

**FIXED TERM ASSURED SHORTHOLD TENANCY AGREEMENT**  
**(single room in shared building)**

**THIS AGREEMENT** is made on the [REDACTED] day of [REDACTED] 20[REDACTED]

**PARTIES:**

- ( 1 ) **LANDLORD NAME** of **LANDLORD ADDRESS** (the "Landlord"); and
- ( 2 ) **NAME (ID NUMBER)** of **PERMANENT HOME ADDRESS** (the "Tenant").

Each a 'Party' and together the 'Parties'.

The address of the Building subject to this Agreement is:

**ROOM NUMBER, PROPERTY ADDRESS** (the "Building")

**THIS AGREEMENT FORMS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND THE TENANT.**

**ALL PARTIES ARE ADVISED THAT THEY SHOULD TAKE TIME TO REVIEW THE CONTENTS OF THIS AGREEMENT AND WHERE IN DOUBT OBTAIN INDEPENDENT LEGAL ADVICE AND CLARIFICATION BEFORE SIGNING THIS AGREEMENT. ADVICE CAN BE SOUGHT FROM NOTTINGHAM TRENT STUDENT UNION INFORMATION ADVICE SERVICE: <http://www.trentstudents.org/ias>**

**BY SIGNING THIS AGREEMENT, THE TENANT CONFIRMS RECEIPT OF THE GOVERNMENTS GUIDE FOR TENANTS "How to Rent - the Checklist for Renting in England" WHICH IS ANNEXED TO THIS AGREEMENT AND AVAILABLE AT**

**[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/496709/How\\_to\\_Rent\\_Jan\\_16.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/496709/How_to_Rent_Jan_16.pdf)**

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

- |                   |  |
|-------------------|--|
| "Agent"           | means the Landlord's letting agent known as Trent Lets, C/O Nottingham Trent University, 50 Shakespeare Street, Nottingham, NG1 4FQ or such other person or company engaged by the Landlord from time to time to let or manage the Building; |
| "Common Parts"    | means the parts of the Building set out in Part 2 of Schedule 1;   |
| "Fixed Term"      | means the fixed term specified at clause 4.1 of this Agreement;  |
| "Landlord"        | means the person who is entitled to the immediate reversion of the Tenancy and anyone who becomes entitled, by law or otherwise, to receive the rent payable under this Tenancy;   |
| "Other Let Rooms" | means the room or rooms at the Building;   |

- a) not forming the Room or the Common Parts; and
- b) which have been let by the Landlord on terms granting exclusive possession of that room or rooms to a person other than the Tenant.

“Room” means that part of the Building set out in Part 1 of Schedule 1;

“Tenancy” means the tenancy created by this Agreement;

- 1.2 A reference to one gender shall include a reference to the other gender.
- 1.3 A reference to a statute (e.g. an Act of Parliament such as the Landlord & Tenant Act 1985) or statutory provision (e.g. a section of an Act - for example section 11 of the 1985 Act) is a reference to it as it is in force for the time-being taking account of any amendment, extension or re-enactment of the law concerned.
- 1.4 References to clauses are to clauses of this Agreement.
- 1.5 References to schedules are to schedules of this Agreement.
- 1.6 A reference to the Building in this Agreement includes the Room, the Common Parts and their contents unless expressly stated otherwise.
- 1.7 The Landlord’s rights created by this Agreement may be enforced by the Agent and the Landlord’s obligations may be performed by the Agent.

## **2. GRANT OF THE TENANCY**

- 2.1. Landlord lets the Room to the Tenant for the Fixed Term.
- 2.2. This agreement creates an assured shorthold tenancy under Part I of Chapter II of the Housing Act 1988.

## **3. THE BUILDING AND THE CONTENTS**

- 3.1. The Tenant is entitled to the exclusive possession of the Room.
- 3.2. The Tenant is entitled to make use of the Common Parts in common with the Landlord, the tenants of the Other Let Rooms and any other person authorised by the Landlord.
- 3.3. For the avoidance of doubt nothing in this Agreement shall grant the Tenant a right use or occupy the Other Let Rooms.
- 3.4. The Landlord or Agent, on behalf of the Landlord, must provide the Tenant with such information about the Building, the Building’s installations and any services provided to the Building as is reasonably necessary to enable the Tenant to comply with the obligations contained in clause 7 (Tenants Obligations) of this Agreement.
- 3.5. Where the Building is part of a larger building or complex the Tenant's obligations set out in clause 7 apply also to the shared parts of that building or complex.
- 3.6. The Landlord agrees to carry out an inventory and/or report of condition of the Building prior to the Fixed Term and provide it to the Tenant.
- 3.7. The Tenant must notify the Landlord in writing of any amendments to the inventory and/or report of condition within 14 days of the start of the Fixed Term. Unless such notice is provided, the Tenant shall be deemed to have accepted the inventory and/or report of condition as a full and accurate record of the condition of the Building and its contents.

## **Damage**

- 3.8. Subject to clause 3.8, all the tenants at the Building are jointly and severally liable for the use of the Building. In the event that damage occurs to the Building, the Landlord (or Agent on behalf of the Landlord) will recover the cost of repair from the tenant who caused the damage provided that the Landlord is reasonably satisfied that tenant caused the damage. However the Landlord reserves the right to recover the cost of repair equally from all tenants at the Building, or divide the cost of the repair over the tenants in a reasonable manner, provided that the Landlord is reasonably satisfied that it cannot identify or cannot recover the cost of repair from the tenant who caused the damage.
- 3.9. The Tenant shall not be responsible for the cost of repairing damage to the Other Let Rooms except where such damage has arisen due to the act or omission of the Tenant or anyone at the Building with the Tenant's permission.
- 3.10. If the Tenant claims that any damage to the Building was not caused by the Tenant or anyone at the Building with the Tenant's permission, the Tenant must, where possible, provide a crime reference number to the Landlord.

## **4. THE FIXED TERM**

- 4.1. The Tenancy created by this Agreement:  
begins on: [insert date]  
and  
ends on: [insert date] (the "Fixed Term")
- 4.2. The Landlord reserves the right to recover possession of the Room at the end of the Fixed Term.
- 4.3. The Tenant must collect the keys to the Room (and such keys to the Building as may be required to gain access to the Room and the Common Parts) from the Landlord at the beginning of the Fixed Term and return all such keys to the Landlord at the end of the Fixed Term.

## **5. THE RENT AND OTHER CHARGES**

- 5.1. Subject to clause 5.3, the total rent payable for the Fixed Term of this Agreement is [£ ] (the "Rent").
- 5.2. The Rent shall be apportioned on a daily basis and shall be paid by the Tenant in advance in instalments on the following days in each year:  
**INSERT PAYMENT SCHEDULE**  
(together the "Payment Days" and each being a "Payment Day")
- 5.3. Where the commencement of the Fixed Term is not a Payment Day the Tenant shall make an additional payment to the Landlord on or before the first day of the Fixed Term and this additional sum shall be [£ ] [being the proportion, calculated on a daily basis, in respect of the period beginning on the first day of the Fixed Term and ending on the day before the next Payment Day] (the "Initial Payment").
- 5.4. The Initial Payment must be paid by cash, bank transfer or Western Union payment on or before the first day of the Fixed Term.
- 5.5. The Rent must be paid by standing order/direct debit/cash (the "Payment Method").
- 5.6. The following charges are included in and payable as part of the Rent and the Initial Payment:
  - Water and sewerage charges;
  - Gas;

- Electricity;
- Telephone land line rental;
- Broadband.

Insert fair usage clause if applicable Insert fair usage clause if applicable (NB if the landlord is providing a fair usage clause then it must also include that they'll update the tenant on their usage throughout the year, so they're not surprised if they have exceeded usage by the end of the contract).

- 5.7. The Landlord or Agent may charge the Tenant the following charges which are not included in the Rent:
- 5.7.1. £30 for a late payment administration charge for each Rent instalment which is not made on the applicable Payment Day;
- 5.7.2. £10 for each Rent instalment which is rejected by the Tenants bank for any reason;
- 5.7.3. £15 for each letter or notice given to the Tenant for any matter which may arise as a result of a breach of the Terms and Conditions of this Agreement;
- 5.7.4. £50 for the preparation of a new tenancy agreement;
- 5.8. The Landlord or their Agent will invoice the Tenant for any charges (other than the Rent which is due on the Payment Days whether formally demanded or not) which arise under this Agreement and the Tenant shall pay the invoice within 14 days of the invoice date.
- 5.9. If the Tenant fails to pay the Rent within 14 days of the Payment Day, or fails to pay an invoice within 14 days of the invoice date, the Landlord reserves the right to charge interest at the annual rate of 4% over the base rate of National Westminster Bank plc prevailing on the Payment Day on all sums outstanding after the Payment Day or invoice date until the actual date of payment (both before and after judgment).

## 6. THE DEPOSIT

- 6.1. Upon signing this Agreement the Tenant agrees to pay the Landlord or their Agent a deposit of [£ ] (the "Deposit") which will be protected by the Landlord in the following government authorised tenancy deposit protection scheme within 14 days of its receipt:

Deposit Protection Service (DPS) The Deposit Protection Service, T +44 0330 30 30 030, The Pavilions, Bridgwater Road, Bristol BS99 6AA, United Kingdom

[www.depositprotection.com](http://www.depositprotection.com)

- 6.2. The Landlord or their Agent will provide the Tenant, within 14 days of receipt of the Deposit written details about how the Deposit is protected including:
- The contact details of the government authorised tenancy deposit scheme selected;
  - The Landlord and/or Agent's contact details;
  - How to apply for the release of the Deposit;
  - Information explaining the purpose of the Deposit;
  - What to do if there is a dispute about the Deposit;

and/or any other required information, dependent on the selected Government authorised tenancy deposit scheme's rules.

- 6.3. The Tenant agrees that the Landlord may make reasonable deductions from the Deposit at the end of the Tenancy for the following purposes:

6.3.1. except for fair wear and tear, to make good any damage to the Room, or the

- Common Parts, or any of the items listed in the inventory caused by the Tenant's failure to comply with the Tenant's obligations under this Agreement;
- 6.3.2. to replace any items listed in the inventory which are missing from the Room or the Common Parts at the end of the Fixed Term;
  - 6.3.3. to pay any Rent or other charges which remain unpaid at the end of the Tenancy;
  - 6.3.4. to cover any reasonable removal, storage and disposal costs of the Tenants possessions incurred by the Landlord;
  - 6.3.5. to pay any reasonable cleaning costs incurred by the Landlord;
  - 6.3.6. to recover any reconnection charge for services paid for by the Landlord;
  - 6.3.7. where the Tenant has made any addition or alteration to the Building or has redecorated the Building without the Landlord's prior written consent to cover the reasonable costs incurred by the Landlord in removing or reversing any such addition or alteration or in reinstating the former decorative scheme.
- 6.4. The Landlord shall give the Tenant notice of any amount claimed against the deposit under clause 6.3 and pass on this information to the Deposit Protection Scheme so that it can be paid back to the Tenant as soon as possible.

## **7. TENANTS OBLIGATIONS**

- 7.1. The Tenant shall pay the Rent in advance, by the Payment Method, on or before the Payment Day.
- 7.2. If applicable, the Tenant must pay to the relevant local authority all council tax due in respect the Tenant's occupation and use of the Building during the Fixed Term. In the event that the Tenant does not have, or loses, full time student status, the Tenant must notify the Landlord and the Agent of this within 14 days of this Agreement or (as the case may be) within 14 days of the Tenant's loss of full time student status.
- 7.3. Except for the charges in relation to the services included in the rent at clause 5.6, the Tenant must pay to the relevant suppliers all charges for services used at or supplied to the Building during the Fixed Term (or a fair proportion of such charges as determined by the Landlord according to the number of rooms let or available to let in the Building). Should such service be disconnected as a result of the Tenant's failure to comply with the Tenant's obligation to pay for the service, any reconnection charge will be payable by the Tenant.
- 7.4. The Tenant must:
  - 7.4.1. pay any television licence fee payable in respect of any television at the Room or the Common Parts (regardless of ownership) during the Fixed Term.
  - 7.4.2. pay for any items listed in the Inventory which are damaged, destroyed, or lost during the Tenancy and pay for any components of the Landlord's gas, electrical, heating or other appliances which become defective due to misuse;
  - 7.4.3. occupy the Building as the Tenant's only or principal home.
  - 7.4.4. not use any part of the Building for the purposes of a business, trade or profession except with the prior written consent of the Landlord which must not be unreasonably withheld or delayed. In particular, it will not be unreasonable for the Landlord to withhold consent if there is a reasonable likelihood that the use proposed would:
    - a) give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies;
    - b) or cause a nuisance to the occupiers of neighbouring properties or significantly increase wear and tear to the Building.

- 7.4.5. not use the Building for any illegal, immoral, disorderly or anti-social purposes.
- 7.4.6. not do anything to or on the Building which may reasonably be considered a nuisance or annoyance to the occupiers of neighbouring properties. If keeping a car at the Building, not park so as to cause a nuisance or obstruction, or sound the cars horn without due course, or rev the engine, or slam the doors late at night;
- 7.4.7. not keep any pets or other animals at the Building without the prior written consent of the Landlord which must not be unreasonably withheld or delayed. If permission is given, it may be given on the condition that the Tenant pays an additional reasonable amount towards the deposit.
- 7.4.8. take reasonable care of the Building, including (but not limited to):
  - a) steps to keep the Building adequately ventilated and heated so as to prevent damage from condensation or from temperatures below 3° C;
  - b) steps to prevent frost damage occurring to any pipes or other installations, provided the pipes and other installations were adequately insulated at the start of the Fixed Term;
  - c) precautions to prevent leaks, not block or put harmful toxic or damaging substances in to the sinks, baths, lavatories, cisterns or waste or soil pipes or allow them to overflow; and
  - d) disposing of all rubbish in an appropriate manner and on collections days put out and bring in bins, keep the bins clean and contact the local authority for a replacement if a bin goes missing.
- 7.4.9. not make any addition or alteration (including but not limited to hanging baskets, window boxes and other decorative fixtures, external aerial and satellite dish or installing cable television, or where the Agent supplies the broadband or Wi-Fi, changing or installing broadband or Wi-Fi) to the Building or redecorate the Building without the Landlord's prior written consent which must not be unreasonably withheld or delayed.
- 7.4.10. not bring any dangerous substances onto the Building or do anything which would be expected to invalidate the Landlord's insurance of the Building, or entitle the insurers to refuse a claim or increase the premium.
- 7.4.11. comply with the requirements and recommendations of the insurer of the Building.
- 7.4.12. notify the Landlord as soon as reasonably possible about any repairs that are needed to the Building or to any items listed on the inventory for which the Landlord is responsible.
- 7.4.13. pay 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 clause 7 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 visitor(s).
- 7.4.14. promptly replace and pay for any broken glass in windows at the Building where the Tenant, any member of the Tenant's household, or any of the Tenants visitor(s) cause the breakage.
- 7.4.15. not leave the Room or the Building unoccupied for more than 14 consecutive days without giving notice in writing to the Landlord.
- 7.4.16. not block the entrance to the Building nor any of the Common Parts and must ensure that the Room is secure when it is unoccupied and that the Building is secure whenever it is unoccupied.
- 7.4.17. not add any locks nor change any of the locks at the Building nor have any

duplicate keys made without the Landlord's prior written permission.

- 7.4.18. not hang any clothes or other articles outside the Building except for hanging clothes to dry in any garden or yard at the Building which is suitable for the purpose;
- 7.4.19. not display any notices that are visible outside the Building (other than temporary notices of a domestic nature such as a notice left for the milkman);
- 7.4.20. not store any of the items detailed in the inventory in any cellar or outbuilding which may be at the Building unless they were there at the start of the Fixed Term;
- 7.4.21. not bring any motor vehicle parts indoors, unless it is for assistance with a disability and specifically designed for indoor use.
- 7.4.22. not smoke anywhere inside the Building.

#### **Access to the Building**

- 7.5. The Landlord (or any person acting on behalf of the Landlord) shall be entitled to access any part of the Building (including the Common Parts) other than the Room at any time. The Landlord will normally endeavour to give the Tenant and the tenants of the Other Let Rooms at least 24 hours' prior notice in writing of the intention to access the Building, but shall not be obliged to give such notice. Such access may be for any purpose, including but not limited to the following:
  - 7.5.1. to inspect the condition and state of repair of the Building;
  - 7.5.2. to carry out cleaning, maintenance or repair for which the Tenant is responsible, but has failed to do after being given proper notice to do so;
  - 7.5.3. to carry out the Landlord's repairing obligations and other obligations under this agreement;
  - 7.5.4. to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed in the Building and to carry out any works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law;
  - 7.5.5. to show the Building to prospective purchasers or to prospective tenants; and
  - 7.5.6. to rectify any other breach of the Tenant's obligations arising under this Agreement.
- 7.6. Subject to clause 7.9, provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Landlord (or any person acting on behalf of the Landlord) shall be entitled to access the Room for the following purposes:
  - 7.6.1. to inspect its condition and state of repair;
  - 7.6.2. to carry out cleaning, maintenance or repair for which the Tenant is responsible, but has failed to do after being given proper notice to do so;
  - 7.6.3. to carry out the Landlord's repairing obligations and other obligations under this agreement;
  - 7.6.4. to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed in the Building and to carry out any works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law;
  - 7.6.5. to show the Room to prospective purchasers or to prospective tenants; and
  - 7.6.6. to rectify any other breach of the Tenant's obligations arising under this Agreement.

- 7.7. The Landlord shall be entitled to recharge to the Tenant the proper and reasonable costs of the work that has been done including callout charges which the Landlord incurs if the Tenant refuses access or if the Landlord is unable to gain access to any part of the Building (provided that in the case of the Room the Landlord shall have first given notice under clause 7.6). Where the work relates to the Common Parts, the Tenant shall pay a fair proportion of the costs, as determined by the Landlord having regard to the number of tenants at the Building.
- 7.8. The Tenant agrees that if the Room is to be unoccupied for a period of more than 14 consecutive days, the Landlord may have access during that period for the purposes of keeping the Building insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Room or the Building during that period.
- 7.9. In the event of an emergency at the Building the Landlord (or any person acting on behalf of the Landlord) shall be entitled to immediate access to the Room.

#### **Assignment, Subletting and Other Occupiers**

- 7.10. The Tenant shall not sublet the Room, either in whole or in part.
- 7.11. The Tenant shall not assign (i.e. transfer to another person) the Tenancy without the consent of the Landlord in writing. Any replacement tenant must be a full time student at Nottingham Trent University.
- 7.12. The Tenant shall not exchange the Room with any other tenants of the Other Let Rooms without the consent of the Landlord in writing.
- 7.13. The Tenant shall not share occupation of the Room with any person other than an overnight guest for a maximum stay of 3 consecutive nights, nor move into any unoccupied room at the Building or invite anyone else to do so.
- 7.14. The Tenant must not allow anyone to live at the Building except for the Tenant, the tenants of the Other Let Rooms and such other person(s) whose occupation of the Building has been authorised in writing by the Landlord. The Tenant must notify the Landlord immediately upon becoming aware of any unauthorised third party occupation of any part of the Building.
- 7.15. Any obligation on the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any member of the Tenant's household or visitor(s) to do or not to do the same thing.

#### **Moving Out at the End of the Tenancy**

- 7.16. Except for fair wear and tear, the Tenant must return the Room, the Common Parts and any items listed on the inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Fixed Term.
- 7.17. At the end of the Tenancy (however and whenever it ends) the Tenant will:
  - 7.17.1. ensure that the Room and Common Parts are completely clean and tidy and are in the condition required by this Agreement;
  - 7.17.2. if required, attend an inspection of the Room and Common Parts carried out by or on behalf of the Landlord;
  - 7.17.3. give the Landlord vacant possession of the Room by 14:00 (including but not limited to removing all the Tenants possession from the Building);
  - 7.17.4. hand to the Landlord all the keys to the Building by 14:00 on the day on which the Tenancy ends (other than keys the Landlord has provided to the tenants of the Other Let Rooms);
  - 7.17.5. comply with their obligations regarding the Common Parts.
- 7.18. The Tenant must provide the Landlord with a forwarding address at the end of the Tenancy.
- 7.19. In the event the Tenant fails to comply with their obligations which arise under this

clause 7, the Tenant shall pay the Landlord's proper and reasonable costs (including but not limited to court fees, legal 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 created by this Agreement. Should such sums remain unpaid after 14 days of falling due, the Landlord reserves the right to charge interest at the annual rate of 4% over the base rate of National Westminster Bank plc prevailing on all sums outstanding after the due date until the actual date of payment (both before and after judgment).

## **8. LANDLORDS OBLIGATIONS**

- 8.1. The Landlord will give the Tenant exclusive uninterrupted possession of the Room during the Fixed Term for as long as the Tenant complies with the Tenant's Obligations arising under this Agreement.
- 8.2. The Landlord will not interrupt or interfere with the Tenant's right to quiet enjoyment of the Room, or carry out any works at the Room unless the Landlord has an obligation to carry them out, or the Tenant has agreed that the works may be carried out.
- 8.3. If the Building is held by the Landlord on lease the Landlord will
  - 8.3.1. comply with its obligations in the lease, except insofar as those obligations are to be performed by the Tenant pursuant to this agreement, or are to be performed by the other tenants of the Building; and
  - 8.3.2. use reasonable endeavours to enforce the superior landlord's obligations in the said lease.

### **Repair and Maintenance**

- 8.4. The Landlord shall use reasonable endeavours to:
  - 8.4.1. keep in repair the structure and exterior of the Building (including drains, external pipes, gutters and external windows);
  - 8.4.2. keep in repair and proper working order the installations in the Building 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);
  - 8.4.3. keep in repair and proper working order the installations in the Building for space heating and heating water;
  - 8.4.4. maintain an appropriate HMO licence and comply with the conditions of the licence and the additional regulations that apply to HMO licence holders;
  - 8.4.5. repair any damage the Landlord has a statutory obligation to repair; and
  - 8.4.6. use all reasonable endeavours to enforce the terms of the tenancy agreements with other tenants at the Building if necessary to protect the Tenant's use and enjoyment of the Room and Common Parts.

**Provided** That the Landlord's repair obligation in this clause 8.4 shall not apply where the damage, destruction or disrepair has been caused by a risk in respect of which the Landlord has insured pursuant to clause 8.6 and insurance monies have been withheld in whole or part due to an act or omission of the Tenant or any person at the Building with the Tenant's permission.

- 8.5. The Landlord is not required:
  - 8.5.1. to repair anything which the Tenant is liable to repair by virtue of the Tenant's obligations to take reasonable care of the Building, unless the cost is met by insurance;
  - 8.5.2. to remedy any damage caused by the Tenant;
  - 8.5.3. to rebuild or reinstate the Building in the case of destruction or damage by

fire, storm or flood; or

- 8.5.4. to keep in repair or maintain anything which the Tenant is entitled to remove from the Building.

### **Insurance**

- 8.6. The Landlord will:

8.6.1. arrange for the Building (but not the Tenant's possessions nor the possession of the tenants of the Other Let Rooms) to be insured on such terms and against such risks as the Landlord (acting reasonably) considers appropriate;

8.6.2. use all reasonable efforts to arrange for any damage caused by a risk against which the Landlord has insured to be remedied as soon as practicable, unless the insurer refuses to pay out; and

8.6.3. provide a copy of the Building insurance policy to the Tenant.

- 8.7. If the Building is uninhabitable or inaccessible at any time, the Landlord is not obliged to rehouse the Tenant while repair or rebuilding work is being done, but the Landlord will:

8.7.1. 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;

8.7.2. suspend or reduce any further payments of Rent falling due in this period, in a fair and reasonable way, having regard to the nature and extent of the damage.

**PROVIDED** in each case that neither the Tenant, nor any person at the Building with the Tenant's permission, caused the damage or invalidated the Landlord's insurance or caused any insurance monies to be withheld.

- 8.8. If the Building is damaged so as to be uninhabitable or inaccessible and the Landlord has advised the Tenant in writing that the Building is unlikely to be fit for habitation and use before the end of the Fixed Term, 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 Building became uninhabitable, nor will termination affect the Tenant's right to claim a refund of any pre-payments which relate to a period after the damage occurred. The Tenant's rights in this clause do not apply if the Tenant, any member of the Tenant's household, or any of the Tenant's visitor(s), caused the damage or invalidated the Landlord's insurance.

## **9. TERMINATION**

### **Default by the Tenant (Termination by the Landlord)**

- 9.1. The Landlord reserves the right to re-enter the Room if:

9.1.1. the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

9.1.2. the Tenant is declared bankrupt under the Insolvency Act 1986;

9.1.3. the Tenant has breached this Agreement;

9.1.4. any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

This clause 9.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

- 9.2. If the Landlord re-enters the Room pursuant to clause 9.1, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.
- 9.3. If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

#### **Expiry of the Fixed Term**

- 9.4. Subject to the termination provisions above, in order to end the Tenancy the Landlord must serve any notices(s) on the Tenant in accordance with the provisions of the Housing Act 1988.
- 9.5. The Landlord has the right to recover possession of the Room if:
- 9.5.1. the Fixed Term has expired;
  - 9.5.2. the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Room; and
  - 9.5.3. at least six weeks have passed since the date of this Agreement.
- 9.6. If the Landlord allows the Tenant to remain at the Room after the Fixed Term has expired then this Tenancy shall continue as a contractual periodic tenancy on a monthly basis. To end the periodic tenancy the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the Rent is due.

#### **10. NOTICES**

- 10.1. The Parties agree that any notices given under or in connection with this Agreement which are required to be given in writing may be served on the other Party either by being left at the address given below or by being sent to that address by first class post or by e-mail to the address given below. Notices shall be taken to be received the day after being left at the address for service or the day after posting or the day after being sent by e-mail.
- 10.2. The Tenant must promptly give to the Landlord a copy of any notice, order or legal proceedings relating to the Building received by the Tenant from any local or public authority or third party.
- 10.3. The Landlord's address for service is through its Agent:

##### **Landlords/Agent's Address for Notices:**

Trent Lets, C/O Nottingham Trent University, 50 Shakespeare Street, Nottingham, NG1 4FQ

trentlets@ntu.ac.uk

- 10.4. The Tenant's address for service is:

##### **Tenants Address for Notices:**

[insert address]

[Insert e-mail address]

**IN WITNESS** of the above this Agreement was entered into on the date set out above

#### **SIGNATORIES**

Signed for and behalf of  
**The Landlord**

Signed for and behalf of  
**The Tenant**

Name:

Title:

Signature:

Date:

Name:

Title:

Signature:

Date:

SAMPLE

**SCHEDULE 1**  
**THE ROOM AND THE COMMON PARTS**

**PART 1**

**The Room**

Building as a whole.

**PART 2**

**The Common Parts**

Any yard/garden  
Any cellar;  
Any outbuilding at the Building;  
All bedrooms;  
The Study  
The Kitchen;  
The Living Room  
The Bathroom;  
The Dining Room;

SAMPLE