

Tenancy Agreement



[Residence Name], [Residence Address]

DATE: [Tenancy Agreement Created & Agreed Upon Date]

PARTIES: The Landlord (referred to below) acting by its agent: Liberty Living Limited of 5th Floor, Peninsular House, 30-36 Monument Street, London EC3R 8NB.

ADDRESS: c/o [Residence Address], [Residence Contact Number]

The Tenant

[Student Title]
[Student First Name]
[Student Last Name]
(Customer Reference Number –
[Student's Liberty Living Reference Number])

Address:

[Student Address Line 1 - House]
[Student Address Line 2 - Street]
[Student Address Line 3 - Town]
[Student Address Line 4 - County]
[Student Address Line 5 - Country]
[Student Address Line 6 - Postcode]

Tel: [Student Telephone Number]

The Guarantor (A UK resident guarantor is required from all UK resident Tenants and additionally from any non-UK resident Tenants wishing to pay by instalments.)

[Guarantor Title]
[Guarantor First Name]
[Guarantor Last Name]

Address:

[Guarantor Address Line 1 - House]
[Guarantor Address Line 2 - Street]
[Guarantor Address Line 3 - Town]
[Guarantor Address Line 4 - County]
[Guarantor Address Line 5 - Country]
[Guarantor Address Line 6 - Postcode]

Tel: [Guarantor Telephone Number]

THE ROOM: The room of type [Room Type] with the following booking options:

BOOKING OPTIONS (where applicable): @Model.Contract.BookingOptions

The Room being part of the Property known as:

THE PROPERTY: [Residence Name] - (including the Room) being part of:

THE BUILDING: [Residence Address]

Together with the Fixtures Furniture and Effects or any replacements and more particularly specified in the inventory to be signed by the parties when the Tenant takes possession ("the Landlord's Contents").

TERM: A term certain of [Contract Length] weeks from [Contract Start Date] expiring on [Contract End Date]

CONTRACT VALUE: £ [Total Contract Value Pre-Discount Cost]

DISCOUNTS: £ [Any Applicable Discount Costs]

TO PAY: £ [Total Cost]

TENANCY DEPOSIT: £ [Amount] (paid to De Montfort University)

CONTRACT PAYMENT OPTIONS

- Full Year Payment in Advance £ [Total Cost] (due date [Date])
- Instalment option: -

Payment [Instalment Number]: £ [Amount] Date Due: [Date]

RECITALS

1. The Landlord is [Residence Landlord Name] and its successors in title.
2. The Landlord is committed to abide by the rules of the National Code of Standards for Larger Developments ("the Code").
3. The Tenant has been provided with the Liberty Living Guide to Living which is also available on the Liberty Living website [here](#) or by contacting the Landlord at the address or telephone number above.

1. a. The Landlord lets and the Tenant takes the Room and together also in common with others the Property for the Term at the Rent and this Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 as amended by Part III of the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in section 21 of the Housing Act 1988 apply accordingly AND the Landlord further gives notice to the Tenant that the tenancy may be brought to an end and possession of the Room and the Property be recovered on one or more of grounds 2, 8, 10 to 15 or 17 of Part I of the Schedule 2 of the Housing Act 1988 prior to the expiry of the fixed term.
b. The Tenant shall have the right to use for access and egress the entrance lift (if any) staircase and landings of the Building leading to the Property (hereinafter referred to as the Common Parts of the Building).

2. THE TENANT WILL:

- 1 a. Pay the Rent at the times and in the manner specified without set off whether demanded or not.
b. The allowance for payment by way of instalments is made on the express condition that each payment is made in full on or before the relevant due date. If any payment is missed or if any payment is not made in full then the Landlord reserves the right to demand full payment of the total outstanding amount for all instalments immediately without further notice needing to be sent and if payment of the full amount is not received the Landlord would have the ability to terminate this agreement in accordance with the provisions of clause 5.
- 2 Pay to the Landlord's Agent the Tenancy Deposit against any breach by the Tenant of any of the terms of this Agreement and the Landlord is authorised to retain out of the Tenancy Deposit all rent owed to him and/or compensation for damage caused to the Building and/or compensation for any breach by the Tenant of any clause of this Agreement but not so that

the Tenancy Deposit shall at any time during the Term entitle the Tenant to set off the Tenancy Deposit against any liabilities arising under the terms of this Agreement.

- 3 Pay to the Landlord the reasonable cost of providing replacement keys for the Property.
- 4
 - a. Keep the interior of the Property together with all fixtures and fittings of the Property and the Landlord's Contents in good repair and condition and not to alter the Property or make any holes or affix anything to the walls ceiling and floors of the Property.
 - b. Not to damage any part of the Building and pay a fair and reasonable proportion, as determined by the Landlord acting reasonably of the expenses incurred by the Landlord in making good damage to the Room, the Property or the Building and/or replacing any fixture or fitting damaged therein which is caused by act or admission of the Tenant or any failure by the Tenant to observe or comply with his/her obligations under this Agreement.
 - c. Unless there is sufficient evidence to the contrary the expenses referred in Clause 4(b) above shall be apportioned as if
 - i. The Tenant caused all damage to the Room
and
 - ii. All of the Tenants of the Flat jointly caused any damage to the untenanted parts of the Flat
and
 - iii. All Tenants entitled to use the Common Parts of the Building caused any damage to the Common Parts of the Building
- 5 Permit at all reasonable times upon reasonable written notice of not less than 24 hours duration (save in case of emergency when as much notice as reasonably practicable shall be given) the Landlord's Agent and others authorised by the Landlord's Agent to enter into the Property for the purposes of inspecting and, where necessary, repairing and painting the Property or examining the state and condition of the Property or for any other reasonable purpose in connection with the management of the Property or the buildings of which the Property forms part.
- 6 Upon receipt from the Landlord's Agents of notice in writing specifying want of cleaning and restoration to the interior of the Property or of all loss of or damage to the Landlord's Contents that the Tenant shall be bound to make good then the Tenant shall immediately clean and restore or make good the same.
- 7
 - a. Keep the interior of the Property together with all fixtures and fittings of the Property and the Landlord's Contents in good repair and condition and not to alter the Property or make any holes or affix anything to the walls ceiling and floors of the Property.
 - b. Not to permit any other person to reside in or to occupy the Property.
 - c. Not carry on or permit to be carried upon the Property any business whatsoever.
 - d. PROVIDED ALWAYS that other Tenants of the Landlord may occupy the Property (excluding the Room).
 - e. PROVIDED ALWAYS that the Tenant may be able to cancel the remaining term of this Agreement should he find a replacement tenant for the balance of the term and on the same terms as this Agreement (including the provision for a guarantor if appropriate) subject to (i) approval by the Landlord (such approval not to be unreasonably withheld)

and (ii) the Tenant not being in arrears of any of the payments due under this Agreement.

- 8 Not to bring into the Property or use on the property any gas paraffin electric or other oil burning apparatus any candles nor inflammable combustible materials or any chip pan or deep fat fryer.
- 9 Not do or permit to be done in the Property any act which may be a nuisance or cause damage or inconvenience to the Landlord or to the other occupiers of the Building or any adjoining property or which may invalidate any insurance of the Building or of the Landlord's Contents against fire or otherwise, such policy being available from the Landlord's Agents.
- 10 Not place or exhibit any notice whatsoever on any part of the Building.
- 11 Not to bring into the Property any bicycles, bird, fish or any animal and not to leave anything in any entrance or other common part of the Building.
- 12 Not make or have made any duplicate keys to the Property nor replace nor add any new locks to the Property.
- 13 Not misuse or tamper with the fire alarm system and fire safety appliances and equipment in the Building and not obstruct any fire doors or fire exit routes or disconnect automatic door closures.
- 14 Permit the Landlord's agent to enter upon the Property to show the same to prospective tenants upon prior notice being given to the Tenant.
- 15 Deliver up to the Landlord the Property and the Landlord's Contents of the Property at the expiration or sooner determination of the tenancy in such good condition cleanliness and complete repair as aforesaid so that the Property is ready for immediate re-occupation.
- 16 If any of the Tenant's belongings have not been removed from the Property at the expiration of the tenancy pay the Landlord damages at a daily rate to compensate for the cost of storage or disposal of those belongings until the Tenant shall have removed all such goods PROVIDED ALWAYS that after the end of the tenancy the Landlord may remove any remaining items of the Tenant and after 14 days written Notice to the Tenant at his last known address (other than the Property) dispose of them for the Tenant subject to offsetting the cost of storage and disposal of these items.
- 17 Hand over to the Landlord or his agents by 10.00 hrs on the last day of the tenancy (howsoever ended) all keys to the Room, Property and Building, PROVIDED ALWAYS that if the keys are not handed over by the Tenant to the Landlord or his Agents by the end of the last day of the Term the Tenant shall be assumed thereafter to have given up his right to occupy the Room and the Property from the expiry of the last day of the Term if at that date the Tenant is not physically occupying any part of the Property PROVIDED ALSO that for the purposes of this sub-clause the fact that any of the Tenant's belongings may at the expiry of the Term still remain at any of the Property shall not in itself be deemed to be physical occupation of any part of the Property by the Tenant.
- 18 Not leave the Property unoccupied for any period whatsoever without locking and securing all doors and windows.
- 19 Within 7 days of a demand from the Landlord provide a fully completed certificate of exemption in respect of council tax or otherwise reimburse the Landlord for the council tax demanded by the Council and pay all other charges or assessments which may become payable in respect of the Property or by its occupier (including but not limited to television licence fees, charges for the use of a telephone (if any) in the Property).
- 20 Agree to adhere to and obey the Rules and Regulations of the Building as may be varied from time to time and notified to the Tenant or exhibited at the main office of the Building.

- 21 If the Rent or any part of it is unpaid for 14 days after becoming payable (whether demanded or not) pay to the Landlord interest calculated on a day to day basis at the rate of 3% above the base rate of the Bank of England from time to time upon all rent due to the Landlord under the terms of this Agreement.
- 22 To indemnify the Landlord and the Landlord's agent against all liabilities and expenses incurred howsoever arising from any breach on the part of the Tenant of this Agreement and in particular pay upon demand to the Landlord all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in connection with proceedings relating to the recovery of arrears of rent or arising from any breach of the Tenant's obligations under this Agreement and to indemnify the Landlord and the Landlords Agent in respect of any damage caused to the building (however caused) during the term of this Agreement.
- 23 Not to smoke anywhere within the residence, including bedrooms, lounges, hallways, corridors, stairwells, communal areas and internal courtyards.
- 24 Not park or leave unattended a motor vehicle either on the Property or on a public highway within a 500-metre radius of the Property, unless the Tenant is a registered disabled person.

3. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:

That the Tenant paying the rent and observing and performing his obligations under the Agreement may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or Agent.

4. IN CONSIDERATION OF THE LANDLORD ENTERING INTO THIS AGREEMENT, THE GUARANTOR AGREES WITH THE LANDLORD AND THE TENANT THAT:

- a. He guarantees the payment by the Tenant to the Landlord of the Rent and any other monies payable under this Agreement and the performance and observance by the Tenant of the terms and provisions of this Agreement.
- b. If the Tenant shall default in the payment of the Rent or any other monies payable under the said Agreement he will upon written demand by the Landlord immediately pay the Rent and any other monies that shall be due to the Landlord or its Agents under this Agreement, but the Guarantor accepts no legal or moral responsibility for any other person.
- c. This Guarantee shall continue in effect until all sums whatsoever payable by the Tenant under the Agreement have been paid in full and this Guarantee shall not be terminated by the death or bankruptcy of the Tenant.
- d. Any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent when it falls due and any time which may be given to the Tenant by the Landlord to comply with any part of the Agreement shall not release or exonerate the Guarantor or in any way affect the liability of the Guarantor under this Agreement.
- e. This Guarantee shall constitute the Guarantor as principal debtor.

5. THE LANDLORD IS ENTITLED TO TERMINATE THIS TENANCY AGREEMENT AND OBTAIN A COURT ORDER TO ENTER THE PROPERTY AND EVICT THE TENANT IF:-

1.
 - a. Any instalment of rent is not received in full within 14 days of the date when the Landlord formally demands it after it has fallen due OR
 - b. The Tenant fails to comply with any of the Tenant's obligations under this Tenancy Agreement OR
 - c. The Tenant becomes bankrupt or an interim receiver of his property is appointed.

2. Termination of this Tenancy Agreement under clause 5.1 ends the Tenancy Agreement but does not release either party from any outstanding obligation to each other.

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT: -

1. Notwithstanding anything contained in this Agreement the Landlord shall be under no greater liability than the obligations involved in the common duty of care either to parties to this Agreement or to strangers to this contract who are permitted to enter into or use the building for accidents or injuries sustained or for loss or damage to goods or chattels in any part of the building whether arising from the negligence of the Landlord or that of any employee or agent of the Landlord.
2. If the Property shall at any time during the said term be destroyed or damaged by fire explosion or otherwise so as to be unfit for occupation and use in whole this Agreement shall forthwith end but without prejudice to the rights of the parties hereunder.
3. The Landlord shall not be liable to the Tenant by reason of and the Tenant shall make no objection or claim in respect of any noise vibration or disturbance that may be occasioned by the carrying out by the Landlord of any work or alteration or construction repair or maintenance to any part of the Building or to any adjoining or adjacent property nor shall the Tenant be entitled to object to any interference with the access of light and air to the Property caused by any such works or any alterations or additions to any property (including the Building) resulting therefrom.
7. Any notice under this Agreement shall be in writing and may be served upon the Tenant at the Property by hand or by registered post or recorded delivery and upon the Landlord at its address as noted in clause 11 below.
8. In this Agreement words importing the masculine gender shall include reference to the feminine gender and reference to the singular shall include the plural.
9. WHERE MORE THAN ONE PERSON is a party hereto as Tenant the expression "the Tenant" shall include all or any such persons and their liability in respect of the obligations on the part of the Tenant contained herein shall be joint and several.
10. This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 so far as applicable to the tenancy hereby created.
11. NOTICE under section 48 of the Landlord and Tenant Act 1987: The address for service of notices (including notices in proceedings) upon the Landlord is: @Model.Residence.Landlord, c/o Liberty Living Limited, 5th Floor, Peninsular House, 30-36 Monument Street, London EC3R 8NB.

7. THE DEPOSIT PROTECTION SERVICE

1. a. The Tenancy Deposit will be transferred to The Deposit Protection Service's (The DPS) Custodial Scheme within 30 days of the date of this Agreement, proof of which will be supplied to the Tenant by email, sent from The DPS.

The Tenant will be provided with the Prescribed Information, Terms, and Conditions of The DPS, within 28 days of their Tenancy Deposit being registered, the Landlord's Agent will provide this information by email.

- b. The DPS is administered by The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA. Telephone 0330 303 0030.
- c. At the end of the tenancy the Tenant should arrange with the Landlord's Agent a suitable time for a vacating inspection and any damages or other charges deductible from the Tenancy Deposit will be advised to the Tenant at this point. If the Tenant vacates without arranging an inspection, the Landlord's Agent will conduct the inspection in the Tenant's absence and confirm any deductions to the Tenant by email (where the Tenant has provided a valid email address).

- d. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (a) to (c) above.
- e. It is the Tenant's responsibility to inform The DPS of any change of Tenancy Deposit return address, telephone number or email address, during the tenancy period.

2.

- a. Deductions may be made from the Tenancy Deposit according to clauses within this Tenancy Agreement.
- b. A leaflet explaining how the Tenancy Deposit is protected by the Housing Act 2004 will be provided to the Tenant by Landlord's Agent.
- c. The procedure for returning a Tenancy Deposit to the Tenant at the end of the tenancy period is detailed below in clause (d). The procedure for instigating a dispute regarding deductions from the Tenancy Deposit at the end of the Tenancy is explained in clauses (e) to (j) below.
- d. When both parties agree how the Tenancy Deposit should be returned, in full or in part, the Landlord's Agent will advise The DPS of the Tenancy Deposit return amount and the Tenant will receive an email from The DPS with a link to follow to process their Tenancy Deposit return. This process takes place either after a vacating inspection with the Landlord's Agent, or shortly after the end of the Tenancy, and in both cases following receipt of written confirmation by the Landlord's Agent, usually by email, detailing any deductions from the Tenancy Deposit. Alternatively, either party can go online at www.depositprotection.com and initiate the Joint Deposit Repayment (JDR) Process, providing a vacating inspection has taken place and the results of which have been confirmed in writing.

An agent/landlord or a tenant can do this by logging into their account and selecting 'Request a Repayment'. The on-screen guidance will take them through the process of initiating a repayment. The DPS will then send a notification to the other party advising them to log in and respond to the claim.

In order to receive the Tenancy Deposit repayment, the Tenant will need to log-in to their online account or set one up, and confirm they are satisfied with the amount to be paid to them.

- e. In the event that the parties fail to reach an agreement on how some or all of the Tenancy Deposit should be repaid, they have the option to use the free Dispute Resolution Service (DRS). This service is operated by The DPS. The DRS is an evidence-based adjudication process, which will request both the Landlord and Tenant to supply documentary evidence of the claim against the Tenancy Deposit/disputed sum. In the event that a Landlord or a Tenant does not provide their consent for the Dispute to be resolved through the DRS Procedure, the Dispute must be resolved by the parties or through the courts.
- f. If a party obtains a Court Order against the Landlord or Tenant, The DPS will only release the Tenancy Deposit if the Court Order specifically refers to the Tenancy Deposit and/or the scheme administrator holding the Tenancy Deposit and includes a direction as to how much of the Tenancy Deposit is to be paid to the successful claimant. If the Court Order does not include a reference to the Tenancy Deposit, or to the scheme administrator, The DPS will be unable to release the Tenancy Deposit until either the Order is amended or a Third Party Debt Order is obtained.
- g. If either party has no current address for the other or the other fails to respond to the parties written notice requiring that the party be paid some or all of the Tenancy Deposit within 28 calendar days of the end of the Tenancy, the party may follow the Single Claim Process.

- h. Either party can instigate a dispute by indicating a disputed amount through The DPS website (or by paper form) and providing their agreement to use the DRS. There is an option to enter a disputed amount.
- i. Once The DPS have had notification of a dispute via a duly completed JDR Form (either online or on paper form), they will retain the disputed amount and issue a communication to both parties requesting they submit their evidence which must be provided to The DPS within 14 calendar days of the communication being issued. The Adjudicator will have 28 days from the date of receiving the file in order to make a decision based on the papers provided by the parties.
- j. All payments will be released from The DPS within 10 calendar days of; processing a Joint Custodial Deposit Repayment Form; of the date of the Decision; on receipt of a Court Order which includes a reference to the Tenancy Deposit.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information. The Tenant confirms he has been given the opportunity to examine this information.

The Tenant confirms by entering into this Agreement that the information above is accurate to the best of the Tenant's knowledge and belief.

8. JURISDICTION

- 1. Subject to the terms of clause 13.2, this Agreement shall be governed by, construed and take effect in accordance with the law of England and Wales and the courts of England and Wales should have jurisdiction to hear and determine any matters arising.
- 2.
 - a. Where the building is located in Scotland, notwithstanding the foregoing terms of this Agreement the following provisions shall apply:-
 - b. This Agreement creates a short assured tenancy within Part II of the Housing (Scotland) Act 1988 as amended by Part I of the Housing (Scotland) Act 2006 and the provisions for the recovery of possession by the Landlord in section 33 of the Housing (Scotland) Act 1988 apply accordingly AND the Landlord further gives notice to the Tenant that the tenancy may be brought to an end and possession of the Room and the Property be recovered on one or more of grounds 2, 8, 11 to 15 or 16 of Schedule 5 of the Housing (Scotland) Act 1988 or as otherwise permitted by the Housing (Scotland) Act 1988 prior to the expiry of the fixed term.
 - c. This Agreement shall be governed by, construed and take effect in accordance with the law of Scotland and the courts of Scotland should have jurisdiction to hear and determine any matters arising.

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