

REBELL PROPERTY LTD. ASSURED SHORTHOLD SINGLE FIXED TERM TENANCY AGREEMENT



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Summary of Terms

STANDARD LETTING TERMS

In these letting terms: -

- 1.1 Provisions relating to the Property, Room and Common Parts apply to every part of it including any fixtures, fittings, and decorations.
- 1.2 When two or more persons are together, they are responsible for their obligations both jointly and individually.
- 1.3 The Landlord includes the persons from time to time entitled to receive the rent.
- 1.4 The headings are only for reference and are not part of the Lettings Terms.
- 1.5 The Landlord lets the Room and the Furniture to the Tenant at the Rent for the Term on the Standard Letting Terms at set out in this Tenancy Agreement as varied or supplemented by any Special Letting Terms.
- 1.6 This is an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended). The Tenant understands that the Landlord will be entitled to recover possession of the Room when the Term ends.
- 1.7 The Landlord's name and address set out on Page 3 are to be used by the Tenant for all notices until the Tenant receives written notification of a different name and address for the Landlord.

DEFINITION OF GENERAL AND SPECIFIC TERMS

OTHER TENANTS	Such other Tenants of the Property to whom the Landlord shall let other bedrooms from time to time.
LANDLORD	Rebell Property Ltd.
COMMON PARTS	Those parts of the Property for the shared use of the Tenant and Other Tenants which shall include the entrance hall, staircases, landings, toilets, bathroom, lounge, kitchen and gardens, but shall exclude the bedrooms let to the Other Tenants on similar terms to this Agreement.
STUDENT/TENANT	The person contracted to the Room.
GUARANTOR	Pays the Landlord any outstanding fees if the Tenant is unable to do so.
DEPOSIT	The Tenant pays the deposit to the Landlord who puts it into the DPS (Deposit Protection Scheme).
ALL BILLS INCLUDED	The Landlord will pay all the utilities, including Gas, Electricity, Water, Broadband, TV License in communal lounge.
MAINTENANCE APP	Download our App 'Arthur', available through the App Store and Google Play. App improves communication, ensures transparency and efficiency. Gives 24-hour access to all aspects of your tenancy including all tenancy documentation. Maintenance/Other Issues can be reported and tracked.
MAINTENANCE	5 day a week maintenance service through our App managed by our full-time maintenance team and Emergency cover throughout the weekends. No cost to Tenants, for example, lightbulbs, supplied and fitted by Landlord maintenance team etc.
ADD ON FREE SERVICES	<ul style="list-style-type: none">- Full refurbishment/maintenance program over the summer. Cleaned, freshly painted, replacement of damaged beds & mattresses, re-grouted tiles etc.- Customisation of Room. Eg. TV brackets supplied + mounted if you bringing a TV for your room. Extra shelves, storage etc. supplied + fitted if needed.- Weekend and out of office let ins to make your arrival easier.
ASSURED SHORTHOLD TENANCY	This type of Tenancy is for a fixed period. It is a single, not joint, Tenancy agreement. Therefore, you are only responsible for yourself, you hold no responsibility for other Tenants if they don't pay etc.

ASSURED SHORTHOLD SINGLE FIXED TERM TENANCY AGREEMENT

LANDLORD	Rebell Property Ltd
Of	33 Wigan Road, Ormskirk, Lancashire, L39 2AP Tel No: 01695 570059 Fax: 01695 571271 Email: info@rebellproperty.co.uk Office Opening Hours: Monday – Friday / 9am-5pm Emergency Out of Hours Tel No: 07435 967908 Web: www.rebellproperty.co.uk

TENANT	Title: Mr/Mrs/Ms/Miss (Other):	Surname:
	First/Other Names:	
Of	Address:	
	Tel No:	
	Mobile No:	
	Email:	
Place of Study		
Course		

GUARANTOR	Title: Mr/Mrs/Ms/Miss (Other):	Surname:
	First/Other Names:	
Of	Address:	
	Tel No:	
	Mobile No:	
	Email:	

PROPERTY	The building known as
Room Number	

FIXED TERM Additional weeks available if required.	The period starting on _____ and ending on _____ totalling _____ weeks at a rate of £ _____ is the period your room is available for you to occupy.
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DEPOSIT/UPFRONT PAYMENTS	Deposit amount of £200 to be paid by 31 st July.
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PAYMENT TERMS	A total rent of £ _____ to be paid in nine monthly instalments of £ _____ starting on the 20 th September and ending on the 20 th May .
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LANDLORD'S PAYMENT DETAILS

The Landlord can accept most payment methods; Cash, Cheque, Standing Order, Bank Transfer and Card (if the payment is made by Card, the Landlord can accept this in person or over the telephone. If the Tenant agrees to pay the Landlord via Bank Transfer, the Tenant is to pay into the Landlord's nominated bank account detailed below.

Lloyds Bank PLC
Rebell Property Ltd
Account Number: 22872860
Sort Code: 30-97-88

UTILITIES

All bills are included in the weekly rent amount. The Landlord will be responsible for the payment of all bills (including Gas, Electricity, Water, Broadband, TV License for the Communal Lounge if applicable. Unlimited/no cap policy.

PAYMENT OF RENT

The Tenant will pay the Rent on the agreed Rent Days indicated in Payment Terms and if the Tenant fails to pay on the due date, any amount of Rent or other sum payable to the Landlord under this Tenancy Agreement, the Tenant will on demand, pay to the Landlord interest 3% above the Bank of England base rate on any rent or other money due under the agreement that is more than 14 days in arrears from the due date to the payment date.

Should payment continue to remain unpaid, the Landlord will inform your Guarantor, if still unpaid, details will be passed over to the Landlord's Debt Recovery Agency and thereafter court action may be taken which could result in a CCJ (County Court Judgement) against the Tenant and/or Guarantor, as well as incurring all the related costs in relation to the recovery of the outstanding rent.

Please note it is the Tenant's responsibility if paying by standing order that their bank has the correct information and documentation to make the payments. Likewise, if paying by any other method it is the Tenant's responsibility to ensure enough time is given in order for your payments to be received by the Landlord on or before the correct date. Any late payments where a third party is potentially responsible needs to be investigated by the student, a formal written reason must be gained from the third party in question to cancel any late payment changes.

COUNCIL TAX

The Tenant must ensure that they are eligible and apply via the University Website for a Council Tax Exemption Certificate (CTC). The Tenant must supply the Landlord with a copy of their Council Tax Exemption Certificate (CTC) before the end of October. The Landlord will forward the certificate to the Council to ensure you are exempt from paying Council Tax. Should the tenant's status change in relation to council tax the Landlord must be informed immediately. If the tenant's status is such that they are now not exempt from council tax they will be responsible for their proportion of the council tax charge.

PARKING

Parking Permits are available from the Local Council. The current charge for the Permit is £25 for the year (charges may vary subject to Council). Private Parking is also available at a rate of £50 a year (Limited spaces, subject to availability). The Landlord will advise and help to arrange the required parking facility.

THE TENANT'S OBLIGATIONS

- 1.1. Use the Room, Common Parts, Furniture and Common Furniture carefully and properly and will not damage them.
- 1.2. Take proper precautions to prevent the escape of water in or out from the Property.
- 1.3. Not bring dangerous substances onto the Property.
- 1.4. Report to the Landlord any disrepair or defect to the Property, Furniture or Common Furniture for which the the Landlord is responsible via our app.

- 1.5. Not do anything which would invalidate the insurance of the Property, the Furniture, Common Furniture or entitle the insurers to refuse to pay out policy monies or to increase the insurance premiums.
- 1.6. Be responsible for the actions of anyone who is at the Property with the permission of all the Tenants and ensure that the other Tenants are not affected by the said visitor; any improper conduct by the visitor may result in a warning being issued to the Tenant.
- 1.7. The Tenant is advised to take out insurance with a reputable insurer for personal possessions as they will not be covered by any insurance held by the Landlord.

2. Maintaining the condition of the Property

The Tenant will;

- 2.1. Keep the Room, Common Parts, Furniture and Common Furniture in as good condition as at the date of this Tenancy Agreement.
- 2.2. Clean the window(s) on the inside of the Room at least once every month.
- 2.3. Keep the window or windows in the Room attractively dressed and not place objects of any nature on the window ledge(s).
- 2.4. It is the responsibility of all members of the Household to clean and maintain both their own rooms and all the communal areas. In order to assist in the regular cleaning and tidying of the communal areas it is a requirement of your Tenancy that Student Tenants participate in a Rota system for the shared cleaning of all communal areas. Should it be found on inspection that this is not the case then a second inspection will be organised. If it is still found to be at a poor standard, then contract cleaners will be employed, and all tenants will be responsible for the cost incurred.
- 2.5. It is the responsibility of all Tenants to ensure all bins are properly put out and brought in each week on the designated day. Rubbish should not be left in the back garden/yard. If this is the case you will be asked to move the said rubbish within 24 hours. If the said rubbish is not removed the tenants will incur costs for the removal off.

3. Replacing Damaged Items

The Tenant will immediately pay the Landlord for;

- 3.1. Any glass broken by the Tenant.
- 3.2. Any Furniture or Common Furniture which are damaged, destroyed or lost by the Tenant, including damage/burns to the carpet (including iron or hair-straightener burns).
- 3.3. Any components of gas, electrical, heating, or other appliances which become defective due to misuse by the Tenant.

Please note: any damaged/destroyed or lost items unidentified to one particular tenant will be charged equally to all tenants.

4. Allowing entry by the Landlord

The Tenant will allow the Landlord to carry out maintenance and where required outside agents such as a Council Inspectors at all reasonable times during the Term on reasonable prior notice (or without notice in emergency) to enter the Room and the Common Parts where reasonably required for the purposes of;

- 4.1. Repairing the Property or carrying out any other structural or other necessary repairs to the property.
- 4.2. Examining the state and condition of the Property and of the Furniture and Common Furniture.
- 4.3. Decorating or cleaning the property.
- 4.4. Showing the Property to prospective tenants or regulating bodies.

5. Notice to Repair.

If there are any wants of repair due to the Tenant's failure or anyone authorised by the Tenant, then the Landlord may (but shall not be obliged to) carry out such works of repair the cost of which will be a debt due to the Landlord payable on demand.

6. No assigning or underletting etc.

The Tenant will not;

- 6.1. Assign, underlet, charge or part with possession of the whole or any part of the Room, except by an assignment of the whole room to a registered student with Edge Hill University and then only with the Landlord's prior written permission, which will not be unreasonably withheld and only after internal credit checks have been successfully completed by the Landlord.
- 6.2. Take in lodgers.
- 6.3. Share occupation of the Room with any person.
- 6.4. Sell, lend, charge, or otherwise dispose of, or part with possession of any of the Furniture or Common Furniture.
- 6.5. In the event that the Tenant assigns the room, the departing Tenant will pay to the Landlord £200 for the completion of a replacement Tenancy Agreement.
- 6.6. Once signed, your Tenancy Agreement is binding and operational until the end of the period signed for as indicated on page 3 of this Tenancy Agreement. Students wishing to end their Tenancy early will not be able to discharge the payment responsibilities agreed in the Tenancy agreement until they have complied with all of the following;
 - 6.6.1. To give notice verbally and in writing to Rebell Property Ltd Head Office of the tenant's intention to terminate the agreement.
 - 6.6.2. To provide a replacement Tenant for the property. This Tenant must be a student from Edge Hill University in Full Time education and be able to move in with the agreement of all other Tenants remaining in the Property; the original Tenant must return the keys to the office. The replacement student will only be responsible for payment and the room once they are in receipt of the keys from the office and the contract is signed, until this point the existing Tenant is liable and responsible for the room, rent and all other contractual agreements.
 - 6.6.3. If the Tenant leaving early cannot offer a suitable replacement to take over their room, they will remain liable to pay all of the agreed fees until such time as the Landlord finds a suitable replacement tenant or the vacating student does so. Please note: Whilst Rebell Property will do their best to market and advertise the said room, the responsibility to find a replacement does remain with the student who wishes to leave early.

7. Use of Property

The Tenant will not carry on any profession, trade, or business whatsoever at the property but will use it only as a private residence for the Tenant personally.

8. Proper Conduct and Disciplinary/Warning Procedure

The Tenant will not;

- 8.1. Do anything at the Property which is illegal or immoral or is a nuisance, disturbance or annoyance to the other Tenants or the occupiers of any adjoining premises. Any alleged bullying/grievances/disputes between Tenants, the Landlord will attempt to resolve in the first instance. If it continues, it will be reported to the guarantors and/or parents to resolve. Thereafter if it continues, the University Accommodation Team will be notified and dealt with in accordance with their policies and procedures.
- 8.2. Hang on the outside of the property any flowerbox, similar objects, clothes, or other articles.
- 8.3. Block, or put noxious/damaging substances into the sinks, baths, lavatories, cisterns/waste/soil pipes in the Property or allow them to overflow.
- 8.4. Install, take into, use, or keep at the property any heater or like object which requires paraffin or gaseous fuel, and not burn candles or like substances in the property without express written permission of the Landlord (which will not be unreasonable withheld).
- 8.5. Leave anything in the Common Parts.

- 8.6. Park any vehicle on any approaches, private roads or other communal areas belonging to the Property except in parking areas (if any) designated for use by the occupants of the Property. Parking provided by any local authority is to be used by contracted Tenants only, once a successful application has been made, the Tenant is to inform the Landlord.
- 8.7. Leave the entrance doors of the property open.
- 8.8. Use in the property any electrical device which is not fitted with an effective suppressor.
- 8.9. Use any television in the Property without holding a television license.
- 8.10. Change any of the locks of the Property or have any duplicate keys made without the Landlord's prior written permission.
- 8.11. Keep any dog, cat, bird, reptile, or other animal in the Property without prior Landlord permission.
- 8.12. Obstruct any fire escape, fire corridor or fire door.
- 8.13. Do or omit anything which puts the health and safety, the security/welfare of the Property or the other Tenants at risk.
- 8.14. Misuse or undertake any illegal downloading/uploading/surfing on the internet.
- 8.15. Smoke within the property or allow any of their visitors to do so. The Landlord operates a non-smoking policy in all of their student houses.
The policy covers all areas within the student house, both communal and individual bedrooms. By signing your Assured Shorthold Tenancy Agreement you agree to adhere to and support the successful implementation of the non-smoking policy in your student household.
- 8.16. Allow any visitors to affect the stay of other paying tenants in the house and if their stay is affected the visitors will not be allowed to visit there again without the permission of all the tenants and may also result in a warning for the said Tenant.
- 8.17. Improper conduct will be dealt with by our disciplinary/warning procedure.
- 8.18. Leave on electrical lights or heating unnecessarily.
- 8.19. Steam the bathrooms up excessively or drip excessive water upon the floor of the bathrooms causing damage to the ground floor ceilings.

9. No Alterations

The Tenant will not (without prior permission);

- 9.1. Alter or add to the Property internally or externally.
- 9.2. Decorate the exterior or the interior of the Property.
- 9.3. Erect any external aerial or satellite dish at the Property.
- 9.4. Place any posters, notices, signs, or other objects of any nature in the windows of the Property.
- 9.5. The tenant will not remove any landlord equipment/furniture without the Landlord's permission.

10. Pass on Notices.

The Tenant will promptly give to the Landlord a copy of any notice, order or legal proceedings relating to the property received by the Tenant from any Government Department, Local or Public Authority or other party.

11. Obligations at the end of Term

At the end of the term the Tenant will:

- 11.1. Arrange with the Landlord to return all keys associated to the Property. The Tenant must hand keys back personally and obtain a receipt from the Landlord as proof of return. If the Tenant is unable to return the keys in person, the Tenant is to instruct a representative of their choice to return them on their behalf. The representative is to get a receipt from the Landlord as proof of return. If the Tenant is unable to return the keys personally or arrange for a representative to return on their behalf, keys must be sent to the Landlord address as detailed on page 3 via recorded delivery. Again, a receipt must be obtained by the Tenant as proof. If keys are not returned, the Landlord will investigate and request a copy of any receipts as per the detailed process. If keys are not returned to the Landlord and the Tenant is unable to supply proof of purchase, a charge will be issued to cover the Landlord's cost for changing the locks at the property.
- 11.2. Give the Landlord vacant possession of the Property.

- 11.3. Leave all the Furniture and Common Furniture in the same rooms and positions in the Property as the start of the term, ensure Room is fully cleaned and hoovered.
- 11.4. Ensure that the contracted room and the Furniture are completely clean and tidy and are in the condition required by these Letting Terms. You should notify the Landlord via the App of your leaving date and time minimum of 72-hour prior. The Landlord will attend the Property on the Tenant's move out date, whereby a full inspection will be carried out to ensure the room is to an acceptable standard and all personal belongings are removed. Including pictures, bedding, clothes, etc. Please note: An appropriate charge will be invoiced to the Tenant if personal items remain at the Property and/or the room is not cleaned. If the Tenant is unable to attend, they must forward extensive pictures of their room prior to leaving.
- 11.5. With joint liability with the Other Tenants, ensure that the Common Parts and Common Furniture are completely clean and tidy and are in the condition required by these letting terms. The Landlord will attend the Property on each of the Tenant's move out dates, whereby a full inspection will be carried out to ensure the property is left in an acceptable condition. Please note reasonable costs will be invoiced to all Tenants contracted to the property if it is found unacceptable.
- 11.6. Attend with the other Tenants an inspection of the Furniture and Common Furniture carried out by on or on behalf of the Landlord, if possible.
- 11.7. Ensure if the Tenant is staying over the summer period, that the house is kept to a high standard ready for the tenants returning after the summer.
- 11.8. Tenant's Possessions - The Tenant is advised to take out insurance with reputable insurer for personal possessions as they will not covered by any insurance held by the Landlord.

THE LANDLORD'S OBLIGATIONS

12. Occupation by Tenant

The Landlord agrees to give the Tenant:

- 12.1. Exclusive uninterrupted occupation of the Room.
- 12.2. Shared occupation of the Common Parts with the Other Tenants.
- 12.3. Exclusive use of the Furniture.
- 12.4. Shared use of the Common Furniture with the Other Tenants.

For the duration of the Term for as long as the Tenant complies with the Tenant's Obligations under this Tenancy Agreement.

13. Main Repairs

At the beginning of the Term the Landlord will:

- 13.1. Ensure that the Room, the Common Parts, the Furniture, and the Common Furniture are clean.
- 13.2. Ensure that the Room and the Common Parts are in tenable repair and condition.
- 13.3. Ensure that the Room and the Common Furniture are in safe and working condition fit for the use of the Tenant.
- 13.4. Ensure that the Property and the Room are each equipped with a lock.
- 13.5. Provide the Tenant with a set of keys to the Property and to the Room, any lost keys must be notified to the Landlord who will replace them at a cost.
- 13.6. Detail a full inventory of contents.

The Landlord will maintain in good condition:

- 13.7. The outside of the Property.
- 13.8. The main structure of the Property.
- 13.9. The fixed gas, electrical and heating appliances in the Property owned by the Landlord.
- 13.10. The Landlord will throughout the Term as soon as reasonably practical after becoming aware of the damage concerned, repair any damage to the Furniture and the Common Parts, but this does not include remedying any damage caused by the Tenant or the Other Tenants unless the cost is met by the insurance policy, refer to Section 15 below. Please note: Bringing maintenance in to complete repairs will result in a degree of disruption in terms of dust, tools on site, furniture being moved etc.

14. Landlord's Payments etc.

- 14.1. The Landlord will pay all the utility bills (Gas, Electricity, Water, Broadband, Tv License for Communal Lounge).

15. Insurance

The Landlord will:

- 15.1. Arrange for the Property, Furniture and Common Furniture (but not the Tenant's or the Other Tenant's possessions) to be insured under comprehensive insurance policies.
- 15.2. Use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as practicable.
- 15.3. Refund to the Tenant any Rent paid for any period in which the Room is uninhabitable or inaccessible as a result of such damage unless caused by the Tenants themselves. If an alternative room is made available, no refund will be given. Please note, refunds and replacement goods will not be given for loss of service caused by the service/utility provider or by faulty equipment supplied by an outside source e.g., boilers. Should heating, lighting, or water be affected, temporary arrangements will be made to minimise disruption.

Clauses 15.2 and 15.3 will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do so in breach of the Tenant's obligations under this Tenancy Agreement.

16. Rent Receipt

If requested by the Tenant, the Landlord shall give a written receipt of rent paid by the Tenant to the Landlord.

17. Landlord Charges to Tenant

- 17.1. Replacement keys are charged at £15.00 per key to the Tenant. If, however, the Tenant misplaces the keys to the property resulting in the house security being at risk, a charge to replace all locks will be issued to ensure the security of all contracted Tenants. Please note, this is the responsibility of the Tenant to let the Landlord know immediately.

THE GUARANTOR'S OBLIGATIONS

18. The Guarantor's Obligations

The Guarantor:

- 18.1. Guarantees that the Tenant will observe and perform the Tenant's obligations. Any obligations not met by the tenant will be referred to the Guarantor to action.
- 18.2. Will pay to the Landlord on demand any outstanding sums due by the Tenant under the terms of this Tenancy Agreement. Should payment continue to remain unpaid, details will be passed over to the Landlord's Debt Recovery Agency and thereafter court action may be taken which could result in a CCJ (County Court Judgement) against the Tenant and/or Guarantor, as well as incurring all the related costs in relation to the recovery of the outstanding rent.
The Guarantor's Obligations continue until such time as the Term ends and the Tenant has vacated the Property.

TERMINATION

19. Landlord's Right of Termination

If at any time:

- 19.1. Any instalment of the Rent is not received in full within 28 days of the date when the Landlord formally demands it after it has fallen due, or
- 19.2. The Tenant fails to comply with any of the Tenant's Obligations under this Tenancy Agreement, or
- 19.3. The Tenant becomes bankrupt or an interim receiver of their Property is appointed, or
- 19.4. The Tenant (without making arrangements with the Landlord, exemption from work placement/teaching practice or other course requirements) leaves the Room unoccupied for more than three weeks; or
- 19.5. Any of the following grounds set out in the Housing Act 1988 apply:

19.5.1. A mortgagee of the landlord, so entitled, wishes to sell the Property;

19.5.2. The rent is unpaid for a certain period of time, depending how frequently it is to be paid under this agreement then the Landlord may re-enter the Room and upon such re-entry the Term shall absolutely determine but without prejudice to any claim which the Landlord may have against the Tenant in respect of any antecedent breach of any covenant or other term of this agreement.

20. Effect of Termination

Termination of this Tenancy Agreement under Clause 19 ends the Term but does not release the Tenant from any outstanding obligation.

21. Joint Responsibility

It is the responsibility of all parties to ensure that all changes in terms of address contact details are communicated to each other as and when they occur.

COMPLAINT PROCEDURE

22. Complaint Procedure

22.1. Any complaint by either party to be made in writing.

SUMMARY OF TERMS

Address:					Room Number:				
Tenancy Start Date:			Tenancy End Date:			Tenancy Length: (In Weeks)			
Rent Per Week: All Bills Included	£	Rent Per Year (Weekly Rent x Weeks)		£	Total Payment Per Year:	£			
Deposit amount:	£200			Deposit to be paid by:		31 st July			
Payment Frequency for Rent:	In Full		Monthly, on the 20 th of each month		Termly, 20 th September, 20 th January, 20 th April				
Payment Options for Rent:	Bank Transfer		Standing Order		By Card		Cheque	Cash	

Box 2 – Signed as Deed by Rebell Property Ltd

Signature:									
Printed Name:									
Position:									
Date:									

Box 3 – Signed as Deed by the Tenant

Signature:									
Printed Name:									
Date:									

Box 4 – Signed as Deed by the Guarantor

Signature:									
Printed Name:									
Relationship to Tenant:									
Date:									