable to clear, or arrange the clearance of, the blockage or debris.

#### **1.19. Protect from Freezing**

1.19.1. At all times, to ensure that all reasonable precautions are taken to protect the Property



against freezing and burst pipes, provided the pipes and other installations are kept adequately insulated by the Landlord. To reimburse the Landlord in respect of any damage caused to the Property as a result of frozen or burst pipes due to the Tenant failing to take reasonable precautions.

#### **1.20. Keep Ventilated**

1.20.1. Keep the Property adequately ventilated and make good use of extractor fans (where provided) so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the Property and the Contents.

#### **1.21. Chimneys and Flues (if applicable)**

1.21.1. If the Tenant uses any fireplace or chimney in the Property, to have the chimneys and flues swept and kept in a clean condition. If the Tenant fails to comply with this clause, and this constitutes a loss to the Landlord, the Landlord may seek to recoup this loss from the Deposit.

#### **1.22. Fuel Storage**

1.22.1. Any coal/logs stored at the Property must be stored in an appropriate and suitable receptacle in such place as will not cause damage to the Property or the Contents. Any coal/logs must not be stored in the Common Parts.

#### **1.23. Prevent Infestation**

1.1.7.1. Not keep any refuse or rubbish in the Property and regularly dispose of same in a suitable receptacle to maintain acceptable levels of hygiene and prevent outbreaks of any infestations such as pests or disease. In the event of an infestation, to clean, arrange, or compensate the Landlord for the cleaning of the Property with de-infestation cleaner to a professional standard at the end of the Tenancy if de-infestation is necessary. Any refuse or rubbish must not be stored in the Common Parts unless the Common Parts includes a specific place to store refuse or rubbish in which case it may be used for that purpose.

#### **1.24. Maintain Gardens**

1.24.1. Keep any gardens and grounds including any pond, terrace or patio included in the Property in a neat, unobstructed and tidy condition and free from litter and weeds. Keep the grass cut and reasonably maintain any lawns, trees and shrubs in a proper manner as seasonally required. Not to cut down or remove any trees, shrubs or plants (other than annual plants) or otherwise alter the existing design content or layout of the said garden or grounds without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.

#### **1.25. Not Alter Property**

1.25.1. Not alter or in any way interfere with the construction or arrangement of the Property. Not to carry out any redecoration or make any alteration in or addition to the exterior or interior of the Property without the previous consent in writing of the Landlord or the Landlord's Agent which will not be unreasonably withheld.

#### **1.26. Not Remove Contents**

1.26.1. Not remove or allow the removal of the Contents from the Property or store the Contents in any way which may lead to the condition of the Contents to be damaged or deteriorate at a quicker pace than they would if they remained in the places recorded in the Inventory.

#### **1.27. Not Affix Items to Walls**

1.27.1. Not to hang pictures other than with a reasonable number of commercially available picture hooks or fastenings without the prior written consent of the Landlord or the Landlord's

Agent which will not be unreasonably withheld.

1.27.2. Damage or marks caused by fixing things to the walls, floor, ceiling and windows or doors will not be treated as fair wear and tear. If the Tenant wishes to display notices or posters, the Tenant should use only the notice board provided for that purpose. If the tenant marks a surface by using blue or White Tack, Sticky Stuff, Poster Putty or similar products, and the mark will not clean off, the Landlord shall be entitled to charge the Tenant a contribution towards the cost of redecorating the surface. In addition to redecoration charges, the Landlord will claim from the Tenant for the cost of repairing holes caused by nails, pins or screws.

### **1.28. Not Post Signs**

1.28.1. Not to display or allow to be displayed any notice, sign, banner or placard visible from outside the Property without the prior written consent of the Landlord or the Landlord's Agent, which will not be unreasonably withheld or delayed. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given.

### **1.29. Not Affix or Erect Aerial or Satellite Dish**

1.29.1. Where not already provided or available at the Property, not to affix or erect outside the Property any television or radio aerial or satellite dish or install any cable television or cable telephone without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed but may be subject to conditions. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given.

### **1.30. Pets**

1.30.1. The Tenant agrees not to keep any animals or birds (whether domestic or otherwise) in the Property without the Landlord's prior written consent which will not be unreasonably withheld or delayed.

### **1.31. Smoking Prohibition**

1.31.1. Not to smoke or allow any other person to smoke any cigarettes, cigars, pipes or other form of tobacco or other substances, including vapes, within the Property without the prior written consent of the Landlord. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given. In the event of any breach of this clause then the Tenant shall pay such costs to the Landlord for making good any resultant staining, discolouration, burn marks or odour present at the Property at the end of the Term. For the purposes of this clause, 'the Property' also includes the Common Parts, unless the Common Parts includes a specific place to smoke lawful substances in which case it may be used for that purpose.

### **1.32. Locks and Alarms**

**1.32.1.** To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.

**1.32.2.** To set the burglar alarm (if applicable) when the Premises are vacant.

**1.32.3.** To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm or been locked out; standard call out charges will be charged to the Tenant at £40.00 inclusive of VAT.

**1.32.4.** Not to install or change any locks in the Premises without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld, except in an emergency.

1.32.5. Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Agent of the number of additional keys cut.

### **1.33. Changing Locks**

1.26.1 Not alter, change or install any locks on any doors or windows in or about the Property or have any additional keys or remote control devices made, except in the case of an Emergency, without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed.

1.26.2. Where consent to change locks is granted, one set of the new keys must immediately be made available to the Landlord and at the end of the Term the Tenant must provide the same number of sets of keys, fobs and other devices for the new locks as were provided by the Landlord at the commencement of the Term.

1.26.3. Where any keys the Tenant is responsible for are either lost or stolen, the Tenant shall be liable for the cost of having the relevant lock/s changed for the Property, one set of the new keys must immediately be made available to the Landlord or the Landlord's Agent and at the end of the Term.

1.26.4. Where the Common Parts have a separate key or lock, the above clauses apply to the Common Parts as though it was part of the Property.

### **1.34. Use of Burglar Alarm (if applicable)**

1.34.1. Take every precaution to ensure the correct use of the burglar alarm system to the Property and pay any call out charge or costs for the repair or for re-setting of the system necessary as a result of misuse or negligence by the Tenant, his/her family or visitors.

1.34.2. Not change any burglar alarm code without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed. Where such consent is granted the Tenant will promptly provide the Landlord or the Landlord's Agent with the details of the new code.

### **1.35. Secure Property**

1.35.1. Not leave the Property unattended or unoccupied for any period whatsoever without locking and securing all deadlocks and other locks and bolts fitted to the doors and windows permitting access to the Property and ensuring the burglar alarm (if any) is activated.

### **1.36. Refuse**

1.36.1. To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy.

1.36.2. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.

1.36.3. To dispose of all refuse through the services provided by the local authority.

1.36.4. To ensure all rubbish is disposed in the bins within the bin store provided and NOT on the floor of the bin store or the communal areas.

1.36.5. To pay any charges for the removal of rubbish left in the communal areas or not placed in refuse bins provided.

### **1.37. Notify & Action if Unoccupied**

1.37.1. Not leave the Property vacant, unattended or unoccupied for a period of more than 30 consecutive days without first giving reasonable notice to the Landlord or the Landlord's Agent of the intention to do so.

1.37.2. After leaving the Property unattended for any period of 7 days or more, to flush through

the water systems by running all taps and showers for 20 minutes and by flushing all toilets to reduce the risk from exposure to legionella bacteria.

### **1.38. Landlord's Insurance**

1.38.1. Not to do, permit to be done, or fail to do anything that may render void or invalidate any policy of insurance on the Property or the Contents nor anything that may cause an increased premium to be payable, provided that a copy of the relevant sections of the policy has been given to or shown to the Tenant at the start of the Term or within a reasonable time thereafter. To pay the Landlord all reasonable sums paid by the Landlord for any increase in premiums and all reasonable expenses incurred by the Landlord incurred as a result of a failure by the Tenant, his/her family or visitors to comply with this clause.

### **1.39. Tenant's Personal Possessions**

1.39.1. For the avoidance of doubt, there is no cover provided by any insurance policy maintained by the Landlord for any personal possessions introduced into the Property by the Tenant. The Tenant is strongly advised to insure his/her own belongings with a reputable insurer.

### **1.40. Permit Access**

1.40.1. Permit the Landlord or anyone with the authority of the Landlord at reasonable hours by no less than 24 hours prior written notice (save in the case of an Emergency) to enter the Property to view the state and condition thereof or to undertake any necessary repairs in compliance with obligations placed on the Landlord by law, or other necessary repairs or redecoration of the Property or require access to effect work to a neighbouring property or boundary divide. Should the Tenant agree that the Landlord, Agent or authorised contractor can have access relating to any of the above mentioned circumstances with the Landlord or anyone with the authority of the Landlord and access is denied/not possible due to the Tenant refusing or restricting access, The Tenant will be responsible for default costs incurred by the Landlord associated with this breach.

### **1.41. Permit Viewing**

1.41.1. Permit the Landlord or the Landlord's Agent or anyone with the authority of the Landlord or the Landlord's Agent by reasonable prior appointment to show the Property:

- a. To potential tenants or purchasers during the last 6 months of the Tenancy or other period of notice;
- b. To potential purchasers in the event of the Landlord wishing to sell or otherwise deal with the reversion of the Property with the benefit of the Tenancy at any time during the Tenancy.

### **1.42. Permit Notices**

1.42.1. Permit the Landlord or the Landlord's Agent to affix a notice of re-letting or selling on the Property during the last two months of the Tenancy or other period of notice, or a notice of selling in the event of the Landlord wishing to sell the Property with the benefit of the Tenancy at any time during the Tenancy.

### **1.43. Take Remedial Action**

1.43.1. In an Emergency to take appropriate reasonable remedial action to prevent further damage to the Property and give immediate notice to the Landlord or the Landlord's Agent.

### **1.44. Give Notice of Defects**

1.44.1. Notify the Landlord or the Landlord's Agent immediately in writing upon becoming aware of:

- a. Any damage, defect or want of repair of any nature affecting the Property or any of the Contents, whether or not caused by any act, default or neglect of the Tenant, or any invitee of the Tenant;
- b. Any burglary or attempted burglary upon the Property.

1.44.2. And the Tenant shall be liable for all reasonable consequential excess loss and expense arising from any failure to give such notice.

#### **1.45. Forward Correspondence**

1.45.1. Pass to the Landlord or the Landlord's Agent as soon as is reasonably practicable following receipt, any notice or other communication left on or delivered or posted to the Property that are addressed to the Landlord with the exception of obvious circulars or marketing material.

#### **1.46 Leasehold (Lease) or Freehold Covenants and Restrictions**

1.46.1. Where applicable and provided that prior to the signing of this Agreement the Tenant is notified in writing or given a copy of the relevant documents, the Tenant agrees to observe and not breach or contravene any terms in the Lease or any Deed under which the Landlord holds the Property.

1.46.2. The Tenant will comply with all and any new regulations relating to the building which may be introduced from time to time and which are notified to the Tenant in writing and protect the Landlord from loss arising from any claim in respect of any breach or non-observance of same.

#### **1.47. Deed of Covenant (if applicable)**

1.47.1. If requested and at the Landlord's expense the Tenant will enter into a Deed of Covenant or such other Deed as the superior landlords may reasonably require.

#### **1.48. Common Parts**

1.48.1. Not to obstruct any of the Common Parts nor keep or store or place any item or package or bicycle or pushchair in the Common Parts, unless the Common Parts includes a specific place to store refuse or rubbish in which case it may be used for that purpose.

1.48.2. Not to hang or permit to be hung or exposed any clothes or other articles in any of the Common Parts or upon the exterior of the Property except where expressly permitted by the Landlord in writing.

#### **1.49. Not Assign or Sublet**

1.49.1. Not to assign this Agreement without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where the Landlord grants consent this may be subject to reasonable conditions and the Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in granting such consent or arranging such assignment.

1.49.2. Not to mortgage or charge the benefit of this Agreement;

1.49.3. Not to take in or receive paying guests or lodgers without the prior written consent of the Landlord.

1.49.4. Not sub-let, part with or share possession or occupation of the Property or any part of the Property with any person not named as Tenant in this Agreement without the prior written consent

of the Landlord or the Landlord's Agent, which will not be unreasonably withheld or delayed. Where granted, the Landlord may impose reasonable conditions of consent and the Tenant will be liable for the reasonable expenses incurred by the Landlord in granting such consent.

1.49.5. Notwithstanding the Tenant having no exclusive possession of the Common Parts and having no legal authority to assign or sub-let those parts, it is nevertheless stated for the avoidance of doubt that the above applies to the Common Parts as though it was part of the Property.

#### **1.50. Not Cause Nuisance**

1.50.1. Not use the Property or allow others to use the Property in a way which may cause damage or a disturbance, nuisance, annoyance, or inconvenience to neighbouring adjoining or adjacent property or to the owners or occupiers of them. The above applies to the Common Parts as though it was part of the Property.

#### **1.51. Music and Noise**

1.51.1. Not play any musical instrument, music player, radio or television or cause or permit any undue loud noise to take place in the Property so as to cause disturbance annoyance or inconvenience to the occupiers or owners of any neighbouring adjoining or adjacent property or so as to be audible outside the Property between the hours of 11.00 pm to 7.30 am. The above applies to the Common Parts as though it was part of the Property.

#### **1.52. Permitted Use**

1.52.1. To use the Property for no other purpose than that of a strictly private residence for the occupation of the Tenant and the Tenant's immediate family and occasional guests only; and

- a. Not carry on at the Property or allow the Property to be used for any profession trade or business and not to let rooms or apartments or receive paying guests or lodgers in the Property; and
- b. Not hold or allow to be held any large meeting or gathering upon the Property or any sale by auction thereon; and
- c. Not use or permit the Property or any part thereof to be used for any illegal or immoral purposes;
- d. Not to register a business or company at the address of the Property.
- e. The above applies to the Common Parts as though it was part of the Property.

#### **1.53. Combustible Matter**

1.53.1. Not take into or keep at the Property any combustible, offensive or dangerous fluids, fuels or materials or any gas, paraffin or other liquid fuel unless required for normal household use and fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate Fire Authority. The above applies to the Common Parts as though it was part of the Property.

#### **1.54. Own Gas Appliances**

1.54.1. Immediately notify the Landlord or the Landlord's Agent if any gas appliance is brought into the Property by the Tenant and ensure that it is properly connected to the appropriate pipework by a suitably qualified Gas Safe registered engineer and is safe to use. The Tenant will immediately stop using and remove any such gas appliance which is unsafe or dangerous to either the occupants or the Property. The above applies to the Common Parts as though it was part of the Property.

#### **1.55. Prohibited Substances**

1.55.1. Not to use or consume in or about the Property at any time any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may hereinafter be prohibited or restricted. The above applies to the Common Parts as though it was part of the Property.

## 1.56. End of Tenancy

1.56.1. At the expiration or sooner termination of the Tenancy:

- a. Clean the Property to the same standard as received on Check In. Contents including the washing or dry cleaning (including ironing and pressing) of all bedding, linen, towels, carpets, curtains, upholstery and soft furnishings and other articles set out in the Inventory or articles substituted for the same which shall be shown by reference to the Inventory to have been soiled during the Term.
- b. All properties are professionally cleaned prior to the tenant moving in. Upon check out, should the property not be left in the same standard as Check in the cleaning is charged by a grading system, which is detailed below:

<b>Grade A</b>	Very light cleaning provided
<b>Grade B</b>	Cleaning required
<b>Grade C</b>	Deep clean required

Estimated charges are detailed in your booking terms and conditions and below; these prices are estimated and may be subject to change.

**A studio/one bedroom is charged at a flat rate of £40.00 and bedrooms charged at the bedroom grade rates below.**

### Kitchen/living space

<b>Grade C</b>	£40.00
<b>Grade B</b>	£30.00
<b>Grade A</b>	£20.00 (where rest of flat is B or C)

### Oven, Hob & Cooker Hood

<b>Grade C</b>	£44.00
<b>Grade B</b>	£25.00
<b>Grade A</b>	£10.00

### Fridge/Freezer

<b>Grade C</b>	£22.00
<b>Grade B</b>	£17.00
<b>Grade A</b>	£10.00

### Bathroom

<b>Grade C</b>	£30.00
<b>Grade B</b>	£22.00
<b>Grade A</b>	£15.00 (where rest of flat is B or C)

### Bedroom

<b>Grade C</b>	£20.00
<b>Grade B</b>	£18.00
<b>Grade A</b>	£12.00

### Additional Charges

<b>Rubbish Removal</b>	£5.00 per black bag
<b>Hoover Bag</b>	£5.00
<b>Light bulb</b>	From £7.00

- c. Make good and/or pay for the repair of or replacement of any of the Contents that are broken, lost or damaged during the Term, save for fair wear and tear;
- d. Notify all utility and council tax authorities of the date of termination of the Term, take meter readings and pay all outstanding accounts with the service providers up to and including the last day;
- e. Arrange for the return to the hire company prior to the check-out of any hired or rented television or other equipment or appliance which the Tenant has hired or rented for his use at the Property;
- f. Deliver all keys and remote control devices to the Landlord or the Landlord's Agent and pay

to the Landlord all reasonable costs incurred by the Landlord in replacing the locks or devices where such keys or devices are missing;

- g. Remove all personal items from the Property before the end of the Term. The Tenant will be responsible for meeting all reasonable removal costs and/or storage charges for items left in the Property after the end or earlier termination of the Term. The Landlord will remove and store such items for a maximum of one calendar month, and take all reasonable steps to contact the Tenant in this regard and, where possible, will notify the Tenant at the last known address. If the items are not collected within one calendar month the Landlord may dispose of them and the Tenant will be liable for the reasonable costs of disposal, which may be deducted from the Deposit or from any sale proceeds and if there are any costs remaining they will remain the Tenant's liability;
- h. To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when keys are not returned. The daily Rent will be charged and remain due until the keys are returned or the tenant advises us that the keys have been lost. In the even of lost keys the locks will be changed and the replacement costs will be charged to the tenant.
- i. To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy items belonging to the tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarded address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are remaining costs after the above deductions has been made the will remain the liability of the tenant.
- j. Provide the Landlord or the Landlord's Agent with a forwarding address where the Tenant may be contacted after the Tenant has vacated the Property and permit the Landlord or the Landlord's Agent to give the forwarding address to the suppliers of gas, electricity, fuel, water, telephone services, environmental services or other similar services incurred at the Property for which the Tenant is liable and Council Tax authority;

### **1.57. Breach of Tenancy**

1.57.1. The Tenant shall pay the Landlord's reasonable legal costs and expenses (including VAT) incurred by the Landlord or the Landlord's Agent in enforcement or remedy of any breach of the Tenant obligations under this Agreement, whether or not the same shall result in court proceedings.

1.57.2. The Tenant shall pay the cost of any bank or other reasonable charges incurred by the Landlord or the Landlord's Agent if any standing order payment or cheque submitted by the Tenant is withdrawn or dishonored by the Tenant's bank.



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## **2. LANDLORD OBLIGATIONS**

**The Landlord agrees with the Tenant that the Landlord will:**

### **2.1. Deliver Up Property**

2.1.2. At the commencement of the Tenancy deliver:

- a. The Property and Contents in a tidy condition and cleaned;
- b. Any working chimney swept and clean;
- c. All appliances, smoke and carbon monoxide detectors in proper working order.

### **2.2. Allow Quiet Enjoyment**

2.2.2. Permit the Tenant to quietly possess and enjoy the Property during the Tenancy without any unreasonable or unlawful interruption.

### **2.3. Maintain Property**

2.3.2. Carry out those repairs to the Property the liability for which is imposed upon the Landlord by Section 11 to 16 of the Landlord & Tenant Act 1985 (as amended). This liability obliges the Landlord to repair and keep in good order:

(1) the structure of the Property and exterior (including drains gutters and pipes); (2) certain installations for the supply of water, electricity and gas; (3) sanitary appliances (including basins, sinks, baths and sanitary conveniences); and (4) appliances for space heating and water heating; but not other fixtures fittings and appliances for making use of the supply of water and electricity.

2.3.3. This obligation arises only after written notice has been given to the Landlord by the Tenant in accordance with the terms of this Agreement;

### **2.4. Maintain Appliances**

2.4.2. Put and keep in repair and proper working order the central heating system, electrical appliances and other equipment provided by the Landlord for the use of the Tenant provided that the Tenant shall be responsible for the cost of such repair or replacement if it is necessary as a result of damage sustained through misuse or negligence by the Tenant or his/her family, any visitor or guest.

### **2.5. Burglar Alarm (if applicable)**

2.5.2. Maintain in proper working order the burglar alarm system (if any) provided to the Property save that any call out charge or costs for repair necessary as a result of misuse or negligence by the Tenant, his/her family, any visitor or guest shall be payable by the Tenant.

### **2.6. Title and Consents**

2.6.2. The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement.

## **2.7. Safety Regulations**

2.7.2. The Landlord warrants that:

- a. Where applicable all upholstered furniture, soft furnishings, beds, bed bases, mattresses (and mattress toppers), pillows, cushions and seat pads supplied to the Property comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.
- b. All gas appliances within the Property comply with the Gas Safety (Installation & Use) Regulations 1998 and that all gas appliances will be checked for safety annually in accordance with The Gas Safety (Installation and Use) Regulations 1998. A copy of the Gas Safety Check Record will be provided to the Tenant at the start of the Tenancy and within 28 days of the annual check undertaken during the Term.
- c. All mechanical and electrical equipment in the Property are in good repair and working order and that all electrical equipment supplied to the Property complies with The Electrical Equipment (Safety) Regulations 2016, as amended, and the Plugs and Sockets etc (Safety) Regulations 1994.
- d. The Property is in a habitable condition.

## **2.8. Smoke Detectors and Carbon Monoxide Detectors**

2.8.2. The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, as amended, at the start of the Tenancy.

## **2.10 Internet & Wi-Fi**

- a. The Landlord agrees to provide a communal internet to the building; this is a free service and does not constitute part of the rent.
- b. The Landlord does not guarantee the availability of the internet service, the speed at which information may be transmitted or received via the internet service; or that the internet service will be compatible with equipment or any software which you use.

### 3. NOTICES

#### 3.1. Address and Service

3.1.2. The provisions for service of notices are that if either party send any document in relation to this Agreement to the other, it shall be deemed to have been validly and sufficiently served delivered to the receiving party's address or last known address by hand; sent by first class post or by registered post or recorded delivery to Brink Riley Properties, 30 Belvoir Street, Leicester, LE1 6QH or if sent by email; to the email address provided by the Tenant at the start of the Tenancy, and which has been confirmed as being their own: or by email from the Tenant to the Agent: info@brinkriley.co.uk

- Where notice is served by first class post, the notice shall be deemed to have been served two working days after the date of posting.
- Where notice is served by hand or email before 16:30 on a working day then the notice will be deemed served that day. If it is served after 16:30 on a working day, or served on a non-working day, then it will be deemed served on the next working day.

3.1.3. Any notice or document to be served on the Tenant may be served by the Landlord or by the Landlord's Agent on behalf of the Landlord.

3.1.4. For the purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987 the address of the Landlord is as stated on page 2 of this Agreement. Where this address is in England and Wales notices on the Landlord (including notices in proceedings) may be served to this address. Where the Landlord's address is not in England and Wales, the address of the Landlord's Agent as detailed in this Agreement under Definitions may be used as an alternative address for the service of notices on the Landlord (including notices in proceedings). If either of these addresses should change during the Tenancy the Tenant will accordingly be notified in writing.

## **4. MISCELLANEOUS**

### **4.1. Stamp Duty Land Tax (if applicable)**

4.1.2. The Tenant shall be responsible for assessing his liability, if any and at any time, for Stamp Duty Land Tax relating to this Tenancy, and for submitting the appropriate forms and payment to HM Revenue & Customs. Further information may be obtained from the HM Revenue & Customs enquiry line on 0845 6030135 or from their website at [www.gov.uk/stamp-taxes](http://www.gov.uk/stamp-taxes).

### **4.2. Agent of the Tenant**

4.2.2. Any payments in respect of or on account of Rent made by or drawn on accounts other than those of the Tenant named in this Agreement will be accepted by the Landlord as payment made by or on behalf of the Tenant only and in no circumstances shall constitute the creation of a new tenancy to any other person.

### **4.3. Data Protection & Confidentiality**

4.3.2. The personal information of both the Landlord and the Tenant will be retained by the Landlord's Agent in accordance with the terms of the Landlord's Agent's privacy policy ('the Policy') which both parties will have been served with and which is also available to view on the Landlord's Agent's website. In addition to the information provided to the Landlord's Agent about the Tenant in accordance with the Policy, the Tenant agrees that the Tenant's personal information can be forwarded to the Landlord. Such information may have been provided before, during or after the Term. The Landlord thereafter may share details about the following:

- a. Details of performance of obligations under this Agreement by the Landlord and the Tenant;
- b. Known addresses/details of the Tenant and any other occupiers;
- c. Any other relevant information required by the parties listed below.

4.3.3. This personal information can be shared with the following:

- a. Utility and water companies;
- b. The local authority;
- c. Authorised contractors;
- d. Credit and reference providers;
- e. Mortgage lenders;
- f. Legal advisors;
- g. Any other essential third party.

4.3.4. This information can and will be provided without further notice only when the Landlord's Agent is authorised to do so under the Policy.

### **4.3.5. Section 45 Flood & Water Management Act 2010**

The above Act places a legal obligation on the Landlord or the Landlord's Agent to provide the water authority when requested with a forwarding address for the Tenant following the end of the Term.

### **4.4. Habitation**

4.4.2. If the Property or part of the Property is destroyed or made uninhabitable by any insured risk, and provided such damage is not as a result of any action or misuse or negligence of the Tenant, a third party, any family or visitors, whether invited or not.

- a. The Rent will cease to be payable until such time as the Property is reinstated and rendered

habitable;

- b. In the event that the extent of the damage is such that the Property is not made habitable within one month, either party may terminate the Tenancy by giving immediate written notice to the other party.

#### **4.5. Right to Rent**

4.5.2. All adults named as the Tenant or who reside at the Property as an occupier, whether named in this Agreement or not, must provide a valid passport and visa or work permit to the Landlord or the Landlord's Agent prior to taking occupation of the Property either before or during the Term. If any person fails to comply, the Landlord may take any necessary legal action to have the person evicted from the Property.

4.5.3. If any person forming the Tenant or any occupier changes or any additional occupant moves into the Property during the Term, the Tenant agrees to ensure that any new or additional persons complies with the legal requirements of the Right to Rent conditions under the Immigration Act 2014 prior to moving into the Property. This will involve meeting the Landlord or the Landlord's Agent in person to provide valid documents to be checked and copied.

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## **5. INVENTORY**

### **5.1. Preparation of the Inventory**

5.1.2.If the Landlord chooses to obtain an Inventory at the start of the tenancy then the Landlord will be responsible for providing a fully comprehensive Inventory for the Property at the beginning of the Term.

## **5.2. Signing of Inventory**

5.2.2.The Tenant will be supplied with a copy of the Inventory when they collect their keys. The Tenant will within **seven days** of receiving the Inventory respond with any written amendments or notes. If there is no response from the Tenant within seven days the Inventory will be deemed as accepted and published as live.

5.2.3.If there is any damage to the Accommodation or the Contents at the end of the tenancy the Tenant may find it difficult to prove that they was not responsible if they failed to report the problem at the start of the tenancy. If any dispute about damage is referred to the tenancy deposit scheme for adjudication, the adjudicator will be entitled to presume that the tenant who do not report a discrepancy on the Inventory did not find a discrepancy at the start of the tenancy.

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## **6. UTILITIES – FAIR & ACCEPTABLE USAGE POLICY**

You have Water & Sewerage included within the rent in your Tenancy Agreement subject to this fair and acceptable usage policy. If you exceed the limits, or interim meter readings indicate that the limits will be exceeded at the end of the tenancy, then Brink Riley Properties, as the Landlords Agent are entitled to levy a supplemental charge to obtain reimbursement for the excess usage.

There will be no cap on the usage of the internet, however fair and acceptable usage of the service does apply.

### **1. Brink Riley Properties Fair and Acceptable Usage Policy**

All of the utilities included in your Tenancy Agreement are subject to this Fair and Acceptable Usage Policy. Students must ensure that any use of the Services, or goods relating to the Services, by anyone in your household including visitors, doesn't in any way contravene the restrictions listed in this Fair and Acceptable Usage Policy.

A Fair Usage Allowance will apply to ensure that your energy and water usage is not excessive and kept within reasonable and sensible limits. Should students exceed their Fair Usage Allowance, Brink Riley Properties reserve the right to apply a supplement charge to cover the amount by which you exceeded the allowance. Information surrounding the Fair Usage Allowance can be found below.

With the Fair and Acceptable usage Policy, you will also find information surrounding your responsibilities to help keep your network secure.

Please ensure that anybody using the goods agrees with this policy and is aware of their obligations under it. This extends to the members of your household, or anybody accessing the network at the property. Brink Riley Properties reserves the right to review and update the terms of this policy at any time, we will send written notice if any changes affect an existing contract. Your continued use of our service will signify your acceptance of any adjustments to these terms.

### **2. Fair Usage Allowance**

A Fair Usage Allowance will apply to ensure that your energy usage is not excessive and kept within reasonable and sensible limits. Should Students exceed their Fair Usage Allowance, Brink Riley Properties reserves the right to apply a supplemental charge to cover the amount by which you exceeded the allowance.

The allowances are designed to be generous and if you are sensible with your energy consumption, it is unlikely you will exceed these limits.

See the Fair Usage Allowance below.

The allowance is for gas and electricity combined, and varies for properties, depending on the number of bedrooms/occupants. These allowances refer to a 52 weeks Contract.

If the Contract is for a period of less than twelve months, these figures will apply on a pro-rata basis. If the Student(s) exceed the limit set, Brink Riley Properties reserve the right to apply a supplemental charge to cover the cost of this.

### **3. Fair Usage Allowance for Water**

For metered homes in England, Wales, Scotland and Northern Ireland, the maximum usage allowed for 1 to 5 bed houses is 160 cubic meters of water and 160 cubic meters of sewerage per annum. For each additional bedroom above 5, your allowance increases by 20 cubic meters of water and 20 cubic meters of sewerage per annum.

## **7. INTERNET & WIFI**

### **7.1 Security & Other users**



- 7.1.1** You (and your co tenants) are responsible for ensuring that your usernames, passwords and login details for any internet service or equipment remain confidential so that the network cannot be used by any unauthorised person including, but not limited to, those controlling access to;
- a. any computer hardware systems or networks
  - b. any computer software or applications
  - c. any other services accessed by you in the use of either of the facility.
- 7.1.2** You shall not disclose these credentials to any third party or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which you do not have access rights.
- 7.1.3** You are responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network.
- 7.1.4** You must immediately advise us if you become aware of any violation or suspected violation of these security provisions. You are responsible for all uses made of the internet through your account (whether authorised or unauthorised) and for any breach of this policy whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission.
- 7.1.5** You agree that neither Brink Riley Properties nor the broadband provider are responsible for any of your activities in using our network. Although the internet is designed to appeal to a broad audience, it's your responsibility to determine whether any of the content accessed via the broadband service is appropriate for children or others in your household home to view or use.

## **7.2 Prohibited Activities**

- 7.2.1** Granting access to your broadband service to others not specifically authorised by
- 7.2.2** Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any
- 7.2.3** Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person. Unlawful, fraudulent, criminal or otherwise illegal.
- 7.2.4** Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by Bills Paid Ltd and/or the utility provider or any other internet user or
- 7.2.5** Anything that may disrupt or interfere with the network or services or cause a host or the network to
- 7.2.6** Launching "denial of service" attacks; "mail bombing" attacks; or "flooding" attacks against a host or
- 7.2.7** Circumventing the user authentication or security process of a host or
- 7.2.8** Creating, transmitting, storing or publishing any virus, Trojan, corrupting program or corrupted
- 7.2.9** Monitoring or recording the actions of any person entitled to be in your home without their knowledge or any person or thing outside of your home or premises including, without limitation, any public highway or roadway or another person's home or business
- 7.2.10** Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other.
- 7.2.11** Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed

## **7.3 Extent of Service**

- 7.3.1** We do not recommend in particular the use of any websites (or other internet related services) ("internet services") and your use of Internet Services is carried out entirely at your own
- 7.3.2** We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.
- 7.3.3** We have no responsibility for, or control over, the information you transmit or receive via the
- 7.3.4** Save for the purpose of the network diagnostics we do examine the use to which you put the Service but do not examine the nature of the information you send of

#### **7.4 We do not guarantee**

- 7.4.1** Whilst we take appropriate action to ensure the availability of the Service we do not guarantee the availability of the Service;
- 7.4.2** The speed at which information may be transmitted or received via the Service; or
- 7.4.3** That the Service will be compatible with equipment or any software which you use
- 7.4.4** Whilst we take responsible steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service, we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilizing the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and
- 7.4.5** We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the Service.

#### **7.5 Your Use of the Service**

You must not use the Service to access Internet Services, or send or receive e-mails, which;

- 7.5.1** Are defamatory, threatening, intimidatory or which could be classed as harassment;
- 7.5.2** Contain obscene, profane or abusive language or material;
- 7.5.3** Contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
- 7.5.4** Contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
- 7.5.5** Contain material which infringe third party's rights (including intellectual property rights);
- 7.5.6** In our reasonable opinion may adversely affect the manner in which we carry out our business; or
- 7.5.7** Are otherwise unlawful or inappropriate;
- 7.5.8** Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorized its use by
- 7.5.9** We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to the clauses
- 7.5.10** We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own
- 7.5.11** The Service is intended for consumer use In the event that you use the Service for commercial purposes we should specifically refer you to clause 5.8 below.

#### **7.6 Criminal Activity**

- 7.6.1** 1. You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.
- 7.6.2** You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other law enforcement agencies
- 7.6.3** You agree and acknowledge that we may keep a log of the internet Protocol ('IP') address of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP
- 7.6.4** You further agree we are entitled to cooperate with law enforcement authorized and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

#### **7.7 Compensation and Disruption of Service**

- 7.7.1** This service is provided as a free service to the building and does not constitute part of the rent.
- 7.7.2** The Landlord agrees to maintain the service but is unable to guarantee the service should there be a functional or supply issue.
- 7.7.3** The Tenant is not entitled to compensation for the loss of this service.

## **8 AST**

**This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in Section 21 of that Act.**

## **8.1 Provision for Re-Entry**

8.1.1 If at any time:

- a. The Rent, or any part of it, remains unpaid for 14 days after falling due, whether formally demanded or not; or
- b. If any agreement or obligation of the Tenant is not complied with; or
- c. If any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) be made out,

8.1.2 The Landlord may give written notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that Notice, the Landlord may gain possession of the Property by complying with his/her statutory obligations; obtaining a court order; and re-entering the Property with a court approved bailiff. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

## **8.2 HMO**

- 8.2.1 The Property may, subject to the amount of people living in the Property and further subject to the decisions of the local authority, require licencing under the Housing Act 2004. Any licence details relevant to this property will be provided to the Tenants by the Landlord or Landlord's Agent at the onset of the Tenancy.
- 8.2.2 If the Property requires a licence, the Landlord shall apply for said licence in a timely manner so as to comply with the local authority's scheme, and will further ensure compliance with the licence conditions during the Tenancy.
- 8.2.3 The Tenant shall assist in the Landlord's compliance with the licence by not breaching the terms of the licence and also reporting issues in the Property that might affect or be affected by the licence in a timely manner. This clause is in addition to the Tenant's obligation to report issues with the Property as set out in clause 1.36

## 9 DEALING WITH THE DEPOSIT

9.1 The Deposit will be paid to the Agent who is a member of the Deposit Protection Service ("DPS") who will register the Deposit and forward it to the DPS within thirty days of the commencement of the Tenancy or receipt of the Deposit whichever is earlier and give to the Tenant as copy of the Prescribed information and the Terms and Conditions of DPS which must be signed by both parties. The Tenant should contact the DPS after the thirty days to check the Deposit has been lodged and registered with DPS. The terms and conditions and Alternative Dispute Resolution Rules governing the protection of the Deposit including the repayment process can be found on the website of the DPS. The website address is [www.depositprotection.com](http://www.depositprotection.com).

9.2 The Tenant agrees that is more than one person form the Tenant that the name of one person who will be known as the lead Tenant ("Lead Tenant") who will be responsible for negotiating any deductions with the Landlord or the Agent and communicating with DPS will be provided to the Landlord or the Agent within fourteen days of the Tenancy starting or the Deposit being taken whichever is earlier. The Lead Tenant will be the only person who can contact the DPS and handle any disputes on behalf of the Tenant. By signing this Tenancy Agreement all persons forming the Tenancy agree to abide by the decision of the Lead Tenant.

9.3 The Landlord's Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.

9.4 At the end of the Term the Landlord's Agent shall return the Deposit (subject to any deductions made under the Agreement) within 30 days of the end of the Tenancy except in the case of dispute. If there is more than one Tenant, the Landlord may return the Deposit by cheque to any one Tenant, at his sole discretion, at his/her last known address. That person forming part of the Tenant will hold the Deposit in trust for all others forming the Tenant.

9.5 If the amount of monies that the Landlord is entitled to deduct from the Deposit under the Agreement exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.

9.6 The Landlord may deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:

- a. any damage to the Property and/or the Contents caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
- b. any damage caused or cleaning required as a result of any pets occupying the Property (whether or not the Landlord consented to its presence as set out in this Agreement);
- c. any sum repayable by the Landlord or the Landlord's Agent to the local authority where housing benefit or Local housing Allowance has been paid direct to the Landlord or the Landlord's Agent by the local authority;
- d. any other breach by the Tenant of the terms of this Agreement;
- e. any instalment of the Rent which is due but remains unpaid at the end of the Term;
- f. any unpaid account or charge for water including sewerage and environmental charges, electricity gas or other fuels used by the Tenant in the Property;
- g. any unpaid council tax;
- h. any unpaid telephone charges.

- 9.7 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord's Agent holds the Deposit or any part of it.
- 9.8 If the Landlord sells or transfers his interest in the Property the Tenant shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser or transferee. The Landlord shall then be released from any further claim or liability in respect of the Deposit or any part of it.

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## 10 . SPECIAL TENANCY CONDITIONS

The following clauses detail the further terms which have been individually negotiated and agreed between the Landlord and the Tenant.

### Additional clause(s):

The Landlord has agreed that the Tenant shall pay to the Landlord for the period of **8 weeks** from **1st July 2024 to 26th August 2024** a discounted Rent of 50% of the weekly Rent for non-occupation of the Room and for a period of **44 weeks** from **27th August 2024 to 30th June 2025** the full weekly Rent amount, whether the Room is occupied or not.

DRAFT

# 11 SIGNATURES

Signed by Landlord:

LS

LDS

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Signed by the Tenant(s):

TS

TDS

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# DPS CUSTODIAL

## Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the Agent is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (a Relevant Person) within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

To:

a. The scheme administrator of the Deposit Protection Service is:

The Pavilions

Bridgewater Road

Bristol

BS99 6AA

Phone 0330 303 0030

Email [contactus@depositprotection.com](mailto:contactus@depositprotection.com)

2. A leaflet entitled [What you should know about Deposit Protection](#), which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, can be found on the DPS website or [click here](#).
3. The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: [See terms and conditions here](#).
4. The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*
5. The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.depositprotection.com](http://www.depositprotection.com)
6. The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.depositprotection.com](http://www.depositprotection.com)

### a. THE DEPOSIT

The amount of the deposit paid is £

**ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES**

### DETAILS OF THE LANDLORD'S AGENT

Brink Riley Properties Limited

Address: 30 Belvoir Street, Leicester, LE1 6QH

Phone: 0116 208 1100

Email: [info@brinkriley.co.uk](mailto:info@brinkriley.co.uk)

### b. DETAILS OF THE LANDLORD(S)

Name:

Address: 30 Belvoir Street, Leicester, LE1 6QH

### c. DETAILS OF THE TENANT(S)

Name:



Address:  
Phone:  
Email:  
Post Tenancy Address:  
Post Tenancy Phone:  
Post Tenancy Email:

**d. RELEVANT PERSON'S CONTACT DETAILS**

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information.

**e. CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD**

The circumstances when all or part of the deposit may be retained by the Landlord(s) by reference to the terms of the tenancy are set out in section 7 of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by DPS or by the court.

**CONFIRMATION**

The Agent certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

**Signed by Landlord:**

LDS

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The Tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

**Signed by the Tenant(s):**

TS

TDS

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Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

## Supporting Documents Checklist

I confirm I have received the following documents:

- Tenancy Agreement
- [Department for Communities and Local Government How to Rent guide](#)
- [How to rent - The checklist for renting in England - Easy Read version](#)
- [How to Rent a Safe Home - A guide for current and prospective tenants in England](#)
- Payment Schedule in respect of amounts due from me
- DPS Prescribed Information
- [DPS Terms & Conditions](#)
- Copy of the Energy Performance Certificate for the property.
- Copy of the Electrical Mains Testing for the property
- Copy of Gas Safety Certificate (if applicable)

These documents are attached to the emails that I have received from Brink Riley Properties and DocuSign in conjunction with this tenancy application.

**Signed by the Tenant(s):**

TS

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**Dated:** \_\_\_\_\_ TDS