

# AGREEMENT

for letting furnished dwellinghouse on an assured shorthold tenancy under Part 1 of the Housing Act 1988

DATE 1 November 2021

PARTIES 1. *The Landlord:* **THE HOUSE ACADEMY**  
2. *The Tenant:* **Name1, Name2, Name3,  
Name4, Name5, Name6**

PROPERTY *The dwellinghouse situated at and being xx Welbeck Lane, Southampton SO17 1PZ together with the fixtures, furniture and effects therein and more particularly specified in the Inventory thereof to be signed by the parties*

TERM *A term certain from 26 June 2022 to 25 June 2023*

RENT *Twelve equal payments of £2520 (two thousand five hundred and twenty pounds) for the period of the term certain as stated above. First payment of £2520 to be made by 1 June 2022 then eleven equal payments of £2520 to be collected by Direct Debit from one or more United Kingdom bank accounts with the following due dates: 1 July 2022; 1 August 2022; 1 September 2022; 1 October 2022; 1 November 2022; 1 December 2022; 1 January 2023; 1 February 2023; 1 March 2023; 1 April 2023; 1 May 2023*

DEPOSIT *£nil There is no deposit for this tenancy*

FEES *£nil There are no fees payable by the Tenant on signing the Agreement*

1. The Landlord lets and the Tenant takes the property for the Term at the Rent payable as above
2. This Agreement is intended to create an assured shorthold tenancy as defined in section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) and consistent with the Housing Act 2004 the provisions for the recovery of possession by the Landlord in section 21 of the Housing Act 1988 (as amended by the Housing Act 1996) apply accordingly
3. Where the context admits:-
  - a) 'The Landlord' includes the persons for the time being entitled in reversion expectant on the tenancy
  - b) 'The Tenant' includes the persons deriving title under the Tenant
  - c) References to the Property include references to any part or parts of the Property and to the Fixtures, Furniture and Effects or any of them
4. The Tenant will:-
  - a) Agree that prior to signing this Agreement the Tenant has received by email (i) the current copy of the Government's 'How to Rent' Guide (ii) a current Gas Safety Certificate for the Property (iii) a current Electrical Condition Report for the Property (iv) a current Energy Performance Certificate (EPC) for the Property
  - b) Pay the Rent at the times and in the manner specified
  - c) Within fourteen days of this Agreement provide the Landlord or Agent with a signed Direct Debit mandate from a United Kingdom bank account from which the Landlord or Agent can collect the Rent as specified above on or shortly after the due date
  - d) Not cancel the said Direct Debit mandate until all Rent due under this Agreement has been collected by the Landlord or Agent
  - e) Return to the Landlord or Agent signed Parental Guarantee Forms within fourteen days of the date of this Agreement.
  - f) Agree that should the Parental Guarantee Forms specified in 4(e) not be returned then the Landlord may write to the Tenant before the commencement of the Term and declare this Agreement to be void
  - g) Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining premises or which may invalidate any insurance of the Property against fire or otherwise, or increase the ordinary premium for such insurance
  - h) Not conduct on the Property any profession, trade or business or let apartments or receive paying guests on the Property or place any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence
  - i) Be responsible for insurance premiums relating to the insurance of the Tenant's own possessions for which the Tenant is responsible
  - j) Not damage or injure the Property or make any alteration in or addition to it
  - k) Preserve the Fixtures, Furniture and Effects from being destroyed or damaged and not remove any of them from the internal habitable areas of the Property. Permission shall be required for any form of wall fixings
  - l) Pay for the repair of or replace all such items of the Fixtures, Furniture and Effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and damage by fire excepted)
  - m) Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the period of occupation
  - n) Not sub-let or part with possession of the Property without the previous written consent of the Landlord
  - o) Not allow any other person to have possession of the keys of the Property except with the previous written consent of the Landlord. If any of the keys to the Property which are in the possession of the Tenant are lost the Landlord will replace the lock(s) concerned and all associated keys with those of an equivalent standard of security at the Tenant's expense
  - p) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter the Property to view the state and condition thereof, after giving notice to the Tenant on the previous day or earlier
  - q) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime within the last eight months of the tenancy to enter and view the Property with prospective tenants, after the Landlord has given notice to the Tenant on the previous day or earlier
  - r) Maintain the property in a clean and tidy condition and keep the front and rear gardens free from rubbish during the tenancy particularly when prospective tenants are viewing the Property
  - s) Yield up the Property at the end of the tenancy in the same clean state and condition as it was at the beginning of the tenancy
  - t) Agree that should 4(s) be contravened by the Tenant then the Landlord or Agent may employ professional cleaners to clean the Property at the Tenant's expense
  - u) Agree that the covenants obligations of the Tenant, where more than one, shall be joint and several
5. The Tenant will also:-
  - a) Pay for all gas and electricity which shall be consumed or supplied on or to the Property during the tenancy and the amount of the standing charges to be assessed according to the duration of the tenancy

- b) Pay the water/sewerage charges levied by Southern Water or any successor organisation regarding water which shall be consumed or supplied on or to the Property during the tenancy and the amount of the standing charges to be assessed according to the duration of the tenancy
  - c) Arrange for their own internet and broadband services to be supplied to the Property (if required) and pay for any such services which shall be consumed or supplied on or to the Property during the tenancy
  - d) Arrange for their own telephone and television services to be supplied to the Property (if required) and pay for any such services which shall be consumed or supplied on or to the Property during the tenancy including paying for a television licence (if required)
  - e) If required by Southampton City Council the Tenant will either provide proof of full time student status exemption from Council Tax for all occupants or otherwise pay the amount of Council Tax charged to the Property during the tenancy
  - f) Ensure that the thermostat for the heating system be left on or above 10 Celsius during all periods of absence of more than 24 hours during the period 1 October to 30 April. Any failure to do so which results in pipes bursting will be the Tenant's full responsibility
  - g) Adequately heat the Property using the central heating system provided in order to prevent condensation problems
  - h) Not allow the use of any portable heating device on the Property except with the prior written consent of the Landlord
  - i) Ventilate the Property by using the extractor fans provided, leaving window trickle vents open and opening windows regularly
  - j) Where possible dry wet clothes in a tumble dryer (if provided) or on an external washing line to minimise condensation in the Property
  - k) Not access or attempt to gain access to any external roof area of the Property
  - l) Agree that in the event of any contravention of 5(k) by the Tenant to pay to the Landlord a sum likely to be not less than eight hundred pounds towards the costs of inspection by a professionally qualified person of any potential damage to the roof areas of the Property
  - m) Having been provided with all mattresses at the Property in a clean and completely unstained condition at the commencement of the tenancy, pay an amount not exceeding one hundred pounds for each and every mattress found to be dirty or in any way stained at the end of the tenancy, the Tenant is therefore advised to use waterproof mattress protectors on all mattresses during the tenancy
  - n) Not use blu-tac or similar sticky substances in the Property (a maximum of twenty drawing pins per room may be used to fix posters or other items to the walls but not into the woodwork)
  - o) Not keep animals on the Property
  - p) Not use candles, joss sticks or any naked flame on the Property except for matches used for lighting a gas hob (if any)
  - q) Not allow the smoking of tobacco, tobacco products or other prohibited drugs on the Property
  - r) Agree that should 5(q) be contravened the Tenant will pay to the Landlord a sum likely to be not less than eight hundred pounds towards the costs of any damage to the Property, Fixtures or Fittings caused by that contravention and also reimburse the Landlord for any fines the Landlord is required to pay by the Local Authority in respect of the contravention of any non-smoking law applicable to the Property at the time
  - s) Ensure that no more than ten visitors are allowed on to the Property at any one time
  - t) Ensure that non-perishable items such as sanitary towels are disposed of via the refuse collection. Any blocked drains caused by the disposal of non-perishable items will be the Tenant's responsibility and the Tenant will be charged directly by a recognised plumbing/drainage company
6. Provided that if the Rent or any instalment or part thereof shall be in arrears for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there be a breach of any of the agreements by the Tenant, the Landlord may re-enter on the Property (subject always to any statutory restrictions on his power to do so) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord
7. The Landlord agrees with the Tenant as follows:-
- a) To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (but not including the Council Tax and not including charges for the supply of gas or electricity or water/sewerage and not including charges for the use of internet/broadband services or telephone services or television services or television licence)
  - b) That the Tenant paying the Rent and performing the Agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord
  - c) To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire or other insured risk the amount in case of dispute to be settled by arbitration
8. This agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985

#### **The Landlord**

THE HOUSE ACADEMY of 50A Blenheim Avenue, Southampton SO17 1DU Tel: 07800 660953

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#### **The Tenant**

Name1

Name2

Name3

Name4

Name5

Name6