

# ASSURED SHORTHOLD TENANCY AGREEMENT FOR STUDENT DWELLING



This Agreement has been prepared by:

**FD Asset Management Ltd**  
First Floor  
142 Cromwell Road  
London  
SW7 3EF



## ASSURED SHORTHOLD TENANCY AGREEMENT

<b>Property :</b>	[BUILDING]
<b>Room number :</b>	[ROOM]
<b>Room type :</b>	[ROOM TYPE]
<b>Total rent :</b>	[TOTAL RENT]
<b>Security deposit :</b>	[DEPOSIT]
<b>Booking fee:</b>	[BOOKING FEE]
<b>Commencement date :</b>	[START DATE]
<b>Termination date :</b>	[END DATE]

*This Agreement is a legally binding document. Signing it creates a very strong presumption that the Tenant and Guarantor have read and understand and agree to be bound by its terms. The Tenant and Guarantor should therefore satisfy themselves that this is the case before signing. The Tenant and Guarantor should be aware that they will be bound for the whole duration of the tenancy and will not be released from their obligations (including the obligation to pay rent) until the tenancy is determined, or unless and until a replacement student, who is reasonably acceptable to the Landlord, takes over the Tenancy.*

*The Guarantor agrees to guarantee all the obligations of the tenant.*

*This Agreement is legally binding on every tenant and must be read together with our Inventory and Payment Schedule, which are provided. The Payment Schedule gives Tenants the dates that their rent is due and the amounts of rent payable. The Payment Schedule will form part of this Agreement.*

Signed for Rooms & Studios London Ltd t/a Living Quarters for Students <b>(LANDLORD)</b>	Signed by [TENANT'S NAME] <b>(TENANT)</b>
.....	.....
Dated: [DATE SIGNED]	Dated: [DATE SIGNED]

Tenant Initial: \_\_\_\_\_

## Financial Guarantee

(To be completed by the Tenant's Parent, Guardian or another Guarantor based in The UK)

- A.** In consideration of The Landlord agreeing to accept The Tenant as the Tenant in respect of their designated room, the Guarantor agrees to fully cover and compensate the Landlord for any arrears, loss, damage, costs or other expenses arising either directly or indirectly out of any breach of this Tenancy Agreement including any extension or continuation of the Tenancy whether fixed term or periodic, and including any rental increase agreed between the Landlord and the Tenant provided the Guarantor is notified of the increase by the Landlord or any person acting on his behalf.
- B.** This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Property is occupied by the Tenant and is not limited to the Term specified in the Agreement.
- C.** If the Tenant fails to pay Rent on time or otherwise defaults during the initial Term or any extension, renewal or continuation of this Agreement or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Agreement then on written demand, the Guarantor will cover and compensate the Landlord against all arrears, losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.
- D.** The Guarantor's liability under the Guarantee will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under the Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under this Guarantee. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants.
- E.** The Guarantor's liability shall continue if the Guarantor is a company and the company changes ownership, alters the name of the Guarantor or is amalgamated with any other Company or organisation.
- F.** If the Tenant surrenders any part of the Room, the Guarantor's liability will continue in respect of the part surrendered. Any liability accumulated at the date of surrender will continue unaffected.
- G.** The Guarantor agrees to pay any costs of the Landlord in enforcing this Guarantee Agreement and the terms of the Agreement.
- H.** The Guarantor agrees to be notified of any bad behaviour, crime or grievance that might be committed by the tenant and agrees to aid and assist in mitigating against them.

<b>Signed:</b> .....	<b>Full Name:</b> [GUARANTOR'S NAME]
<b>Date:</b> [DATE SIGNED]	
<b>NI Number:</b> [NI NUMBER]	<b>Profession:</b> [PROFESSION]
<b>Address:</b> [GUARANTOR'S ADDRESS]	
<b>Contact number:</b> [MOBILE NUMBER]	<b>Email:</b> [EMAIL ADDRESS]
<b>Alternative number:</b> [LANDLINE NUMBER]	

Tenant Initial: \_\_\_\_\_

## **1. Parties to the Agreement**

This agreement is made between:

**(1) Rooms & Studios London Ltd t/a Living Quarters for Students** (“The Landlord”)

And

**(2) [TENANT NAME]** (“The Tenant”)

in respect of their designated room together with the Fixtures and Fittings thereof signed by the parties and where appropriate (in common with all other persons entitled to the like right) the right of access and egress over and along the common parts of the building in which the Building is situated together with use of the entrances, hallways, staircases, landings, lifts, passages, walkways, drives and pathways.

## **2. Main Terms of the Tenancy**

- 2.1** This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.
- 2.2** The Landlord lets to the Tenant the Room, including the Fixtures and Fittings. This is subject to this Agreement as well as our Terms and Conditions and The Rules, which are provided on our website.
- 2.3** The Tenant shall pay Rent to the Landlord by the Tenancy Payment Dates outlined in the Payment Schedule.
- 2.4** Rent will be paid quarterly in advance. Under no circumstances will rent be paid monthly in advance.
- 2.5** Rent will be due in or around September, January and April of each year. The Payment Schedule will show the exact payment dates and amounts.
- 2.6** The booking and any administration fees are non-refundable.
- 2.7** Cancellation Fees are payable only and after a replacement tenant has been found.

## **3. Definitions & Interpretation**

- 3.1** The following definitions and rules of interpretation apply throughout this Agreement.
- 3.2** LANDLORD – include anyone owning an interest in the Building, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Building.
- 3.3** TENANT – includes anyone entitled to possession of the Room under this Agreement.
- 3.4** JOINT AND SEVERAL – means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant’s obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.
- 3.5** GUARANTOR – the person responsible for carrying out the Tenant’s obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

- 3.6 LANDLORD'S AGENT** – FD Asset Management Ltd, First Floor, 142 Cromwell Road, London, SW7 4EF.
- 3.7 AGREEMENT** - this Assured Shorthold Tenancy Agreement.
- 3.8 ROOM** – the self-contained room in the Building designated from time to time for the Tenant's use and occupation pursuant to the terms of this Agreement, which shall comprise a bedroom, bathroom and kitchen.
- 3.9 PROPERTY** – where the Room is situated.
- 3.10 FIXTURES AND FITTINGS** - any items, fixtures, fittings and furniture in the Room.
- 3.11 INVENTORY** – the document drawn up prior to the commencement of the Tenancy by the Landlord or the Managing Agent, which shall include the Fixtures and Fittings of the Room including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy, during the check in date.
- 3.12 TERM OR TENANCY** – includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 3.13 RENT** - as set out in the Payment Schedule.
- 3.14 PAYMENT SCHEDULE** – Schedule A is setting out the Amounts and Dates on which the Accommodation Rent must be made.
- 3.15 DEPOSIT** - the money needed to make the room unavailable for letting to other tenants and from which payments will be made for costs incurred by the Tenant not complying with or by otherwise breaching this Agreement, including any outstanding Rent payments.
- 3.16 CANCELLATION FEE** - £200, the fee due and payable after a new tenant has been found to replace an existing tenant wishing to cancel their Assured Shorthold Tenancy Agreement.
- 3.17 NOTICE PERIOD** – the amount of notice that the Landlord and Tenant must give to each other.
- 3.18 INSURED RISKS** - any of the following events which are covered by the Landlord's insurance.
- 3.19 TENANCY PERIOD** - the period from and including the Tenancy Start Date and ending on the Tenancy End Date.
- 3.20 TENANCY PAYMENT DATE** – the date or dates rent is due as per the Payment Schedule.
- 3.21** Clause headings are for information only and shall not affect the interpretation of this Agreement.
- 3.22** Reference to a party to this Agreement shall include that party's successors and assignees.
- 3.23** Any words in the plural shall include the singular and vice versa.
- 3.24** A reference that refers to one gender shall include a reference to the other gender.
- 3.25** Any reference to a statute or statutory provision shall include any amendments, extensions, or re-enactment of the statute.
- 3.26** An obligation on a person not to do something within this agreement includes an obligation on that person to not allow or agree to it being done.
- 3.27** Where a party is made up of more than one natural or legal person the liabilities of that party shall be joint and several.

**3.28** This Agreement is governed by and shall be construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

#### **4. Tenant's Obligations**

##### **Rent and Other Payments**

- 4.1** The Tenant, upon making the reservation, will have to confirm that s/he is 18 or older and accepted to attend a full-time study program at a school, college or university. If the Tenant is under 18 years of age, a guardian will have to give their permission in order to make the reservation.
- 4.2** The Tenant must pay the Rent in advance on the Tenancy Payment Date according to the Payment Schedule.
- 4.3** It is the responsibility of the Tenant to pay his or her Rent on time. Neither the Landlord nor its Agent is under any obligation to remind the Tenant of these due dates.
- 4.4** If the Tenant fails to pay Rent on the Tenancy Payment date we reserve the right to take the following action:
- 4.4.1** A letter is sent requesting outstanding rent;
  - 4.4.2** A reminder letter is sent 7 working days;
  - 4.4.3** A meeting is arranged to discuss the rent arrears in the following 7 working days;
  - 4.4.4** Charge the Tenant a £50 + vat charge after the third week. This charge will be charged weekly and added to the rent account until Rent has been paid;
  - 4.4.5** If no compliance, eviction proceedings will be commenced.
- 4.5** The Tenant agrees to pay the Landlord all costs and expenses incurred or awarded by the Court in respect of:
- 4.5.1** Recovering or attempting to recover any Rent or other monies in arrears;
  - 4.5.2** The enforcement of any obligation of the Tenant under this Agreement;
  - 4.5.3** The service of any Notice relating to any breach of this Agreement whether or not court proceedings are brought.
- 4.6** The Tenant agrees to pay any charge or other costs incurred by the Landlord or Managing Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.
- 4.7** The Tenant agrees to pay the Landlord or Managing Agent the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant or his visitors.
- 4.8** The Tenant shall pay the Rent or other payment by bank transfer, card or cash.
- 4.9** If payment of Rent or any other money is late from the Tenant under the Tenancy Agreement we reserve the right to:
- 4.9.1** Remove Internet Access whilst your account is in arrears;
  - 4.9.2** Refuse entry to any of your guests;
  - 4.9.3** Block access to the Gym and other communal areas (if applicable);
  - 4.9.5** Refer you to a debt collection agency;
  - 4.9.6** Charge interest on an outstanding amount of due date. Interest will be payable from the date on which the Rent was due until the date on which the Rate is actually paid. The interest rate will be 8% above the base rate set by the Bank of England.

- 4.10** If the Tenant vacates the Room during the Tenancy Period, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Tenancy Period expires; or the Room is re-let whichever is earlier.
- 4.11** The Tenant will be charged a £200 cancellation fee. This fee is levied to find a replacement incoming Tenant and then release the current student from their contract. A current Tenant is only released from their contractual obligations under this Assured Shorthold Tenancy Agreement once a replacement Tenant has been found.

### **Use of the Room**

- 4.12** Any obligation upon the Tenant under this Agreement to do or not do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- 4.13** The Tenant shall be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definitions and Interpretations section above.
- 4.14** The Tenant shall only use the Room for private residential use and occupation only. No commercial activity of any nature shall be conducted from the Room.
- 4.15** The Tenant shall not assign, sublet, part with or share the possession of all or part of the Room with any other person without the Landlord's or the Agent's prior consent.
- 4.16** The Tenant shall not take in lodgers or paying guests.
- 4.17** The Tenant shall not keep pets in the Room, including fish.
- 4.18** The Tenant shall not use the Room or allow it to be used for any purpose that involves any immoral or illegal activity.
- 4.19** The Tenant shall not use the Room or allow it to be used for any purpose that causes a nuisance to the occupiers of any neighbouring properties.
- 4.20** The Tenant shall not use the Room or allow it to be used for any purpose that causes the insurance that the Landlord has taken out to be invalid.
- 4.21** The Tenant shall pay to the Landlord all sums paid by the Landlord for any increases in the insurance premium for the policy.
- 4.22** The Tenant shall not transfer or assign, let, part with or share possession, hold on trust for another person or charge the whole or part of the Room and this Tenancy shall remain personal to the Tenant's name in the particulars to this Agreement.
- 4.23** The Tenant shall not remove the Fixtures and Fittings of the Room or store them in any way or place inside or outside the Room which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 4.24** The Tenant shall properly secure all locks and bolts to the doors, windows and other openings when leaving the Room unattended and where the Room is left vacant for more than 28 consecutive days and the Rent is paid, to notify the Landlord and to allow it access to the Room in order to secure it where necessary.
- 4.25** The Tenant shall not allow any other person to stay overnight in the Room without the Landlord's prior permission, which needs to be obtained at the Reception of each Residence.

- 4.26** The Tenant shall seek prior consent from the Landlord or the Landlord's Agent to redecorate or make any alterations or additions within the Room, including putting up shelves.

### **Maintenance of the Room**

- 4.27** The Tenant shall ensure that care is taken to maintain cleanliness and tidiness in the Room. The interior of the Room is the responsibility of the Tenant. The Tenant shall ensure that the interior of the Room is kept clean and in good condition. The Tenant shall inform the Landlord of any damage to the Room.
- 4.28** The Tenant shall keep the Fixtures and Fittings in good condition, with the exception of fair wear and tear, and return all Fixtures and Fittings to the Landlord when and howsoever the Tenancy Period expires or is determined.
- 4.29** The Tenant shall immediately pay the costs and expenses of the Landlord or the Landlord's Agent in repairing or replacing and furniture or other Fixtures and Fittings lost, damaged or destroyed by the Tenant or at the option of the Landlord, replace immediately any furniture or other Fixtures and Fittings lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other Fixtures and Fittings from the Room.
- 4.30** The Tenant shall make all reasonable efforts to keep the drains and pipes in the Room clear of debris or any other obstruction.
- 4.31** The Tenant shall dispose of all refuse in an appropriate way as indicated by the Welcome Pack.
- 4.32** The Tenant shall clean the Room to the same standard it was given to them at the beginning of the Tenancy or pay for the professional cleaning of the Room at the end of the Tenancy.

### **Notices**

- 4.33** The Tenant shall, within 7 days of receipt thereof, send to the Landlord all correspondence addressed to the Landlord or the owner or manager of the Room or the Building and any notice, order or proposal relating to the Room or the Building given, made or issued under or by virtue of any statute, regulation, order, direction or by-law by any competent authority.

### **Inventory**

- 4.34** The Tenant must agree that the Inventory given to the Tenant at the start of the Tenancy will be regarded as a true record of the Condition of the Room and will be used to assess all damage for check-out purposes at the end of the Tenancy if any potential discrepancies are not raised in writing to the Landlord or Agent at the very beginning of the Tenancy Period.

## **5. Landlord's Obligations**

Tenant Initial: \_\_\_\_\_



- 5.1** The Landlord shall insure the Room and its Fixtures and Fittings against loss, damage or destruction by the Insured Risks.
- 5.2** The Landlord shall repair any damage caused by an Insured Risk, unless caused by the negligence, willful actions and/or default of the Tenant.
- 5.3** The Tenant has the right to quiet enjoyment of the Room, which the Landlord shall allow without unnecessary interruption.
- 5.4** The Landlord shall:
- 5.4.1** keep the structure and exterior of the Building in reasonable condition and repair, including drains, gutters and external pipes;
  - 5.4.2** make sure that the Room is supplied by the usual utilities including the supply of water, gas (if applicable) and electricity.
- 5.5** In the event that the Landlord assigns this Agreement as part of a sale of the Building or the Room the Landlord shall provide the Tenant with written notice of this and will provide full details of the transferee.
- 5.6** The Landlord shall be responsible for the cost of water, gas, electricity, internet access and sewerage in respect of the Room for the duration of the Tenancy Period. For the avoidance of any doubt all these services are offered for free by the Landlord.
- 5.7** The Landlord is under a duty to register the Deposit provided by the Tenant in a government approved scheme. The Deposit will be registered no later than 30 days after the start of the Tenancy Agreement.

## **6. Landlord right to enter the Room**

- 6.1** The Landlord or its Agent have the right to enter the Room by giving the Tenant not less than 24 hours' notice, except in case of an emergency, for the following purposes:
- 6.1.1** to inspect the condition and state of repair of the Room and, to confirm the performance by the Tenant of the Tenant's obligations under this Agreement;
  - 6.1.2** to carry out its obligations arising under this Agreement;
  - 6.1.3** to take readings for gas, electricity or water meters; and
  - 6.1.4** to show prospective tenants and buyers around the Room.
- 6.2** The Landlord or its Agent have the right to enter the Room without notice if:
- 6.2.1** after 7 days of the Rent becoming payable it remains unpaid, whether it has been formally demanded or not;
  - 6.2.2** the Tenant becomes bankrupt under the Insolvency Act 1986;
  - 6.2.3** the Agreement is breached by the Tenant
- 6.3** In the event of such access being required under 6.2, the Tenant shall be liable for all costs incurred by the Landlord or Agent in gaining entry to the Room.
- 6.4** The Landlord and its Agent reserve the right to hold a set of keys to the Room which shall only be used in an emergency or with the prior consent of the Tenant.
- 6.5** The Tenant will allow the Landlord's agent to inspect the Room every term; this will be known as Inspection Day. No notice will be given of Inspection Day, only the month in which the Agent will be carrying it out.

## **7. Access and use of facilities**

Tenant Initial: \_\_\_\_\_

**7.1** The Tenant shall have the right to use the front door, entrance hall, staircase and landings of the Building for the purposes of access to and from the Room and to use the kitchens of the Building for cooking, eating and the storage of food and to use the lavatory and bathrooms.

## **8. Re-designating the Room**

**8.1** The Landlord shall be entitled from time to time to re-designate the particular room used by the Tenant under this Agreement on giving the Tenant not less than 7 days' prior written notice and upon expiry of such notice the Tenant shall vacate the Room in the condition required by this Agreement and shall relocate to the re-designated Room which shall become the "Room" for the purposes of this Agreement.

**8.2** The Landlord reserves the right during the Tenancy Period to move the Tenant to alternative accommodation for the purpose of carrying out emergency works or repairs to the Room provided the Tenant is given reasonable notice, save for in the case of an emergency.

## **9. End of the Tenancy Agreement**

**9.1** For the avoidance of doubt, the Landlord has the right to re-enter the premises on the last day of this Agreement. The Landlord is entitled to rely on any grounds under Schedule 2 of the Housing Act 1988 in the event that the Tenant breaches the Agreement at any time during the course of the tenancy.

**9.2** When this Tenancy comes to an end the Tenant shall return the Room and its Fixtures and Fittings to the Landlord in the condition it was in at the commencement of the Tenancy Period and in a clean state.

**9.3** The Tenant shall provide the Landlord with a forwarding postal address when they vacate the Room and will put mail redirection in place with Royal Mail.

**9.4** The Tenant must remove all personal possessions and any other articles belonging to the Tenant, from the Room at the end of this Tenancy or when the Room is re-designated in accordance with clause 8 of this Agreement. The Landlord has the right to dispose of any of the Tenant's articles and possessions if those articles and possessions remain at the Room 7 days after the Tenant vacates the Room.

**9.5** At the end of the Tenancy Period or when the Room is re-designated in accordance with clause 8 of this Agreement the Tenant shall return the keys of the Room to the Landlord or the Tenant's Agent.

**9.6** The Tenant shall pay for any cleaning services that may be required to reinstate the Room to a clean state including the washing and cleaning of any linen bedding carpets and curtains which have been soiled during the Tenancy Period.

## **10. Notices and Correspondence**

**10.1** Notices or correspondence that are sent by the Tenant to the Landlord shall be deemed served if sent by recorded post to the Landlord or its Agent's address as set out in this agreement.

- 10.2** Notices or correspondence that are sent by the Landlord or its Agent to the Tenant shall be deemed served if sent by first class post to the Tenant's address or the Tenant's email address.
- 10.3** Provided that the notice or correspondence is correctly addressed and sent by [recorded] first class post it shall be deemed to have been received by the recipient on the second working day after it was sent.
- 10.4** Where a party has provided an email address, notices or correspondence will be considered to have been sent and received where a read confirmation receipt is obtained by the sender.
- 10.5** The Landlord's Agent's address for service of any notice is: FD Asset Management Ltd, First Floor, 142 Cromwell Road, London, SW7 4EF.
- 10.6** Pursuant to Section 48 of the Landlord and Tenant Act 1987 the Landlord's Address for service is: Rooms and Studios London Ltd, 73 Maygrove Road, London, NW6 2EG.

Tenant Initial: \_\_\_\_\_

# SCHEDULE A

## Payment Schedule

<b>Name</b>	[NAME]
<b>Residence</b>	[RESIDENCE]
<b>Room Type &amp; Number</b>	[ROOM TYPE & NUMBER]
<b>Move-in Date</b>	[MOVE IN DATE]
<b>Move-out Date</b>	[MOVE OUT DATE]
<b>Length of Stay</b>	[LENGTH OF STAY]
<b>Tenancy Deposit</b>	[DEPOSIT]
<b>Admin Fee</b>	[ADMIN FEE]
<b>Due Date</b>	<b>Rent owed</b>
[DATE]	[AMOUNT]
[DATE]	[AMOUNT]
[DATE]	[AMOUNT]

Please transfer your rent to the following account:

Account Name: Rooms and Studios London Ltd (Furzedown)  
Sort Code: 20-74-63  
Account Number: 03892883  
IBAN: GB86 BARC 2074 6303 8928 83  
SWIFT: BARCGB22

Tenant Initial: \_\_\_\_\_