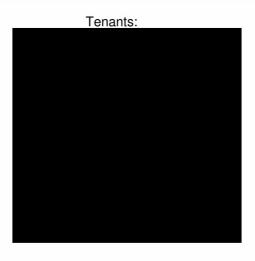


# **Assured Shorthold Tenancy Agreement**

## **FOR**

# 7, Mayo Road, Brighton, BN2 3RJ



# **PARTIES**

THIS AGREEMENT is dated 21/05/2019

PARTIES



### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Agent: person or company responsible for letting and managing the property.

Commencement Date: 11/09/2019

Contents: the furniture, furnishings and any other items set out in the Inventory and Schedule of

Condition.

Deposit: £3690

First Rent Payment Date: 11/09/2019

HA 1988: Housing Act 1988.

HA 2004: Housing Act 2004.

Head Lease: Means a Lease (if any) under which the Landlord himself holds, or owns the property and which contains the obligations of which the Landlord, or his Tenants in turn, may be bound.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

LTA 1985: Landlord and Tenant Act 1985.

Property: 7, Mayo Road, Brighton, BN2 3RJ, UNITED KINGDOM

Rent: £3,640.00 per calendar month, includes gas, electricity, water consumption and personal contents insurance.

Rent Schedule: The due date and frequency of rent payable by The Tenant to The Agent

Scheme Administrator: administrator of either a custodial or insurance TDS.

Suitable Tenant: a 'like for like' tenant of similar age, occupation and able to fulfil the obligations under this agreement.

TDS: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Tenancy: the tenancy created under this agreement and any statutory periodic tenancy arising

under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Term: a fixed term from 11/09/2019 and including 29/08/2020

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

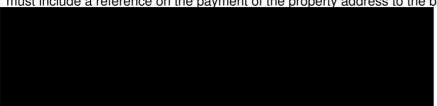
- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or reenacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an agreement is a reference to this agreement.
- 1.9 A reference to writing or written includes fax and e-mail.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord or the Agent on behalf of the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to clauses are to the clauses of this agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.15 The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.
- 2. GRANT OF THE TENANCY
- 2.1 The Landlord lets the Property to the Tenant for the Term.
- 2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

### 3. CONTENTS

- 3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.
- 3.2 The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDS in which the Deposit is held.

#### 4. RENT

4.1 The Tenant shall pay the Rent by cleared funds as detailed in the Rent Schedule. The Tenant must include a reference on the payment of the property address to the bank details below:



- 4.2 The payment of Rent includes gas, electricity and water consumption. Additional Considerations details the usage allowance.
- 4.3 The Tenant shall pay interest at the rate of 4% per annum above Barclays base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.
- 4.4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.
- 4.6 The Tenant shall pay the Landlord's or his Agent's reasonable costs in respects of any failure by the Tenant to fulfil his undertakings contained in this agreement, including bank charges incurred by the Landlord or his Agent in relation to cheques, standing orders or direct debits for the payment of Rent not being honoured. The Tenant shall pay to the Landlord or his Agent the reasonable charges of reviewing or extending this fixed term agreement if subsequently agreed. The Tenant should refer to Schedule 1 of the agreement which sets out the Agent's fees.

### 5. DEPOSIT

- 5.1 The Agent will hold the deposit as a Stakeholder.
- 5.2 At the end of the Tenancy, the Landlord/ Agent shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary in respect of:
- (a) make good any damage to the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Property or Contents;
- (b) replace any of the Contents which may be missing from the Property;
- (c) pay any Rent which remains unpaid;
- (d) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations

under clause 3.1 or clause 9.1;

- (e) pay any unpaid council tax;
- (f) pay any fees applicable to The Tenant detailed under Schedule 1
- (g) pay the Landlord's legal costs in accordance with clause 12.3.
- 5.3 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, or the Agent, holds the Deposit or any part of it.
- 5.4 The Tenant shall pay the monthly Rent in full without any set-off or deduction, including but not limited to any deduction or set-off for disrepair.

#### 6. TDS ARRANGEMENTS

- 6.1 The Deposit is protected by Tenancy Deposit Solutions Limited trading as Mydeposits, which is administered by HFIS plc, T/A Hamilton Fraser Insurance (The Scheme Administrator): Mydeposits, Premiere House, 1st Floor, Elstree Way, Borehamwood, WD6 1JH, Telephone 0333 321 9401, Fax 0845 634 3403, info@mydeposits.co.uk
- 6.2 The Agent will provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI2007797).
- 6.3 The Agent agrees that the Deposit shall be held in accordance with the rules of the TDS.
- 6.4 The Agent shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5.

#### 7. USE OF PROPERTY

- 7.1 The Tenant shall:
- (a) only use the Property as a private dwelling house for the use of the Tenant;
- (b) immediately notify the Landlord if the immigration status of any of the individuals named as the Tenant changes from that at the outset of this agreement; and
- (c) not permit anyone, including children, other than the Tenant to occupy the Property without the prior written consent of the Landlord.. The maximum number of occupants permitted for the Property is 6
- 7.2 The Tenant shall not use the Property for the purposes of conducting a business.
- 7.3 The Tenant shall immediately notify the Agent of any disrepair to the property howsoever caused. If the Tenant fails to notify the Landlord of disrepair and the disrepair causes damage to the Property, the Tenant shall be liable for the costs incurred in remedying that damage.
- 7.4 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord.
- 7.5 The Tenant agrees not to smoke in the property and not to permit friends or visitors to smoke.
- 7.6 The Tenant shall not keep any dangerous or inflammable goods, materials or substances in or on the Property apart from those required for general household use.
- 7.7 The Tenant shall not hang posters, pictures or other items in the Property using blu-tac, sellotape, nails, adhesives or their equivalent without consent.
- 7.8 The Tenant shall take care not to put, or allow to be put, any damaging oil, grease or other corrosive or harmful substances into the washing or sanitary appliances or drains within the Property.

- 7.9 The Tenant shall not place any name, writing, drawing, signboard, plate or placard of any kind in or on any window of the exterior of the Property or hang or affix any such item on or to the exterior of the Property so as to be visible from outside the same.
- 7.10 The Tenant shall not hang or expose clothing or other articles outside the flat except in prescribed drying areas.
- 7.11 The Tenant shall not place or allow to remain any perambulators, push chairs, bicycles or motor bicycles nor any other things whatsoever on any of the parts of the building used by the Tenant in common with others.
- 7.12 The Tenant shall take no action which may or does prevent the operation of any self-closing fire doors.
- 7.13 The Tenant shall not do anything to or on the Property that:
- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
- (b) involves using the Property for immoral or illegal purposes; or
- (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.2.
- 7.14 The Tenant shall ensure that noise of any sort is not audible outside the Property, particularly between the hours of 10pm and 7am.
- 7.15 The Tenant shall not access any loft spaces unless express written consent is provided by the Landlord or Agent.
- 7.16 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord or Agent.
- 7.17 The Tenant shall not leave the Property vacant for more than 28 days without first notifying the Landlord or Agent in writing and if the Property is left vacant for whatever period to protect the Property from frozen or burst pipes or other damage and it is expressly agreed that the Tenant is liable for the cost of remedying any damage arising out of failure to do so.
- 7.18 The Tenant shall not leave cars visiting the Property or in the ownership of the Tenant in a position that may obstruct the free movement of other road users.
- 7.19 The Tenant shall not change the telephone number of the Property without the consent of the Landlord or Agent.

### 8. ASSIGNMENT OR SUBLETTING

- 8.1 The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord.
- 8.2 The Tenant has agreed to occupy the Property for the Term. Where the Tenant is more than one person and any individual tenant wishes to vacate the Property during the Term, that individual tenant ('the Exiting Tenant') must obtain prior written consent from the Landlord or the Agent. The Exiting Tenant must find a Suitable Tenant replacement who will need to be approved by the Landlord or Agent. Before the Exiting Tenant can be released from their obligations under this agreement:-
- (a) The Exiting Tenant must pay an administration fee in the sum of £450 as set out at Schedule 1 of this Agreement;
- (b) The Suitable Tenant must pay the Agent's administration costs as set out in Schedule 1 of this

### agreement;

- (c) The remaining Tenant(s) occupying the Property must confirm in writing that there are no outstanding monies payable, and that there are no further deposit deductions to be applied to the Exiting Tenant;
- (d) The Tenant must enter into a Deed of Surrender with the Landlord; and
- (e) The Suitable Tenant and the remaining Tenant(s) occupying the Property must enter into a new Assured Shorthold Tenancy Agreement with the Landlord.

### 9. REPAIRS, ALTERATIONS AND MAINTENANCE

- 9.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).
- 9.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.
- 9.3 The Tenant shall keep the inside and outside of all windows of the Property clean.
- 9.4 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.
- 9.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. In the event that this clause is breached the Tenant will be liable for any remedial works. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 11.5.
- 9.6 The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord.
- 9.7 The Tenant shall keep all smoke alarms in good working order provided they were working at the start of the Tenancy, check the smoke alarms at regular intervals and replace the batteries where necessary.
- 9.8 The Tenant shall replace all electric light bulbs and fuses.
- 9.9 The Tenant shall take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.
- 9.10 The Tenant shall remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy.
- 9.11 The Tenant shall place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- 9.12 The Tenant shall dispose of all refuse through the services provided by the local authority.
- 9.13 The Tenant shall report without delay all defects and want of repair for which the Tenant is not responsible to The Agent in writing.
- 9.14 The Tenant shall keep the Property free from all pests or vermin and inform the Landlord immediately of any infestation or damage so caused.
- (a) The Tenant shall be responsible for the costs of extermination or removal in the event of infestation except as concerns woodworm.
- 9.15 The Tenant shall not erect on the Property (which for the avoidance of doubt includes the garden) any wireless television aerial, satellite dishes or other receiving apparatus for electronic communications of any kind without prior written consent of the Landlord.
- 9.16 The Tenant shall not change the locks without the Landlord's prior written consent.

9.17 The Tenant shall pay for the cost of replacing any missing keys at the end of the Tenancy.

### 10. UTILITIES AND OUTGOINGS

- 10.1 The Tenant shall pay all charges for telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property and notify these suppliers that this Tenancy has started.
- 10.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 10.3 The Tenant shall apply to the accounts for the provision of those services to be put into the name(s) of the Tenant.
- 10.4 The Tenant shall not 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.
- 10.5 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 10.6 The Tenant shall pay for a television licence for the Property if a licence is required.
- 10.7 The Tenant shall pay the Council Tax for the Property.
- 10.8 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 10.9 The Tenant shall arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property.
- 10.10 The Tenant shall permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the utility service suppliers and the local authority.

### 11. LANDLORD'S COVENANTS

- 11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 11.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer.
- 11.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 11.4 The Landlord and his Agent shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 11.5 In accordance with section 11 of the LTA 1985, the Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
- (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
- (c) keep in repair and proper working order the installations in the Property for space heating and heating water.

- 11.6 The Landlord shall not be required to:
- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
- (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property
- 11.7 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord). The Landlord will not provide any guidance or induction on use of appliances provided and the Tenant must familiarise themselves with the appliances and their use. The Landlord will not accept responsibility for injury as a result of misuse of appliances or equipment in the Property.
- 11.8 The Agent will supply the Tenant with contents insurance which is provided by Endsleigh insurance and covers against fire theft and flood. Tenants will be provided with a full copy of the policy certificate. The Tenants must contact Endsleigh's directly to make a claim against their policy.

### 12. DEFAULT BY THE TENANT

- 12.1 The Landlord reserves the right to re-enter the Property if:
- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not:
- (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
- (c) the Tenant has breached the agreement; or
- (d) any of the Grounds 2, 7, 7A, 7B, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply. This clause 12.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.
- 12.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.
- 12.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord, including but not limited to legal costs in remedying such breaches or in connection with the enforcement of those obligations.

### 13. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

- 13.1 The Landlord reserves the right for the Landlord/Agent, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:
- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this agreement;
- (c) to carry out repairs or alterations to the next door premises;
- (d) to take gas, electricity or water meter readings;
- (e) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (f) to show prospective tenants or purchasers around the Property.
- 13.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).
- 13.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property.

## 14. HEAD LEASE

14.1 The Tenant shall comply with all the obligations of the Head Lease provided a copy of the obligations is attached to this Agreement.

### 15. RENEWAL OF THE TENANCY

15.1 The Tenant shall notify the Agent if they wish to renew by the 14th January 2020. The Agent will then liaise with the Landlord to agree terms of renewal with all parties. Deposit and Rent increases may be applicable with renewals. The Agent will market the property as available to let if we have not had written confirmation from the Tenant of their intentions.

### 16. EXPIRY OF THE TENANCY

- 16.1 The Landlord has the right to recover possession of the Property if:
- (a) the Term has expired;
- (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
- (c) at least six months have passed since the date of this agreement.
- 16.2 At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.
- 16.3 At the end of this Tenancy the Tenant must vacate the Property and surrender the keys to the Agent by 7am on the last day of the Tenancy. The Tenant will incur a charge for any keys which are not returned on time and where the Landlord or Agent deem it necessary for the locks to the Property to be replaced at the Tenant's cost. These charges are set out in Schedule 1 to this agreement.
- 16.4 The Tenant shall 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 Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.
- 16.5 The Tenant is responsible for any third party missed appointment fees. These are set out within Schedule 1 of the Agreement.
- 16.6 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.

### 17. NOTICES

- 17.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Landlord's address given in clause 17.5;
- (b) left at the Landlord's address given in clause 17.5; or
- (c) sent to the Landlord's fax number or e-mail address stated in the Parties clause.
- 17.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Property;
- (b) left at the Property; or
- (c) sent to the Tenant's e-mail address stated in the Parties clause.
- 17.3 Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Guarantor's address stated in the Parties clause;
- (b) left at the Guarantor's address stated in the Parties clause; or
- (c) sent to the Guarantor's e-mail address stated in the Parties clause.

- 17.4 If a notice is given in accordance with clause 17.1 or clause 17.2 or clause 17.3, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by first-class post, on the second Working Day after posting;
- (c) if sent by fax, at 9.00 am on the next Working Day after transmission; or
- (d) if sent by e-mail, at 9.00 am on the next Working Day after sending.
- 17.5 The Landlord's address for service is 159-161 Lewes Road, Brighton, East Sussex, BN2 3LF.

### 18. DATA PROTECTION

18.1 It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for marketing purposes during the Tenancy; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, or any other interested third party.

### 19. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date state at the beginning of it.

### **SCHEDULE 1**

### SCHEDULE OF FEES

Below is a schedule of the Agent's fees and charges related to the tenancy –all fees are inclusive of VAT and will be charged per individual tenant

### Agency Fee - £200

This fee covers referencing –identity, immigration and visa confirmation, financial credit checks, obtaining references from current or previous employers/landlords and processing guarantor documents, any other relevant information to assess affordability, as well as contract negotiation (amending and agreeing terms), arranging the tenancy and agreement.

Renewal Fee - £60

# Referencing Fees - £18

If the tenant requires the agent to provide a rental reference for their suitability as a future tenant, the agent will charge a fee to cover the cost of processing this reference.

Check out fee - £30

This fee covers attendance at the Property by a third party company and to process the deposit return.

### Pet Deposit - £350 per pet

If any individual tenant requests a pet reside in the Property and this is approved by Landlord, an additional pet deposit is payable to cover the additional risk of property damage or cleaning required at the end of the tenancy. Part of the deposit (£150 inc VAT) will cover the cost of a professional inspection to check for damage and any fleas or other pests which may be present. This will be protected with your security deposit with the TDS specified at clause 6.1 of the Agreement.

Late Rent Charge (over 3 days) - £24 per property per month

Late Rent Charge (over 14 days) -£36 per property per month

Incorrect Rent Payments - £12 per payment, or 1.1% if over £1,000

This will include payment by incorrect methods and amounts

Letter chasing late rent -addressed to either tenant or guarantor - £30 per letter

Letter sent by solicitor chasing rent arrears - £48 per letter

Fee for returning overpaid rent - £15

Fee for non-payment of a tenant invoice within 7 days - £18

Fee for bedroom door lock to be fitted - £114

Fee for replacement key or failure to return key at checkout - £18

Fee for releasing tenant from fixed term of tenancy agreement early upon suitable replacement tenant being sourced - £450

Fee for advertising room where tenant wishes to be released from fixed term of tenancy agreement early - £150

Fee for failing to have property ready for pre-arrange check out time of 7am on the end date of the tenancy - £60

Fee where Agent is required to re-arrange visit to Property for a pre-arranged inspection - £30

In the event that the Agent is required to take steps to recover monies due to them from the Tenant, the Tenant shall pay any reasonable costs properly incurred by the Landlord, including but not limited to legal costs in recovering the monies due.

#### **SCHEDULE 2**

## OTHER DOCUMENTS FORMING PART OF THIS AGREEMENT

- (a) Guarantor letter
- (b) Gas safety certificate
- (c) Energy performance certificate
- (d) How to rent booklet
- (e) Deposit protection certificate
- (f) Inventory & schedule of condition

This document will be emailed to the Tenant attending the check in by a third party inventory company on the tenancy start date

## 1 Additional Considerations

As detailed in clause 4.2 the payment of rent £3640.00pcm is inclusive of additional services and the breakdown of this is:

£3198.00 pcm rent payable to the Landlord

£442.00 pcm for the provision and management of the utility bills for electricity, gas, water and Student contents insurance.

For the fixed term these utilities will be in the name and responsibility of Coapt Ltd. In the unlikely event that we establish that there is negligent or commercial use of utilities by the Tenant we reserve the right to increase the amount payable.

Signatures	
TENANTS	



