UK-PRres33 (England)

Assured shorthold tenancy agreement (AST): student accommodation; single room; no deposit

This agreement is dated: [date]

The "Landlord" is: [landlord ■ ■ ■ ■] ■ ■ ■ ■ [■ ■ ■ ■]

The "Tenant" is: [tenant ■ ■ ■ ■] ■ ■ ■ ■ [■ ■ ■ ■]

[repeat if two ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■]

The "Guarantor" is: [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■]

The "Agent" is: [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■]

It is now agreed as follows:

1. Definitions

The following definitions apply to this agreement.

"Inventory"	means the list of items in the Building, as agreed by both parties and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

"Shared Parts" means [all of the Building used in common with ■■■

3.3.1 council tax payable on the Building;

3.3.2 electricity, gas, and other ■■■■■■■■■■■■■;

3.3.3 charges for water;

3.3.4 charges for communication services and Internet access;

3.3.5 charges for safety and security installations.

4. The Tenant's report

The Tenant now promises that he will:

4.1. report in writing within [seven days] from the start date of the tenancy, ■■■■■■■■■■■■■

5.3. not redecorate the interior [redacted];

5.4. maintain in full working order all electric and mechanical goods placed [redacted]; [redacted], [redacted];

5.5. clean, maintain and keep free from blockages and [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted];

5.6. keep clean the inside [redacted];

5.7. repair any damage to the Room or Building or to the Landlord's fixtures and fittings or [redacted], [redacted];

5.8. if any item becomes damaged, [redacted] [[redacted].]

6. Management and use of the [Room/Building]

The Tenant promises that he will:

6.1. use the Room only as a residence and not operate a business at the [redacted] [[redacted] 1954], [redacted], [redacted];

6.2. not allow any other person to [redacted];

6.3. not allow service to the fixed telephone line [redacted], [redacted], [redacted]- [redacted];

6.4. not change or remove [redacted], [redacted], [redacted];

6.5. not remove from the [redacted];

6.6. not change or install any locks on any [redacted];

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6.7. not place any advertisement or notice on ■■■

7.5. not keep or ■■■

8.1. comply with all of his statutory obligations;

8.2. return to the Tenant any portion of the Rent paid [redacted];

8.3. not interrupt or interfere with the Tenant's right to quiet possession [redacted] ([redacted]).

9. Forfeiture of the right to occupy

The Landlord can forfeit the right [redacted]:

9.1. [redacted], [redacted], [redacted] [21] [redacted]; [redacted]

9.2. [redacted], [redacted]; [redacted]

9.3. [redacted].

9.4. the Landlord can do this by either:

9.4.1 [redacted];

9.4.2 [redacted]-[redacted].

9.5. [redacted], [redacted].

10. Interest on overdue payments

[redacted] 14 [redacted], [redacted], [redacted], [redacted] 3 % [redacted].

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11. Insurance

11.1. [redacted]

11.2. [redacted]

11.3. [redacted]

11.4. [redacted]

12. Guarantor(s)

12.1. [redacted]

12.2. [redacted]

12.3. [redacted]

12.4. [redacted]

12.5. [redacted]

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[redacted].

13. Tenant's departure

[redacted]:

13.1. [redacted];

13.2. [redacted];

13.3. [redacted];

13.4. pay for and provide receipts for:

13.4.1 the laundering of all linen and bedding;

13.4.2 steam cleaning of carpets;

13.4.3 dry or steam cleaning of upholstery and cushions;

13.4.4 [redacted].

13.5. [redacted].

14. Inventory

14.1. [redacted].

14.2. [redacted].

14.3. [redacted]

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[redacted].

14.4. [redacted]. [redacted].

15. Notices

15.1. [redacted], [redacted]: [[redacted]].

15.2. [redacted], [redacted].

15.3. [redacted]-[redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted]-[redacted]-[redacted]: [redacted] 24 [redacted]-[redacted].

[redacted]: [redacted].

16. Waiver

[redacted], [redacted].

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17. Jurisdiction

■■■

Schedule: Inventory

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Explanatory notes:

Assured shorthold tenancy agreement: student accommodation; single room; no deposit

General notes

Landlord's obligations: the law

This note is not a complete statement of the law but a reminder of some of the obligations of a landlord which may affect the way you edit this document.

What tenant and what property does this apply to?

- Different regulations have different definitions, so what may apply to a tenanted property in one place, may refer to all properties in another. We have therefore set ■ ■ ■

- The Housing Act 2004 provides a new way for Local Housing Authorities to assess housing conditions has been introduced. This replaces the old ‘unfitness’ standard. It looks at the effect that deficiencies in the home can have on the health and safety of occupants and visitors ■■■

In the case of older single family rental properties, technically there is no legal requirement for landlords to provide a smoke alarm. However, it is strongly recommended that landlords do provide at least a ■ ■ ■

- loose and stretch covers for furniture.

Repairs & Maintenance

If a tenant has a tenancy for fewer than seven years, Section 11 of Landlord and Tenant ■ ■ ■ ■ 1985 ■ ■ ■ ■

- any fire extinguishers should [redacted] ‘ [redacted] 1985’ .

Plugs and Sockets (Safety) Regulations 1994

Plugs and Socket (Safety) Regulations 1994 requires that any plug, socket or adapter supplied for intended domestic use complies with the appropriate current standard specifically [redacted] - [redacted] .

Permitted and prohibited arrangements

The Tenant Fees Act 2019 (Act) makes important changes to the previous law. The key provisions of the Act restrict the kinds of payments that landlords and letting agents can require [redacted] . [redacted] ([redacted]).

The only payments you can charge [redacted] :

1. the rent
2. a refundable tenancy deposit capped at no more than five weeks’ rent where the annual rent is less than £ 50 , 000 , [redacted] £ 50 , 000 [redacted]
3. a refundable holding deposit (to reserve a [redacted]) [redacted]
4. payments to change the tenancy when requested by the tenant, [redacted] £ 50 , [redacted]
5. payments associated with early termination of [redacted] , [redacted]
6. payments in respect of utilities, communication [redacted] , [redacted] ; [redacted]
7. a default fee for late payment of rent and replacement of [redacted] / [redacted] , [redacted]

If the fee you are charging is not on this list, it is a prohibited payment [redacted] . [redacted] .

So far as applicable we have included terms [redacted] .

To find detailed guidance, please visit:

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https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/791273/TFA_Guidance_for_LandlordsAgents.pdf

End of law notes

General note: differences between this agreement and our standard AST for a single room

1. It is for a fixed term of one year to tie in with the academic year. This copy is marked as from September to July, so that the [redacted]. [redacted]? [redacted].

   If the student wishes to come into occupation at the start of the long vacation, [redacted].

2. There is no deposit. A student may argue about the deposit, keeping it out of your hands and causing administration costs. Your remedy is to fix [redacted], [redacted].

Paragraph specific notes

Note: numbering refers to paragraph numbers

1. Definitions

The word "Reasonable" implies a subjective judgment. For that reason, [redacted]. [redacted]!

2. Creation and term of tenancy

This agreement is intended for use for a term of one year maximum. It is [redacted], [redacted], [redacted].

Joint and several liability is most important in a situation where more than one person shares responsibility. However, the concept is not strictly applicable at [redacted]. [redacted].

3. Rent and services

There are two options for this paragraph. They are alternatives. If the landlord provides services, use the first option and edit for the services used. If no services are provided,

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use the second option headed "[redacted]". [redacted] "[redacted]". [redacted].

4. The Tenant's Report

The old way was to present the tenant with a schedule of condition and for the tenant to sign it. This was subject to abuse [redacted]. [redacted]. [redacted]. [redacted], [redacted]. [redacted].

5. Repairs and maintenance

Tenant's promises - the old word "[redacted]" [redacted]. [redacted].

We have provided here and in the two [redacted], [redacted]. [redacted]. [redacted] ([redacted]) [redacted].

6. Management and use of the Property

Subsection 7.1 is very important. You have a choice. Before 1st October 2015, if a [redacted], [redacted] 1954. [redacted]. [redacted], [redacted].

The Small Business, Enterprise and Employment Act 2015 [redacted] 1954 [redacted]. [redacted] 43ZA [redacted] ([redacted]) [redacted].

Very simply, that means you no longer have to [redacted]. [redacted], [redacted]

A [redacted] —

A. a dwelling- [redacted],

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B. the tenant or, ■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■, ■■■■■■■■■■■■, ■■■■

C. the terms of the tenancy—

*i. require the tenant or, where there are ■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■

Leave it as is.

11. Insurance

You cannot enforce a [redacted], [redacted].

Edit as required.

12. Guarantor(s)

For various reasons, many [redacted]. [redacted] “[redacted]”.

First, it covers “all losses” and [redacted]. [redacted], [redacted] ([redacted]).

Third, we have made it an indemnity [redacted]. [redacted].

Finally, this paragraph provides that the guarantee still stands, even if the [redacted]. [redacted], [redacted]. [redacted].

Having tough guarantee provision does not mean you have to take tough action I there is [redacted]. [redacted], [redacted], [redacted]. [redacted].

The question of when to insist on a guarantor is always tricky. There [redacted]. [redacted]. [redacted], [redacted]. [redacted], [redacted].

13. Tenant's departure

These [redacted]. [redacted].

14. Inventory

We have included provision for an [redacted]. [redacted].

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15. Notices

Under Section 48 of the Landlord and Tenant Act 1987 , [redacted].

A frequent difficulty for a landlord is to contact a tenant after the tenant [redacted].

We have therefore provided in the notice paragraph for the tenant to give you an alternative address. [redacted].

16. Waiver

Leave in place.

17. Jurisdiction

Leave in place.

Schedule: Inventory

We also provide an [redacted] “ [redacted] ”. [redacted].

End of notes

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