



Assured Shorthold Tenancy Agreement

FOR

7, Mayo Road, Brighton, BN2 3RJ

Tenants:



Particulars

Important Notice

This document contains the Terms of the Tenancy of 7, Mayo Road, Brighton, BN2 3RJ.

It sets out the promises made by the Landlord and the Tenant to each other.

Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms with which either party does not agree or that it does contain everything both parties want to form part of the Agreement.

Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If either party is in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

The Landlord or the Agent must download the Certificate which includes the Prescribed Information from mydeposits website and give a signed copy to the Tenant. Both parties must sign the Certificate. The Landlord should also provide the Tenant with the Governments "How to Rent" Guide, the EPC and the Gas Safety Certificate (if applicable).

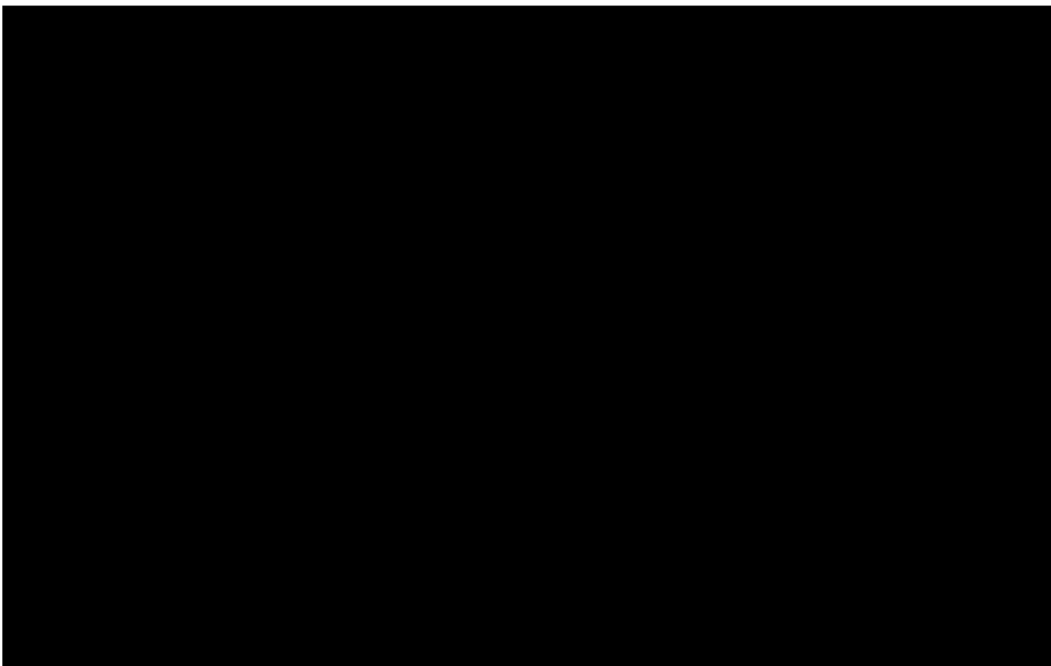
THIS AGREEMENT IS MADE on the:

27/03/2018

THIS AGREEMENT IS MADE BETWEEN



AND





Hereby referred to in this agreement as "The Tenant(s)"

AND IS MADE IN RELATION TO PREMISES AT:

7, Mayo Road, Brighton, BN2 3RJ

Hereby referred to in this agreement as "The Property"

1 The Main Terms of the Tenancy

1.1 The Term

The Landlord lets to the Tenant the Premises for a fixed period of 365 days. The Tenancy shall start on and include the 04/09/2018 and shall end on and include the 03/09/2019.

1.2 The Rent

The Tenant shall pay to the Landlord or the Agent £3,588.00 per month, ("the Rent") payable in advance. The first payment shall be made on the 28/08/2018. Thereafter, payments shall be made on the same day of each month

1.3 The Deposit

The Tenant shall pay to the Agent, £3900 as a Deposit which shall be held by the Agent as Stakeholder. The Agent is a Member of Tenancy Deposit Solutions Limited trading as Mydeposits. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

1.4 Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

1.5 Type of Tenancy

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.

1.6 **The Agent**



As appointed to act for and on behalf of the Landlord.
Hereby referred to in this agreement as "The Agent"

All notices may be served at this address. The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord at this address

1.7 **Management**

The Agent fully manage this property and all correspondence or maintenance issues should be directed to them.

The Maximum number of Tenants allowed to occupy The Property is 6

Obligations of the Tenant

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms found in this Agreement. If any of these terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Premises because of the breach.

General

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.

Where there is more than one Tenant, they will be referred to collectively as the "Tenant" throughout this Agreement and all their obligations can be enforced against all of The Tenants jointly and against each individually. The Tenants confirm that information relating to this tenancy may be shared between relevant parties.

Right to Rent

To agree that all persons named as the Tenant or who resides at the Property as an occupier at the start or during the Tenancy whether named in the Tenancy Agreement or not must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Property either before or during the Tenancy; and to provide a copy of any new visa or work permit during the Tenancy to either the Landlord or the Agent when required at renewal or within twelve months of the commencement of the Tenancy whichever is later. To avoid doubt if any person forming the Tenant or the occupier fails to comply the Landlord may take any necessary legal action to have the person evicted from the Property.


If any person forming the Tenant or any occupier changes during the Tenancy all persons forming the Tenant agree to seek written consent from the Landlord or the Agent prior to any additional or new person taking occupation of the Property and to ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Property complies with the legal requirements of the "Right to Rent" prior to taking occupation by meeting the Landlord or the Agent personally to provide a valid passport to be checked and copied; and to provide a valid visa to work

or study in the UK to be checked and copied. Where there are any changes of Tenant a new AST must be signed by all tenants.

Data Protection Act 1998

It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent; 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.

2 Rent

- 2.1 The Tenant must pay The Rent by standing order to The Agent in accordance with Clause 1.2 of the particulars at the beginning of this agreement.
- 2.2 The Rent must be paid into the following bank account which is a designated client money account.

- 2.3 If there is more than one Tenant The Rent must be paid collectively in one lump sum. Rents not paid collectively will incur £12.00 inc. VAT administration fee.
- 2.4 A 1.2% inc. VAT (£12.00 inc. VAT minimum) administration charge will be payable for any Rent payments received which are not paid by standing order.
- 2.5 Payments received by The Agent which do not carry the correct reference will incur a £12.00 inc. VAT fee.
- 2.6 The Tenant must request Housing Benefit payments to be paid directly to The Agent from the Housing Benefit Office. Permission must also be given for The Agent to discuss a claim with the Housing Benefit Office
- 2.7 The Tenant must not withhold Rent in relation to any maintenance issue
- 2.8 Fees apply for late payment of Rent, these are outlined in the attached Schedule of Tenancy

3 Deposit

- 3.1 The Deposit will be used at the end of the tenancy to cover any outstanding fees or costs incurred by The Landlord or Agent to remedy any failure by The Tenant to comply with their obligations under this agreement. This includes but is not limited to:
 - a. outstanding rent (any instalment of the Rent which is due but remains unpaid at the end of the Tenancy)
 - b. administration fees as per this Agreement
 - c. repairs, replacement of items and redecoration - any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant.
 - d. cleaning and gardening costs
 - e. missing keys
 - f. check out fees
 - g. missed appointment fees
 - h. tenant early exit fees as per clause 6.6 of this agreement

- i. legal fees and associated legal costs where applicable
any accidental damage caused by the Tenant, his family or visitors regardless of the cause
 - 3.2 The Deposit cannot be used for any purpose until the tenancy has expired
 - 3.3 No interest will be paid on Deposits held
 - 3.4 Deposits will be held in a designated client money account.
 - 3.5 A check out and deposit processing fee will be applicable at the end of the tenancy.
 - 3.6 With joint tenancies The Deposit will be returned in one lump sum to an account nominated by The Tenant(s).
 - 3.7 Should monies need to be pursued legally by The Agent legal costs will also be recoverable in full
 - 3.8 The Deposit will be given to the Agent who is a member of the Mydeposits tenancy deposit protection scheme.
 - 3.9 The Agent will register the Deposit within thirty days of the commencement of the Tenancy or receipt of the Deposit whichever is earlier and give to the Tenant a copy of the Prescribed Information and Deposit Protection Certificate from Mydeposits.
 - 3.10 If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within fourteen days of the Tenant receiving that request in writing.
 - 3.11 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected
 - 3.12 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 mydeposits. The website address is www.mydeposits.co.uk
 - 3.13 The Deposit is safeguarded 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
- 4 Further Tenant obligations
- 4.1 The Tenant must establish accounts and pay for all utilities and council tax (where applicable) to the relevant parties or notify the council (where applicable) of any council tax exemptions.
 - 4.2 Where pre-payment gas or electric meters are in place The Tenant must ensure that credit is available for arranged visits by The Agent. Where there is insufficient credit available, charges will be applied for costs incurred in attaining credit.

- 4.3 The Tenant must attain written permission from The Agent or Landlord to install any satellite dish or other telecommunications at The Property.
- 4.4 Pay for the reconnection of water, gas, electricity, telephone or internet lines and any other services or utilities if the disconnection results from any act or omission of The Tenant or The Tenant's associates.
- 4.5 If any costs are incurred by The Agent or Landlord as a result of The Tenant changing their utility supply fees will apply.
- 4.6 British Gas require The Tenant to be present whilst one of their engineers attend. Should The Landlord or Agent instruct British Gas and The Tenant fails to be present for a confirmed appointment The Tenant agrees to cover the cost of an independent engineer to attend.
- 4.7 The tenant must pay council tax or provide proof that they are exempt. The tenant is also responsible for council tax if The Property is let to multiple tenants on individual tenancy agreements.
- 4.8 Noise of any sort should not be audible outside The Property particularly between the hours 10.00pm and 7.00am.
- 4.9 The Landlord or Agent will not provide an induction to The Property and will not accept responsibility for injury as a result of misuse of appliances or equipment within The Property.
- 4.10 The Tenant must keep The Property clean and in a good state of repair and decoration as at the start of the Tenancy (fair wear and tear excepted).
- 4.11 The Tenant must not redecorate or alter The Property without written permission from The Agent/Landlord.
- 4.12 The Tenant must not allow The Property to fall into an unkempt state and is responsible for reporting maintenance promptly.
- 4.13 The Tenant must carry out in The Property all works of repair that are not the responsibility of the Landlord under this agreement or by Statute. This includes the replacement of disposable items such as fuses, batteries and lightbulbs and acting in a tenant like manner throughout the tenancy.
- 4.14 To comply with the obligations of the Head Lease, providing a copy of the obligations is attached to this Agreement in Extra Clauses.
- 4.15 The Tenant must maintain the contents of The Property, including any furniture, and keep them in good condition. The Tenant must preserve the contents from damage and must not remove any of them from The Property.
- 4.16 The Tenant must cover the invoice cost of any contractor works arranged by The Tenant unless previously authorised in writing by the Landlord or Agent.
- 4.17 The Tenant will be liable for the reasonable cost of repairs where the need for them is attributable to The Tenant's failure to comply with the obligations set out in this

agreement or where the need for repair is attributable to the fault or negligence of The Tenant, any Member of The Tenant's Household or any of The Tenant's visitors. Invoices of this nature must be paid within 7 days (of receipt by The Tenant) in the specified manner or fees will apply.

- 4.18 The Tenant must not obstruct the common parts of The Property. The Agent will reclaim any costs incurred in removing any obstructions to the common areas.
- 4.19 The Tenant must not use The Property for any illegal, immoral, disorderly or anti-social purposes.
- 4.20 The Tenant must not use any form of cooking equipment in any other part of The Property other than the Kitchen.
- 4.21 The Tenant must not bring into The Property any pets or other animal without the written consent of the Landlord or Agent. An additional deposit will be payable should permission be given.
- 4.22 The Tenant must Pay and arrange for the removal of all vermin, pests and insects (with the exception of woodworm and wood boring insects) if infestation occurs during the tenancy.
- 4.23 If drains become blocked as a result of The Tenant's actions or omissions they will be responsible for the cost incurred to remedy. For example food, hair or other waste blockages.
- 4.24 Keep the exterior of The Property free from rubbish. The tenant must not leave rubbish outside the property until the day of collection by the local authority and abide by the regulations of refuse collection specific to the location of The Property.
- 4.25 The Tenant must keep the garden (if any) tidy and well-tended and return its condition to that at the start of the tenancy upon vacation. The Landlord is not obliged to provide gardening equipment.
- 4.26 The Tenant must not assign or sublet the whole or any part of The Property including parking spaces and garages.
- 4.27 The Tenant must not access any loft spaces unless express written consent is given by the Landlord
- 4.28 The Tenant must make good to an acceptable standard any damage or alterations made by The Tenant or guests to any part of The Property throughout the duration of the tenancy.
- 4.29 Not bring into The Property any furniture, furnishings or equipment (including electrical items) and other personal effects that do not meet the required statutory safety standards.
- 4.30 The Tenant must take all necessary steps to avoid the effects of condensation. Including keeping The Property adequately ventilated and heated in line with guidance provided by The Agent or Landlord at the start of the tenancy.

- 4.31 The Tenant must take all necessary and reasonable steps to ensure The Property is protected from frost damage to include The Property being adequately heated particularly during terms of absence.
- 4.32 The Tenant is responsible for checking the smoke alarms in The Property are operational on a weekly basis. The Tenant must promptly report any fault with the smoke alarms to the Landlord/ Agent.
- 4.33 Not alter the operation of or disable any smoke alarms.
- 4.34 Not to smoke in The Property and be responsible for any damage caused as a result of smoking on the premises unless written permission is given by the Landlord
- 4.35 The tenants must not hang any posters, pictures or other items in The Property using Blu-tac, sticky tape, nails adhesives or their other equivalents.
- 4.36 The Tenant or guests must not cause a nuisance, annoyance, disturbance or inconvenience, to the Landlord, other Tenants or the residents of neighbouring properties.
- 4.37 The Tenant must allow access to The Property (which may not be unreasonably withheld) upon being given 24hrs notice by The Agent or The Landlord for viewings, maintenance visits or any reasonable reason deemed necessary. For joint tenancies Tenants are expected to notify all other Tenants and guests that access is required. It may be necessary for access to be required without 24hrs notice in the case of emergency.
- 4.38 The Property must be The Tenants only or principal residence.
- 4.39 Tenants are advised to attain contents insurance to cover any loss to personal items. The Landlord or Agent will not reimburse The Tenant for damage to personal items.
- 4.40 The Tenant must not act in a way which would ordinarily be expected to result in an industry standard insurance policy for a letting of this type becoming void or voidable, or the premium for it being increased, nor to allow anyone else to do so.
- 4.41 The Tenant must notify the Landlord or The Agent in advance if The Property is to be left unoccupied for more than 10 days and take such steps as they may reasonably prescribe.
- 4.42 The Tenant must report all maintenance issues promptly and in writing to The Agent, failure to report maintenance may result in The Tenant being responsible for elevated costs of repair.
- 4.43 The Tenant must not install, change or alter any locks without written consent from The Landlord or The Agent.
- 4.44 The Tenant must return The Property and its Contents in a clean and good state of repair and decoration as it was at the start of the tenancy (reasonable wear and tear excepted).
- 4.45 At the end of the tenancy The Tenant must vacate The Property and surrender keys by

7am on the last day of the tenancy. The Tenant will be charged for any keys which are not returned on time and where The Landlord or Agent deems necessary the lock may be replaced at The Tenants' cost.

- 4.46 The Tenant must leave The Property vacant and free from any personal belongings, charges and rent will apply for missed check out appointments and delayed check outs.
- 4.47 If any tenancy related administration paperwork or agreed funds are outstanding at the scheduled check in time, the inventory check will go ahead but possession will not be granted. Once all paperwork has been received and funds cleared access will be granted to The Property. Rent will be payable for any period where The Tenant hasn't moved in after the tenancy start date due to missing paperwork or funds. In this event administration fees are applicable.
- 4.48 The Tenant is responsible for any third party missed appointment fees. This includes the inventory company being unable to conduct the check out if the tenant has not vacated the property by 7am.

5 Landlord Obligations

- 5.1 The Landlord will permit The Tenant to quietly enjoy The Property during the Tenancy without any unreasonable or unlawful interruption.
- 5.2 The Landlord will adequately insure The Property (not the contents). The landlord reserves the right to claim any excess on a claim back from The Tenant where The Tenant is found to be at fault.
- 5.3 Return to The Tenant a reasonable portion of The Rent for any period The Property is rendered uninhabitable.
- 5.4 To undertake repairs to The Property of which Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 requires.

6 Termination

- 6.1 This agreement is an Assured Shorthold Tenancy as defined by Part 1 of the Housing Act 1988 (including any subsequent amendments). The provisions for the recovery of possession by the Landlord and section 21 of the Housing Act (as amended) apply. These tenancies do not guarantee The Tenant any right to remain in possession after the fixed term. If the Landlord wants The Tenant to leave The Property at the end of the Tenancy, the Landlord must:
 - a. give The Tenant at least two months' notice in writing before the end of the fixed term in accordance with section 21 of the Housing Act 1988 (this is known as a "section 21 notice"); or
 - b. seek possession on one or more of the grounds contained in Schedule 2 to the Housing Act 1988 (if any of those grounds apply)
- 6.2 The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the

Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

Ground 1: The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988 in that: At some time before the beginning of the Tenancy the Landlord, or in the case of joint Landlords at least one of them, occupied the Premises as his only or principal home; or, the Landlord, or in the case of joint Landlords at least one of them, requires the Premises as his or his spouse's only or principal home;

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the Property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property. Where The Property is subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Premises for the purpose of disposing of it in exercise of that power;

Ground 7a: Any of the following conditions is met:

(1) The Tenant, or a person residing in or visiting the Premises, has been convicted of a serious offence, which was committed (wholly or partly) in, or in the locality of, the Premises or was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or which was committed elsewhere against the Landlord or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and directly or indirectly related to or affected those functions.

(2) The Court has found in relevant proceedings that the Tenant, or a person residing in or visiting the Premises, has breached a provision of an injunction under Section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and the breach occurred in, or in the locality of, the Premises, or the breach occurred elsewhere and the provision breached was a provision intended to prevent conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of the Premises, or conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or conduct that is capable of causing nuisance or annoyance to the Landlord of the Premises, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

(3) The Tenant, or a person residing in or visiting The Property, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014

consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved (a) a breach that occurred in, or in the locality of, the Premises, or (b) a breach that occurred elsewhere of a provision intended to prevent (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or (ii) behaviour that causes or is likely to cause harassment, alarm or distress to the Landlord, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions

(4) The Property is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and access to the Premises has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.

(5) The Tenant, or a person residing in or visiting the Premises has been convicted of an offence under section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if—

(a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or

(b) the final determination of the appeal results in the conviction, finding or order being overturned.

Ground 8 : both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarter's Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months' Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the Tenant is in breach of one or more of the obligations under the Tenancy Agreement;

Ground 13: the condition of the Property or the common parts has deteriorated

because of the behaviour of the Tenant, or any other person living at the Property;

Ground 14: the Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 14A: The Tenant or an adult residing in the Premises has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Property;

Ground 17: the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

- 6.3 Should The Tenant remain in The Property after the fixed term, the tenancy will continue on the same terms and become a statutory periodic tenancy running month to month
- 6.4 If this tenancy becomes a statutory periodic tenancy the notice to quit can be served by giving 2 months' written notice by the Landlord/Agent or 1 months' notice by The Tenant
- 6.5 If The Tenant intends to vacate at the end of the fixed term, or at any later date they must give the Landlord or Agent one months' prior written notice expiring on the day before a rent due day.
- 6.6 If this tenancy agreement is on a fixed term basis, The Tenant is committed to the full fixed Term. If a Tenant wishes to vacate The Property prior to the end of their fixed term, The Tenant must find a suitable replacement to take their place ('Suitable' is deemed 'like for like' i.e. of similar age and occupation and able to fulfil the exact obligations of this Tenancy agreement). The Landlord/Agent must approve the replacement tenant and the Landlord nor the remaining Tenant(s) must not withhold approval unreasonably. Prior to any deposit money being returned to the departing Tenant and to bring their contractual obligations to an end:
- a. The replacement Tenant, exiting Tenant and the remaining Tenant(s) must sign a new Assured Shorthold Tenancy Agreement (AST).
 - b. An administration fee of £450.00 inc VAT must be paid by the exiting Tenant to facilitate the exchange (this includes the check in and check out of The Tenants by a third party inventory company and deposit processing and associated paperwork costs).

- c. The new Tenant has paid a full agency fee to Coapt Ltd for administration costs.
 - d. The remaining Tenant(s) have confirmed in writing that there are no outstanding funds and that there are no further deposit deductions to be applied to the departing Tenant.
- 6.7 The Agent can advertise The Property on The Tenant's behalf, this does not release The Tenant from their obligations or responsibility to source a suitable replacement. A fee of £132.00 inc VAT is payable prior to marketing to cover advertising costs and expenses. Should The Agent be successful in finding a replacement then a fee £132.00 inc VAT becomes payable. This is not a guarantee and any Tenant leaving this Agreement is fully liable for its terms until a replacement is found. If The Agent is instructed to source a replacement Tenant the exiting Tenant must also make every effort to continue to find a replacement.
- 6.8 If The Tenant wishes to renew their Fixed Term Tenancy Agreement and the Landlord agrees to this, there will be an administration fee of £60.00 inc VAT per Tenant payable to The Agent (this fee is non-refundable). Tenants wishing to renew their Tenancy must complete the renewal administrative procedure and pay the renewal fees before the 14th January to secure the renewal. Deposit and rent increases may be applicable with renewals, check with The Agent for details. The Agent will start to market The Property for the next academic year if The Tenants have not secured their renewal by the 15th January or sooner if mutually agreed.
- 6.9 If The Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, The Tenant shall pay any reasonable costs incurred by the Landlord/Agent in remedying such breaches or in connection with the enforcement of those obligations.

7 Fees Payments and Charges (schedule of tenancy)

Below is a schedule of The Agents fees and charges related to the tenancy:

Agency 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 at assess affordability, as well as contract negotiation (amending and agreeing terms) and arranging the tenancy and agreement. ---- £200.00 (inc VAT) per tenant

Damage deposit- This will be protected with your security deposit in a government- authorised scheme and is refundable and the end of your tenancy in line with the terms outlined in your tenancy agreement.

Dependant on rent amount ---- (Minimum of £600.00 per tenant)

Pet Deposit - An additional deposit to cover the added risk of property damage or cleaning needed at the end of the tenancy. Part of this 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 in a government- authorised scheme and may be refundable dependant on an inspection at the end of the tenancy. ---- £350.00 (inc VAT) per pet

Check in –lock out appointment - Due to incomplete paperwork or outstanding funds. ----

£60.00 (inc VAT)

Missed check in appointment. ---- £60.00 (inc VAT)

Overdue rent for more than 3 days (per property per month) ---- £24.00 (inc VAT)

Overdue rent for 14 days (per property per month) ---- £36.00 (inc VAT)

Incorrect rent payments. Includes paying by incorrect methods, incorrect amount, returned payments. (per payment) ---- £12.00 per payment (inc VAT) or 1.1% if over £1,000.00

Rent chaser letter or letter addressed to guarantor regarding breach of tenancy. ---- £30.00 (inc Vat) per letter

Letter sent by solicitor to chase arrears ---- £48.00 (inc VAT) per letter

Coapt Ltd to return any overpaid funds or return rent due to The Tenant not cancelling monthly standing order. ---- £30.00 (inc VAT)

If funds being paid by Coapt Ltd to a tenants international bank account ---- £60.00 (inc VAT)

Fee for non-payment of a tenant invoice within 7 days. ---- £18.00 (inc VAT)

If tenant requires a bedroom door lock fitted (part of Coapt Ltd multi-lock system) ---- £114.00 (inc VAT)

Removal of unauthorised bedroom door lock ---- £60.00 (inc VAT)

Replacement key cutting (Standard key) ---- £18.00 (inc VAT)

Replacement key cutting (Multi-lock key) ---- £30.00 (inc VAT)

If a tenant finds a suitable replacement and then exits their tenancy early ---- £450.00 (inc VAT)

If Coapt Ltd are required to find a replacement on behalf of The Tenant ---- £132 inc VAT to advertise, £132 inc VAT upon finding a tenant

If The Tenant wishes to renew their fixed term tenancy agreement ---- £60.00 (inc VAT) per tenant

Check out fee (tenants share) Covers attendance to The Property to conduct a check out inspection and report. It also covers the entire process for returning The Deposit. ---- £30.00 (inc VAT) per tenant

Missed check out appointment fee. ---- £60.00 (inc VAT)

Referencing fees ---- £18.00 (inc VAT) per tenant

Re-inspection fees ---- £30 (inc VAT)

Should monies need to be pursued legally by The Agent legal costs will also be recoverable in full To pay to the Landlord or his Agents on demand all reasonable costs (which may include fees of solicitors, barristers, surveyors and managing agents), which the Landlord or his Agents have been charged by any such professional in enforcing or attempting to enforce the provisions of this Agreement which may include for example the costs of taking proceedings to secure possession, recover non-payment of rent or noise nuisance.

8 Other documents forming part of this tenancy

Listed here are other documents which form up a part of this tenancy which are deemed served upon The Tenant on the signing of this agreement (Please contact The Agent should you not have copies of these documents):

- 8.1 Deposit registration certificate
- 8.2 Energy performance Certificate
- 8.3 Property Inventory and schedule of condition
- 8.4 Guarantor agreement per tenant
- 8.5 How To Rent booklet
- 8.6 Gas Safety Inspection Certificate

9 Signatures

This tenancy agreement has been made available for any third party prior to signing. The signing of which confirms that The Tenant has read and understands all the terms and has been given the opportunity to seek any further advice.

The Tenant hereby agrees their contact details will be shared with third party companies in relation to this tenancy, including inventory companies, utility companies and the local council authority for council tax purposes.

This property is 'taken as seen' (allowing for the current tenants belongings) unless otherwise stated in section 10 and will reflect that shown in the inventory. The Tenant confirms they have been given the opportunity to clarify what contents are provided as a part of The Property. Any additions/changes must be highlighted in writing.

Signed and executed as a Deed by the following parties

10 Additional Considerations

This tenancy agreement is subject to the satisfactory completion of the admin paperwork as detailed in the 'Pre-tenancy receipt' and 'completing your paperwork' documents by 08/02/2018. Should this not be adhered to, Coapt Ltd retain the right to cancel this agreement, re-market the property and retain the agency fees paid.

This tenancy has been signed on a bills inclusive basis with a monthly payment by the tenant

to the agent of £3588.00pcm.

The breakdown of this monthly payment is;

£3172.00pcm rent

£416.00pcm for the provision and management of the utility bills for electricity, gas, water and contents insurance. For the term of this tenancy the accounts will be in the name and responsibility of Coapt Ltd.

Contents insurance is provided by Endsleigh insurance and covers against fire theft and flood. Policy number: HH1647. 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.

The payment for utilities highlighted above is subject to fair and acceptable use. If the usage of electricity, gas and water is in excess of the amount stated above the Agent reserves the right to apply a supplementary charge to cover the excess usage. The usage for energy and water will be monitored during the tenancy and tenants will be notified if the usage is deemed to be excessive.

The entrance hallway walls will be painted prior to the tenancy commencing.

The property will be cleaned and presented to a satisfactory condition prior to the tenancy commencing.

Signatures

TENANTS

