



**DATED: <SA:LicenceStart>**

**University of East Anglia  
Norwich Research Park  
Norwich  
NR47TJ**

**and**

**<SD:FullName>**

**ASSURED SHORTHOLD TENANCY  
AGREEMENT  
relating to**

**<SA:RoomName>  
Norwich  
Norfolk**

**MILLS & REEVE**

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**THIS AGREEMENT** is made on <SA:LicenceStart> **BETWEEN:**

**1     Details**

**1.1     Parties:**

1.1.1     Landlord     University of East Anglia

1.1.2     Tenant     <SD:FullName> <SD:StudentID>

1.2     Property     The house and garden where appropriate  
(respectively called the “House” and the  
“Garden”) known as <SA:RoomName>

1.3     Term     The period commencing on the  
Commencement Date and expiring on the  
Expiry Date.

1.4     Commencement Date     The commencement date of the Term  
shall be <SA:LicenceStart>

1.5     Expiry date     The expiry date of the Term shall be  
<SA:LicenceEnd>

1.6     Rent     During the Term the rent of  
<SA:GrandTotal> payable in advance on  
the Commencement Date and thereafter a  
monthly amount equal to one twelfth of the  
Notional Yearly Rent.

1.7     Notional Yearly Rent     An amount equal to <SA:TotalNights> x  
<SA:DailyRent>

1.8	Fixtures	All Landlord's fixtures and fittings in the Property
1.9	Contents	The belongings listed in the inventory annexed to this agreement
1.10	Student	A student for the time being enrolled at the University or INTO UEA.
1.11	University	University of East Anglia
1.12	The General Regulations for Students	The General Regulations for Students from time to time in force and available on the University of East Anglia website.

## **2      Letting**

- 2.1      The Landlord lets and the Tenant takes a tenancy ("**Tenancy**") of the Property **WITH** the Fixtures as his only or principal dwelling house **TO HOLD** for the Term and thereafter from month to month.

## **3      Tenant's option to end the Tenancy**

- 3.1      The Tenant can end the Tenancy with effect from any time after 10 calendar months from the Commencement Date upon giving not less than one month's notice in writing to the Landlord. Upon expiry of such notice the Tenancy shall immediately end but without prejudice to the rights of either party in respect of any existing claim or breach of obligation.
- 3.2      If the Tenant has fully complied with the Tenant's obligations under this agreement and ended this Tenancy in accordance with this Clause 3 the Landlord may in its absolute discretion refund to the Tenant a proportion of the rents reserved in respect of that period of the Term as is subsequent to the date the Tenancy ended.

## **4      Agreement to perform obligations**

- 4.1      The Landlord and the Tenant agree with each other to perform their respective obligations in this Tenancy Agreement.
- 4.2      Any obligation on the Tenant not to do an act or thing includes an obligation not to permit or suffer a third party to do such act or thing.

## **5      Rent and outgoings**

- 5.1      The Tenant must pay the Rent. The Tenant is to make payment of the Rent for the whole of the Term on the Commencement Date and afterwards must pay the Rent:

5.1.1      in such manner as the Landlord may direct.

If the Tenant is more than seven days late in paying, then beginning on the eighth day the Rent is overdue, the Landlord may charge interest on the arrears at an annual rate of two percentage points above the base rate of Barclays Bank plc. The Tenant must pay the interest on receiving a demand from

the Landlord. The Tenant may also be required to pay on demand a late payment administration charge or charges in accordance with the scale of such charge amounts as set out in the University's General Regulations for Students.

5.2 The Tenant also agrees with the Landlord as follows:

5.2.1 the Tenant must pay for the Property during the Term:

- (i) council tax or other local government taxation where apt and compensate the Landlord for any liability which the Landlord may have for such tax where the Tenant fails to pay. This includes any liability which the Landlord has because the Tenant moves out of the Property before the end of the Tenancy or leaves the Property empty so it stops being his home;
- (ii) water rates or charges for water if the Property has a water meter and sewerage and environmental charges;
- (iii) all charges for gas and electricity supplied to the Property;
- (iv) any telephone rental and charges for all telephone calls;
- (v) the licence fee payable for the use of a television set in the House;
- (vi) the costs for reconnecting or resuming services where the utility or other services are cut off if the Tenant fails to pay the bill; and

5.2.2 The Tenant must arrange for the correct apportionments of charges and bills for the matters in the previous clause with the relevant authorities or supply companies at the end of the Tenancy.

## **6 Repair maintenance and security**

6.1 The Tenant must:

6.1.1 use the Property in a careful and reasonable manner;

- 6.1.2 not through his own act or neglect or that of any person living with him allow the Property to deteriorate;
- 6.1.3 keep the interior of the House and the Fixtures in good and clean condition.

6.2 In addition the Tenant must:

- 6.2.1 at the end of the Tenancy take all his belongings from the Property and make sure that it is empty and clean and tidy with all rubbish removed. The Tenant must not cause any damage or disrepair caused during the removal;
- 6.2.2 pay the Landlord's reasonable removal and/or storage charges where the Tenant leaves his belongings in the Property after the end of the Tenancy. The Landlord can remove and store them. If the Tenant has told the Landlord in writing of a forwarding address, the Landlord must write to the Tenant at that address telling him of the storage. If the Tenant does not collect the items within one month, the Landlord may dispose of them. The Tenant will be liable for the reasonable costs of disposal. The Landlord may take the costs from any sale proceeds or the and the Tenant must pay any shortfall;
- 6.2.3 return the keys to the Property to the Landlord's agent at the end of the Tenancy. The Tenant must also pay for any reasonable charges which the agent incurs in securing the Property against re-entry where the Tenant does not return the keys;
- 6.2.4 avoid doing anything which damages or obstructs the water pipes, tanks, drains, gutters and other parts of the Property's plumbing and drainage system;
- 6.2.5 keep the House heated to a reasonable level during the winter months (including during any periods when the Tenant is absent from the Property) to prevent damage to the House or the water pipes, drains, tanks and other plumbing installations by frost or inclement weather;

- 6.2.6 if absent from the Property lock external doors and windows (where fitted with window locks);
- 6.2.7 where applicable keep the grass cut, the hedges trimmed, the pathways weeded, the flowerbeds in a state fit for cultivation and not overgrown with weeds and clear away fallen leaves;
- 6.2.8 tell the Landlord at once as soon as the Tenant becomes aware of any defects in or repairs needed to any part of the Property or deficiency in the Contents;
- 6.2.9 comply within a reasonable time with any notice from the Landlord advising the Tenant of the need to attend to any items of maintenance for which the Tenant is responsible;
- 6.2.10 keep the windows clean;
- 6.2.11 run hot water through the hot water taps and showers after periods of non-use (i.e. seven days or more) and ensure that tap fitting are kept clean. This is in order to meet the current Health and Safety legislation requirements relating to Legionella;
- 6.2.12 allow the Landlord, his agents, contractors or others whom the Landlord authorises to enter the Property at all reasonable times for the purposes of:
  - (i) inspecting or carrying out works to the Property or adjoining premises; or
  - (ii) accompanying prospective occupiers or tenants wishing to view the Property.

The Landlord can only enter the Property if he gives at least twenty-four hours notice. However, in an emergency he does not have to give any notice.

- 6.3 Subject to clause 6.4 the costs incurred by the Landlord in carrying out any works pursuant to clause 6 to 8 inclusive or as a result of the Tenant's breach of any other obligation under this Tenancy (and any professional



fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

- 6.4 The Tenant does not have to pay the cost of repairing any damage to the Property where at his discretion the Landlord recovers the cost of such repairs under the Landlord's buildings insurance for the Property. However, this exception will not apply if the Landlord cannot obtain the insurance proceeds because of the Tenant's acts or default or those of anyone at the Property with the Tenant's permission. In addition, the Tenant does not have to make good any disrepair caused by fair wear and tear.

## **7 Use of the Property and other matters**

- 7.1 The Tenant must not:

- 7.1.1 interfere with or make any alteration or addition to the appearance, structure, exterior or interior of the House, the layout of the Garden (where applicable) or to any of the Fixtures;
- 7.1.2 allow or lay phones lines without the Landlord's consent
- 7.1.3 deface the Property or allow anyone else to do so;
- 7.1.4 create a nuisance, disturbance or annoyance to adjoining or neighbouring occupiers of other properties or to the Landlord or allow any guest or visitor to do the same. This includes noise;
- 7.1.5 assign, transfer, charge, underlet, declare a trust of, part with possession or share occupation of the Property or any part of it;
- 7.1.6 leave the Property empty for a period exceeding twenty-eight consecutive days;
- 7.1.7 take in lodgers or paying guests or use the Property other than for occupation as a private home for himself and his family;

- 7.1.8 keep pets or animals on the Property without the Landlord's consent (usually given only for assistance animals e.g. guide dogs);
- 7.1.9 erect any television aerial without the Landlord's consent;
- 7.1.10 affix to the Property or site in or on the Property any disc or other apparatus for the reception of satellite television;
- 7.1.11 place or display any notice board or notice visible from outside the Property advertising any profession trade, business, goods or services;
- 7.1.12 do anything or allow anyone to do anything which may cancel or affect the Landlord's insurance policy for the Property or the Contents or any neighbouring property of the Landlord or the University;
- 7.1.13 use the Property for the purposes or partly for the purposes of any trade, business or profession;
- 7.1.14 remove from the Property any of the Fixtures or the Contents;
- 7.1.15 keep any dangerous or inflammable goods or materials in or on the Property apart from those needed for general household use;
- 7.1.16 bring onto the Property any furniture, furnishing or household appliances in addition to the Contents other than any appliances or equipment constituting assistive technology without the prior permission in writing of the Landlord;
- 7.1.17 use on the Property any device or apparatus for lighting or heating by the ignition of combustible materials including wax candles and petroleum products;
- 7.1.18 overload the electric wires and cables;
- 7.1.19 by his actions breach any statutory requirements or the terms of any planning permission for the Property;

- 7.1.20 omit to pass to the Landlord or to his agent immediately on receipt any notice, order, direction or other matter whatever affecting or likely to affect the Property;
  - 7.1.21 air or dry clothes or linen of any kind outside the buildings on the Property except by use of such facilities as are provided by the Landlord;
  - 7.1.22 bring into or store in the Property or adjoining properties belonging to the Landlord or in any areas other than those duly authorised by the University for such purposes, bicycles or motor vehicles of any kind including motorcycles and mopeds or substantial parts of them;
  - 7.1.23 bring firearms, fireworks, weapons or replica weapons including air guns and air pistols into the Property;
  - 7.1.24 make duplicates of the key or keys to the Property;
  - 7.1.25 create excessive noise at any time and without prejudice to the generality of the foregoing not create any noise which can be heard outside the Property between 23.45 and 07.30 hours;
  - 7.1.26 become an intercalating Student or cease to be a Student;
  - 7.1.27 breach any of the rules and regulations of the University together with any house rules which may be in force so far as they may be applicable to the Property.
- 7.2 The Tenant agrees to keep the Landlord informed as to whether he intends to leave at the end of the fixed term of the Tenancy.

## **8 Contents**

- 8.1 The Tenant must:
- 8.1.1 take care of the Contents and keep them clean and in good repair and condition;

- 8.1.2 pay the cost of replacement or repair (at the election of the Landlord) of any damage caused to any of the Contents by a Tenant's breach of any obligation under this Tenancy.

8.2 The Tenant is not responsible for any damage or breakages to or deterioration in the Contents caused by fair wear and tear.

## **9 Tenant breaches of obligations**

9.1 The Tenant agrees to:

- 9.1.1 compensate the Landlord for any loss he suffers because of the Tenant's breach of any obligation in this Tenancy;

- 9.1.2 compensate the Landlord for any loss he suffers because of damage caused to any neighbouring property (whether belonging to the Landlord or otherwise) or injury caused to any person by any act or default of the Tenant or by any person on the Property with the express or implied authority of the Tenant;

- 9.1.3 pay, unless a court orders otherwise, the Landlord's reasonable legal costs and expenses (including Value Added Tax) incurred in enforcing the terms of this Tenancy;

- 9.1.4 pay the reasonable costs of the Landlord's agent for each letter the agent, acting reasonably, sends to the Tenant about breaches of this Tenancy.

## **10 Landlord's covenants**

10.1 The Landlord agrees the Tenant may quietly hold and enjoy the Property without interruption or disturbance by the Landlord.

10.2 The Landlord also agrees to:

- 10.2.1 repair the structure and exterior of the House including drains, gutters and external pipes;

- 10.2.2 repair and keep in working order the installations in the House for:

- (i) the supply of water, gas, 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);
- (ii) space heating and heating water.

## **11     Forfeiture**

### **11.1     If:**

- 11.1.1     the Tenant is at least twenty-eight days late in paying the Rent or any part of it whether or not the Landlord has formally demanded the Rent; or
- 11.1.2     the Tenant has broken any of the terms of this Tenancy; or
- 11.1.3     the Tenant becomes an intercalating Student or ceases to be a Student; or
- 11.1.4     during any time when the Property is let under a fixed term tenancy any of the conditions for the invocation by the Landlord of one or more of grounds 2, 8, 10-15 (inclusive) and 17 in schedule 2 to the Housing Act 1988 arise; or
- 11.1.5     the Tenant enters into an arrangement, individual voluntary arrangement or composition for the benefit of the Tenant's creditors or has any distress or execution levied on the Tenant's goods; or
- 11.1.6     the Tenant has a bankruptcy order or an interim receiver appointed in respect of the Tenant's property

then subject to any statutory provisions, the Landlord may forfeit the Tenancy (that is, bring it to an end) and recover the possession of the Property (or any part of it in the name of the whole). Any other rights or remedies the Landlord may have will remain in force. **(This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot enter the Property or evict the Tenant without a court first making an order for possession).**

## **12     Notices**

- 12.1     If a party needs to serve a notice on the other party to the Tenancy, he may do so by serving the notice in accordance with section 23 Landlord and Tenant Act 1927 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).
- 12.2     The Landlord must serve any notice on the Tenant at the Property and the Tenant must serve any notice on the Landlord at UEA Accommodation Office, University of East Anglia, Earlham Road, Norwich, NR4 7TJ or such other address of which the Landlord may inform the Tenant in writing from time to time.
- 12.3     The Landlord's address in clause 12.2 is the Landlord's address for service as required by section 48 Landlord and Tenant Act 1987. If the Landlord tells the Tenant of a change of address under clause 12.2, the new address will be the Landlord's address for the purposes of section 48.

## **13     Value Added Tax**

An obligation to pay money pursuant to the Tenancy includes an obligation to pay Value Added Tax chargeable in respect of that payment. All sums made payable by this Tenancy are exclusive of Value Added Tax.

## **14     Joint liability**

If the Landlord or the Tenant consists of more than one person, the obligations which such persons undertake can be enforced against them all jointly or against each individually. In the case of sharing the Property, each tenant is wholly responsible for all rent due, that is, if one or more persons fail to pay their proportion the other occupiers must pay the difference.

## **15     Third party rights**

The parties do not intend that the terms of this Tenancy will be enforceable because of the Contracts (Rights of Third Parties) Act 1999.

## **16     Exclusion of Liability**

- 16.1 So far as it is lawful to exclude liability the Landlord is not liable to any person entering or using the Property for accidents happening, injuries sustained or for loss or damage to good or chattels in the Property.
- 16.2 The Landlord shall not be liable to the Tenant for any loss or damage or inconvenience which may be suffered by the Tenant as a direct or indirect result of the inability of the Landlord by reason of circumstances or events beyond the Landlord's control to provide equipment, commodities and services in accordance with the agreement.

**17 Arbitration**

All disputes which arise concerning this agreement will be referred to Arbitration (unless this agreement otherwise provides).

Signed by or on behalf of the Landlord

Landlord/authorised signatory

Signed by the Tenant

.....

Tenant