

ASSURED SHORTHOLD TENANCY AGREEMENT

Self-Contained Properties

Landlords/Agents should complete the details of the Tenancy in section A.

***Tenants are to sign and date page 16 and initial in the red box on each page.
Both tenants if double occupancy.**

SECTION A - DETAILS OF THE TENANCY

DATE: 30 October 2017

LANDLORD
Trinity Management Ltd
C/O Niche Homes Ltd

AGENT
Niche Homes Ltd
1 & 2 Northwest Business Park
Servia Hill
Leeds
LS6 2QH
Tel: 0113 2042906
Fax: 0113 2456604
Email: info@niche-homes.co.uk

TENANT/S
Joe Bloggs
123 Appletree Road
Grangertown
England
AB12 3CD

GUARANTOR
John Doe
123 Appletree Road
Grangertown
England
AB12 3CD

PROPERTY DETAILS:

Address: Trinity Hall, 100 Trinity Hall, Woodhouse Street, Leeds, West Yorkshire, LS6 2NY

The Property includes all contents and it is the Tenant's responsibility to ensure that contents are left in the same condition at the end of tenancy as that of the beginning of the tenancy. A check in and check out inventory will be carried out.

TERM: 52 Weeks

An initial fixed term starting on: 1st September 2017

and ending on: 30th September 2018

The tenancy will end on the end date if:

- a. the Tenant has by then vacated the Property and returned the keys to the Landlord; or
- b. the Landlord has served on the Tenant not less than two months' notice, expiring on the end date.

The tenancy may end before the end date if:

- c. the Landlord and the Tenant agree (in writing) that it should, see **clause 6.2**; or
- d. the Landlord terminates the tenancy in accordance with **clause 6** of this Agreement.

The Tenant's obligations continue beyond the end of the term if the Tenant stays in occupation.

DEPOSIT

£250 registered with DPS. Please check prescribed information.

To be held in accordance with **section D** of this Agreement.

(Please note £85.00 has been charged as an admin fee which is non-refundable).

RENT

Rent per week: **£165.00**

The total rental commitment for the initial fixed term of this tenancy agreement is **£8,580**

Rental payment details as previously agreed are stated below:

Rent Payment Date	Instalment of Rent Due
FIRST PAYMENT DUE 18 th August 2017	£715.00
1 st October 2017	£715.00
1 st November 2017	£715.00
1 st December 2017	£715.00
1 st January 2018	£715.00
1 st February 2018	£715.00
1 st March 2018	£715.00
1 st April 2018	£715.00
1 st May 2018	£715.00
1 st June 2018	£715.00
1 st July 2018	£715.00
1 st August 2018	£715.00

The Rent includes:

Electricity

Gas

Water

Internet

1st Payment required 2 weeks prior the start date of the tenancy.

Payment schedule Checked and signed by Management.

Sign.....

Print.....

RENT DAYS

To be paid on the first day of each calendar month. Late fees will apply for rents not paid on time.

PAYMENT METHOD

Standing Order or such other means of payment as the Landlord and the Tenant agree.

ADDITIONAL CHARGES

If all adult occupiers of the Property are students, they can claim exemption from Council Tax. If not exempt, the Tenant is liable to pay the Council Tax on the Property. It is the tenant's responsibility to inform the local council office of their student status, and an exception certificate will be provided. This can also be obtained online or at the local council offices.

If a bill is received by Niche Homes regarding Council Tax for your studio, you will be charged an administration fee of **£45.00**.

The Tenant is responsible for obtaining a TV licence if there is a television at the Property, even if the television belongs to the Landlord.

OTHER CHARGES

The Landlord will charge the Tenant:

- (a) a late payment administration charge of **£75.00** for each instalment of rent that is not made on the due date;
- (b) **£25.00** for each letter the Landlord sends to pursue rent arrears and/or charges made to the Tenant for damage to the Property;
- (c) **£25.00** for each payment which is rejected by the Tenant's bank.
- (d) **£25.00** for each payment where an incorrect reference is used. **See page 5 section 4.1**

KEY COLLECTION AND RETURN

At the start of the term the Tenant must collect the keys from a Niche Homes Ltd representative and returned at the end of the Term to Niche Homes Ltd representative, or by other means that Landlord and the Tenant agree.

Keys are not left at the property, so an appointment will be necessary.

SECTION B - LETTING TERMS

INTERPRETATION

1 In this Agreement:

- a. Provisions relating to the Property apply to every part of it, and to the contents, which include all items at the Property and the fixtures, fittings and decorations in the Property;
- b. "The Landlord" includes not just the person who initially let the Property, but anyone else who acquires the Property from the Landlord during the term;
- c. The headings and notes in this Agreement are for convenience only and are not part of its terms;
- d. The Landlord's rights in this Agreement may be exercised by the Agent and the Landlord's obligations may be delegated to the Agent, but ultimately it is the Landlord's responsibility to ensure that the Agent acts legally and responsibly, because the Landlord will be held responsible for the Agent's actions.

2 GRANT OF TENANCY

2.1 The Landlord lets the Property to the Tenant for the term at the rent and on the terms set out in this Agreement.

2.2 This is an Assured Shorthold Tenancy (**AST**) under the Housing Act 1988 (as amended). The Tenant is notified that the Landlord will be entitled to recover possession of the Property when the Term ends (**see clause 6**).

3 JOINT TENANCIES

3.1 If more than one person is named as the "Tenant", the tenancy shall be deemed to be a joint tenancy. The Landlord is entitled to treat the persons named as the "Tenant" as a group, and the Landlord is not obliged to deal with each person individually (although the Landlord may do so).

3.2 Each of the persons named as the "Tenant" can be held liable for all of the obligations imposed on the Tenant by this Agreement.

4. TENANT'S OBLIGATIONS

4.1 Pay Rent

The Tenant will pay the rent in advance instalments by the payment method on the specified rent days as agreed by the Landlord.

By standing order to the following account:

Bank: **RBS** Account name: **Niche Homes Ltd.** Account number: **10145334** Sort code: **16 29 20**

Please use reference: >ROOM< Property - >Surname<

4.2 Interest on late payment

If the Tenant fails to pay, within 10 days of the due date, any amount of rent or other sum payable to the Landlord under this Agreement, the Tenant will pay the Landlord interest on that amount at the Bank of England's base rate + 4%, calculated from the due date until payment and the interest will be payable within 10 days of the date of the Landlord's invoice for the interest.

4.3 Default charges

a. If the Tenant fails to comply with the Tenant's obligations, the Tenant will be liable to pay to the Landlord, in addition to any interest on late payment due under clause 4.2, the Landlord's proper and reasonable costs (including legal fees, court fees and other professional fees, VAT and out-of-pocket expenses) incurred in, or in contemplation of, enforcing the Landlord's rights and the Tenant's obligations in this Agreement;

b. These costs will be payable within 10 days of the Landlord's invoice, and if not paid will carry interest in accordance with clause 4.2. The Landlord may charge against the Deposit all sums to which the Landlord is entitled by this clause and by clause 4.2;

4.4 Outgoings

The Tenant will promptly pay:

a. The Council Tax in respect of the Property for the term (unless the Tenant is exempt); and television licence where a TV is in the property.

*Please note all charges for utilities and internet, during the Term is inclusive of the rent.

4.5 Use of the Property and Contents

The Tenant will:

a. Use the Property and the contents carefully and properly, will not cause any damage, and will keep the inside of the Property, and the contents, in as good a condition as they were in at the start of the term, with all the contents returned to their original positions at the end of the term;

b. Not make any alterations to the Property, or additions to it, (and this includes hanging baskets, window boxes and other decorative fixtures, external aerial and satellite dish or installing cable television);

c. Not decorate the Property; or hang pictures, mirrors or make holes in the walls or stick anything for any decorative purposes, walls that are marked or damaged will be charged to the Tenant to make right;

d. Take reasonable precautions to prevent water leaks in or from the Property, not block or put harmful, toxic or damaging substances into the sinks, baths, lavatories, cisterns or waste or soil pipes in the Property or allow them to overflow, and not leave the Property unoccupied when external temperatures are likely to fall below 3°C without keeping the Property properly heated to prevent damage by freezing;

e. Not bring any dangerous substances onto the Property or do anything which would be expected to invalidate the Landlord's insurance of the Property, or entitle the insurers to refuse a claim or increase the premium;

f. Not do anything at the Property which is illegal or is a nuisance, disturbance or annoyance to other Tenants or those in the neighbourhood, and will follow the “**how to be a good neighbour**” code as per the **Tenants handbook**, and the Tenant will be responsible for the actions of anyone who is in the Property with the Tenant's permission;

g. Not leave the entrance of the Property unlocked or windows open when there is nobody present or leave the Property unoccupied for more than **14 days without notifying the Landlord**;

- h. Not add any locks or change any of the locks of the Property or have any duplicate keys made without the Landlord's prior written permission, which will not be unreasonably withheld, and return all keys to the Property at the end of the term;
- i. Not keep any kind of animal;
- j. Not hang any clothes or other articles outside the dwelling except for hanging clothes to dry in any garden or yard at the Property which is suitable for the purpose;
- k. Not display any notices that are visible from outside the Property;
- l. Not store any of the contents in any cellar or outbuilding from the Property;
- m. Pay for any contents which are damaged, destroyed or lost during the Term and pay for any components of the Landlord's gas, electrical, heating or other appliances which become defective due to misuse;
- n. Promptly notify the Landlord if any glass is broken and pay for the damage if it was caused by the Tenant or by anyone at the Property with the Tenant's permission;
- o. promptly, fully and accurately notify the Landlord of any disrepair at the Property for which the Landlord is responsible, and pay any wasted call-out charges that the Landlord proves they have incurred as a result of the Tenant agreeing an appointment (made by the Landlord in writing) for workmen to attend and then failing to keep it or failing to allow access at the appointed time. In the case of disrepair, the Tenant agrees to comply with the Disrepair Protocol 1993. In the case of the alleged failure of the Landlord to maintain or carry out repairs, then three days after the first notice to the Landlord to repair, the Tenant agrees he must communicate with the Landlord, listing clearly the repairs required, and the communication must be sent by: a. recorded delivery to the landlord or b. by fax or c. by email. Evidence of the above 3 mode communication is the only agreed acceptable communication method and the Tenant(s) must keep records of evidence;
- p. Show proper consideration for others in the building and the neighbourhood and, if keeping a car at the Property, not to miss use the car park, sound the car's horn without due course, rev the engine, or slam the doors late at night;
- q. Ensure that rubbish does not accumulate at the Property, and put all waste in communal bins provided on collection days;
- r. Where possible, provide a crime reference number to the Landlord if the Tenant claims that any damage was not caused by the Tenant or anyone at the Property with the Tenant's permission;
- s. Not bring any pedal bike, motor vehicle or motor vehicle parts indoors;
- t. No not smoke inside the property or any communal area, only in designated smoking areas outside the building can be used;
- u. Clean all the windows inside at least once in every two calendar months of the Term and at the end of the Term;
- v. Use the extractor fans available to stop any build-up of mould and condensation, and clean any extractor fans inside the premises once in every two calendar months of the term and at the end of the term.

4.6 Allow entry by the Landlord

The Tenant will allow the Landlord (and anyone, within reason, whom the Landlord has authorised) at all reasonable times of the day during the term, on not less than 24 hours' prior notice (or at any time without notice in an emergency) to enter the Property where reasonably required for the purpose of:

- a. Any repairs or maintenance for which the Landlord is responsible; and the Tenant will be liable to pay any wasted call-out charges that the Landlord proves they have incurred as a result of the Tenant agreeing an appointment for workmen to attend, and then failing to keep it or failing to allow access at the appointed time;
- b. Examining the state and condition of the Property and/or the contents;
- c. Carrying out any cleaning, maintenance or repair for which the Tenant is responsible, but has failed (after being given proper notice under **clause 4.7**) to do;
- d. Allowing access to the Property to prospective Tenants and keeping the Property presentable, clean and tidy for viewings as 24 hours' notice can be given. The Tenant must not to purposely misrepresent the Property, Landlord, Agent or services to the property.

4.7 Notice to remedy breach

a. If the Landlord gives the Tenant written notice requiring the Tenant to rectify any breach of the Tenant's obligations, the Tenant will ensure compliance within the timescale specified in the notice (which may be immediately). If the Tenant does not comply within the specified timescale, then the Landlord (using workmen if required) shall be entitled to enter the Property on giving 24 hours' notice (or no notice in an emergency situation) and carry out all work reasonably necessary to achieve compliance. The Landlord will then be entitled to recharge the proper and reasonable costs of the work that has been done to the Tenant, including callout charges which the Landlord incurs if the Tenant refuses access or fails to keep an appointment after being given proper notice.

4.8 Tenancy not to be transferred

- a. The Tenant will not transfer this tenancy or sublet, charge or part with or share possession of the whole or any part of the Property, take in lodgers, or share occupation of the Property with any person, other than those agreed on this Agreement (**Double Occupancy) or up to 1 guest for a maximum stay of 7 consecutive nights at any one time, up to 2 times per term;
- b. If any occupier wishes to leave the Property before the end of the term, the Tenant should follow this procedure:

Double Occupancy

- a. The leaver should agree with the other occupier on a suitable replacement resident, if one can be found;
- b. The leaver should agree with the remaining occupier what she/he is liable to pay for, or contribute towards (including rents or any damage) and make appropriate payment arrangements;
- c. If no suitable replacement can be found, the remaining occupier should make sure the leaver continues to pay their share of the rent and other charges, and will leave appropriate contact details and bank information;
- d. If a suitable replacement is found, the leaver, the remaining occupiers and the replacement should agree how rent and other charges should be apportioned among them and ask the Landlord to prepare a new tenancy agreement for the remainder of the term;
- e. All parties should agree how the leaver's share of the Deposit should be dealt with, and the Landlord should notify any change in the Tenant's details to the scheme administrator;

f. The replacement occupier pays the Landlord a sum equal to the leaver's share of the Deposit, to be held in accordance with the rules of the Deposit Protection Scheme set out in section D of this Agreement.

Single Occupant

- a. The leaver should agree with the Landlord on a suitable replacement resident, if one can be found then the new Tenant will take over the responsibilities of the property;
- b. If no suitable replacement can be found, then the rent has to be paid in full for the remaining of the Term by existing resident.

Also See 6.2 Tenant's rights of Termination

4.9 Private residential use only

The Tenant will not carry on any business whatsoever at the Property but will use it only as a private residence and place of study for the Tenant.

4.10 Notices

The Tenant will promptly give to the Landlord or the Agent a copy of any notice, order, or legal proceedings relating to the Property received by the Tenant from any local or public authority or other party.

4.11 At the end of the Term

The Tenant will at the end of the Term (however and whenever it ends);

- a. Ensure that the Property is completely clean and tidy and is in the condition required by these Terms; and
- b. If requested, attend an inspection of the Property to be carried out by or on behalf of the Landlord;
- c. Give the Landlord vacant possession of the Property by 12pm (this includes removing all the Tenant's possessions);
- d. Hand to the Landlord or the Agent all keys to the Property by 12pm;
- e. Cancel their Standing Order once their final month's rent has been called for. We will charge an administration fee of £45 for returning rent that has been paid in error.

5. LANDLORD'S OBLIGATIONS

5.1 Implied obligations

Many of the Landlord's obligations are imposed by law. These implied obligations are binding, even though they may not be expressly referred to in this Agreement. A solicitor, the students' union or a citizens' advice bureau can be asked to advise Landlords or Tenants about the Landlord's implied obligations, which include (among other things) an obligation to:

- a. Have all gas appliances at the Property checked and certified annually;
- b. Ensure the electrical wiring at the Property is satisfactory;

c. Be licensed if the Property houses 5 or more people from 2 or more households on 3 or more floors (and comply with the conditions of the licence and the additional regulations that apply to HMO licence holders).

5.2 Not to interrupt Tenant's occupation

a. The Landlord will give the Tenant exclusive uninterrupted occupation of the Property during the Term for as long as the Tenant complies with the Tenant's obligations in this Agreement.

b. The Landlord will not carry out any works at the Property unless;

- i. the Landlord has an obligation to carry them out in this Agreement, or
- ii. the Tenant has agreed that the works may be carried out.

5.3 Main Repairs and Cleaning

The Landlord will:

a. Keep in good repair and decoration the structure and exterior of the Property (including drains, gutters and external pipes and any outbuilding, garden, boundary fence, hedge or boundary wall);

b. Keep in repair and proper working order the installations at 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 unless they are covered by (c), (d), or (e) below);

c. Keep in repair and proper working order the installations in the Property for space heating and heating water; and

d. Keep all mains electrical equipment provided with the Property safe and correctly installed and maintained;

e. Comply with all relevant legislation affecting the Property or its occupiers

f. Ensure that at the start of the tenancy the Property is in good, clean and tenantable condition but this does not include remedying any damage caused by the Tenant unless (i) the cost is met by insurance or (ii) the cost is met by the Tenant or (iii) the Landlord has a statutory obligation to repair immediately.

5.4 Damage to the Property, and insurance

a. The Landlord will:

i. arrange for the Property (but not the Tenant's possessions unless stated that it is included within the rental figure in Section A of this Agreement) to be insured; and

ii. use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as practicable; and

iii. explain the main Terms of the insurance policy to the Tenant, if requested

but (ii) will not apply if the insurers refuse to payout the policy monies because of anything the Tenant (or any person at the Property with the Tenant's consent) has done or failed to do in breach of the Tenant's obligations under this Agreement.

b. If the Property at any time is uninhabitable or inaccessible, the Landlord is not obliged to re-house the Tenant while repair work or rebuilding is being done, but the Landlord will:

- i. refund to the Tenant any rent (or a fair proportion according to the extent and nature of the damage) already paid by the Tenant for the period between damage and restoration; and
- ii. suspend or reduce any further payments of rent falling due in this period, in a fair and reasonable way, depending on the nature and extent of the damage

PROVIDED that neither the Tenant nor any person at the Property with the Tenant's permission caused said damage or invalidated the Landlord's insurance.

c. If the Property is damaged so as to be completely uninhabitable or inaccessible, and it is unlikely (in the opinion of a reasonable person) to be fit for habitation and use before the end date, the Tenant shall be entitled to give written notice to the Landlord terminating this Agreement. Termination of the Agreement under this clause will not affect the Landlord's right to claim against the Tenant for any breach of the Tenant's obligations arising before the Property became uninhabitable, nor will termination affect the Tenant's right to claim a refund of any prepayments which relate to a period after the damage occurred. The Tenant's rights in this clause only apply if neither the Tenant, nor any person at the Property with the Tenant's permission, caused the damage or invalidated the Landlord's insurance.

5.5 Approved code of standards

Where the Landlord has represented to the Tenant that the Landlord and the Property comply with an approved code of standards, the Landlord will comply with it.

5.6 Deposit

a. The Landlord will arrange for the Deposit to be placed in an approved Deposit Protection Scheme within 30 days of receipt of this signed agreement, and will arrange for it to be refunded to the Tenant once the Tenant has vacated the Property at the end of the Term (however it ends).

b. The Landlord shall be entitled to claim from the Deposit:

- i. any unpaid rent;
- ii. the cost of remedying breaches of any of the Tenant's obligations under this Agreement (including interest, unpaid costs and fees); and
- iii. compensation for the Tenant's use and occupation of the Property if the Tenant fails to vacate on the due date.
- iv. proper and reasonable administration charges (minimum £10) where the Landlord makes a deduction from the deposit; and
- v. the Landlord's proper and reasonable fees incurred in enforcing any of the Tenant's obligations in this Tenancy Agreement (including solicitor's fees, court fees, and bailiff's fees and VAT)

c. The Landlord is required by law to give the Prescribed Information which the to the Tenant within 30 days of receiving the signed agreement.

5.7 Invoice for charges

- a. The Landlord is not required to invoice for the rent, which is due on the scheduled payment days whether it has been formally demanded or not.
- b. The Landlord will invoice the Tenant for any charges other than rent which are payable under this Agreement, and the invoice will give the Tenant 10 days from the date of the invoice in which to pay.

5.8 Address for service

For the purposes of sections 47 and 48 of the Landlord and Tenant Act 1987, the Landlord's address for service of all communications, including the service of legal proceedings is:

Niche Homes Ltd, 1 & 2 Northwest Business Park, Servia Hill, Leeds, LS6 2QH

6. TERMINATION OF THIS AGREEMENT

6.1 Landlord's rights of termination

- a. The Landlord is entitled to apply for a court order to evict the Tenant and/or any other person at the Property with the Tenant's permission:
 - i. before or after the end date after serving a notice under section 8 of the Housing Act 1988 and stating one or more of the grounds listed in Schedule 2 of that Act;
 - ii. on the end date after giving the Tenant not less than two months' notice under section 21 of the Housing Act 1988, requiring the Tenant to give up possession of the Property on the end date;
 - iii. after the end date and after giving the Tenant not less than two months' notice under section 21 of the Housing Act 1988, requiring the Tenant to give up possession of the Property on the day before a rent day.

6.2 Tenant's rights of termination

- a. At the end of the initial fixed term, the Tenant is entitled to terminate this Agreement by vacating the Property and returning the keys to the Landlord on the end date.
- b. After the end of the initial fixed term, the Tenant is entitled to terminate this Agreement by giving to the Landlord at least one calendar month's written notice to expire at any time after the end date.
- c. Before the end of the initial fixed term, the Tenant is not entitled to terminate this Agreement early unless the Tenant finds a replacement occupier who is reasonably acceptable to the Landlord. The following conditions apply to any early release of the Tenant from this Agreement:
 - i. the Tenant must make payment for, or put right to, the Landlord's reasonable satisfaction, all subsisting breaches of the Tenant's Obligations before the replacement occupier moves into the room;
 - ii. the replacement occupier must sign an agreement in similar terms to this one, for a period lasting at least until the end date;
 - iii. the Tenant must pay the Landlord £75 for preparing a new tenancy agreement and checking the inventory;

iv. a £95.00 fee to clean the Property if the tenancy ends before the tenancy end date as set out in section A page 2 of this agreement (only applies to double occupancy if both Tenants leave);

v. the Landlord and the Tenant must agree refunds and deductions from the Deposit, and sign the Deposit repayment forms;

vi. the replacement occupier must pay the Landlord a sum equal to the Deposit, to be held in accordance with the rules of the deposit protection scheme set out in section D of this Agreement;

vii. it is the existing Tenant's responsibility to find a suitable replacement Tenant as outlined by the criteria set out by the Landlord. If the Landlord finds a replacement Tenant a £150 administration fee will be invoiced by the Landlord.

6.3 No refunds if Landlord not at fault

If the Tenant vacates the Property before the end date

a. The Deposit will be allocated according to the Deposit Protection Scheme rules set out in section D of this Agreement;

b. The Landlord has no other obligation to refund any pre-payments made by the Tenant unless the reason the Tenant vacates is because the Landlord is in serious or persistent breach of the Landlord's obligations in this Agreement;

c. Refunds of pre-payments of rent will only be refunded if the existing Tenant finds a suitable replacement Tenant as outlined by the criteria set out by the Landlord; if no replacement is found pre-payments will not be refunded.

6.4 Effect of termination

Termination of this Agreement ends the term but does not release the Tenant from any claim the Landlord may have against the Tenant for breach of the Tenant's obligations in this Agreement.

Terms & Fees

a. Tenant/s shall not leave the property and tenancy without the agreement of the Landlord either via email or in writing;

b. The property shall not be left without the keys being handed back to a representative of Niche Homes Ltd and the check-out procedure being followed. A £50 fee will be taken from the deposit for any unreturned keys;

c. A **£95.00** fee to clean the Property if the tenancy ends before the tenancy end date as set out in section A page 2 of this agreement (only applies to double occupancy if both Tenants leave);

d A **£75.00**. administration cost if the tenancy ends before the tenancy end date as set out in section A page 2 of this agreement (only applies to double occupancy if both Tenants leave);

e. It is the existing Tenants responsibility to source and find a suitable replacement Tenant as outlined by the criteria set out by the Landlord. If the Landlord finds a replacement Tenant a **£150** administration fee will be invoiced by the Landlord;

f. rental arrears will not be paid by using the deposit, as outlined in section D. All rental arrears will be paid before the property is vacated; unless the Tenant and Landlord have a written agreement detailing otherwise;

g. All payments must be paid before the Property is vacated;

h. The existing agreement will not be terminated until the new Tenancy Agreement has been signed and the Landlord is satisfied that the Tenants obligations has been fulfilled.

6.5 Notices

Notices given for the purposes of this Agreement must be in writing (which, apart from service of legal proceedings, includes email) and shall be validly served;

i) on the Tenant if left at the Property addressed to the Tenant, or sent by first class post to the Tenant at the Property, or at the home address the Tenant gave to the Landlord before this Agreement, or at such other address as the Tenant may have notified to the Landlord;

ii) on the Landlord if hand-delivered or sent to the address given for the Landlord or the Agent on the first page of this Agreement or such other address as the Landlord or the Agent may subsequently have notified to the Tenant.

7. STUDIO APARTMENTS

7.1 Where the Property is part of a larger building or complex, the Tenant's obligations set out in **clause 4.5** apply also to the shared parts of that building or complex.

7.2 If the Property is held by the Landlord on lease the Landlord will comply with its obligations in the lease and will use reasonable endeavours to enforce the Superior Landlord's obligations in the said lease.

7.3 Where damage is caused to a complex or building of which the Property forms part and it is not possible for the Landlord to identify who caused any damage to the shared areas, the Landlord shall be entitled to charge a fair and reasonable proportion of the cost of repairing the damage among the Tenants in that building or complex, and the Tenant will pay their share of the costs to the Landlord within 14 days of the Landlord's invoice. This clause does not apply to damage caused by fair wear and tear or by an insured risk so long as the insurer does not refuse to pay because of a breach of the Tenants' obligations.

SECTION C - SPECIAL LETTING TERMS

[NOTE: Use this space for any special Terms which the Landlord and the Tenant have agreed to]

SECTION D - THE DEPOSIT AND THE DEPOSIT PROTECTION SCHEME

THE LANDLORD AND THE TENANT SHOULD ENSURE THAT THE DETAILS IN THE ATTACHED DOCUMENTATION ARE COMPLETED, AND THE LANDLORD SHOULD ATTACH A COPY OF THE DPS SCHEME RULES, BEFORE SIGNING THIS AGREEMENT.

Please refer to the attached PI form which needs to be checked, signed, and returned along with this agreement.

It is the Tenant’s responsibility to update the Landlord and DPS of any changes to email or telephone numbers.

A forwarding address will be required for the return of the Deposit by the DPS.

There is no time frame in which the Deposit has to be requested for release; this will be done once the Landlord is satisfied that there is no reason for use of Deposit.

Please note that the deposit will not be used for rental arrears unless agreed by the Landlord.

Please keep the terms and conditions, hand book and DPS chart for your reference, and always keep your **repayment and deposit ID** (these will be emailed from the DPS) as these will be required at the end of the tenancy. **NB** the Deposit is no longer the Landlord’s responsibility once the Deposit has been requested for release from the DPS.

Please visit www.depositprotection.com for further information.

SIGNED AND DATED by or on behalf of

The Landlord/Agent

..... DATE.....

SIGNED AND DATED by the Tenant

Tenant

..... DATE.....

DISCLAIMER: This Tenancy Agreement has been developed by Niche Homes Ltd, in consultation with students' and Landlords' representatives. It is designed to be used for letting a studio apartment to students. It is not suitable for institutional tenancies. It is for Tenants to ensure that it meets their needs before they use this agreement, and to take professional advice if in doubt.

Niche Homes Ltd is a Company limited by guarantee. Registered in England and Wales No 07066997.

GUARANTOR COVENANT

The Property Address is: **Trinity Hall, 100 Trinity Hall, Woodhouse Street, Leeds, West Yorkshire, LS6 2NY**

The Tenant (s) are: Joe Bloggs

The Landlord (s) are: Niche Homes Ltd

I John Doe of 123 Appletree Road, Grangertown, England, AB12 3CD, will act as guarantor for the tenants on the tenancy which they are a party to with the landlord on the above property. I will be responsible for all covenants and obligations mentioned in this tenancy should the tenants fail to perform on any covenants or obligations mentioned in this tenancy. I accept and understand as a guarantor that I will be liable until and up to the period the tenants convey vacant possession of let property to the landlord. For avoidance of doubt this includes a period after the fix term of the tenancy until the period the tenants deliver vacant possession of the let property **Trinity Hall, 100 Trinity Hall, Woodhouse Street, Leeds, West Yorkshire, LS6 2NY**. This includes but is not limited to the covenant to pay the rent that will arise under the aforementioned assured short/hold tenancy agreement time to time. I confirm I have read and have been provided with a copy of the tenancy and I am fully aware of all the obligations and covenants that apply to me.

SIGNED by the GUARANTOR (S):

PRINT NAME:

DATED:

WITNESS to the signing of the documents:

NAME:

ADDRESS:

OCCUPATION:

SIGNATURE:

I have seen, reviewed and accept this covenant from the above guarantor.

LANDLORD SIGNATURE:

DATE: