

## Summary of Tenancy

<b>Landlord:</b>	<SA:Landlord>										
<b>Landlord's Agent :</b>	Downing Property Management Limited, of 5 Myrtle Street, Liverpool, L7 7DN Telephone: 0151 707 2666 Fax:0151 707 2570										
<b>The Tenant:</b>	<SD:FullName>										
<b>Home Address:</b>	<SD:HomeAddress>										
<b>The Guarantor:</b>	<SD:GuarantorForename> <SD:GuarantorSurname>										
<b>Relationship to Tenant:</b>	<SD:GuarantorRelationship>										
<b>Guarantor's Address:</b>	<SD:GuarantorAddress>										
<b>The Property:</b>	<SA:RoomAddressOneLine>										
<b>Room Type:</b>	<SA:BedroomType>										
<b>Term:</b>	<SA:TotalWeeksByTotalAmount>										
<b>Tenancy Start Date:</b>	<SA:LicenceStart>										
<b>Tenancy End Date:</b>	<SA:LicenceEnd>										
<b>Rent Details:</b>	<SA:WeeklyRent> per week, inclusive of Utilities Broadband and Contents Insurance										
<b>Payment Schedule:</b>	<table> <tr> <td>&lt;SA:InstallmentDueDate1&gt;</td> <td>&lt;SA:InstallmentAmount1&gt;</td> </tr> <tr> <td>&lt;SA:InstallmentDueDate2&gt;</td> <td>&lt;SA:InstallmentAmount2&gt;</td> </tr> <tr> <td>&lt;SA:InstallmentDueDate3&gt;</td> <td>&lt;SA:InstallmentAmount3&gt;</td> </tr> <tr> <td>&lt;SA:InstallmentDueDate4&gt;</td> <td>&lt;SA:InstallmentAmount4&gt;</td> </tr> <tr> <td>&lt;SA:InstallmentDueDate5&gt;</td> <td>&lt;SA:InstallmentAmount5&gt;</td> </tr> </table> <p>A discount of &lt;SA:DiscountPercentage&gt; % will apply (for tenancies of 39 weeks or more) if the total rent is paid in full by the due date for Payment 1</p>	<SA:InstallmentDueDate1>	<SA:InstallmentAmount1>	<SA:InstallmentDueDate2>	<SA:InstallmentAmount2>	<SA:InstallmentDueDate3>	<SA:InstallmentAmount3>	<SA:InstallmentDueDate4>	<SA:InstallmentAmount4>	<SA:InstallmentDueDate5>	<SA:InstallmentAmount5>
<SA:InstallmentDueDate1>	<SA:InstallmentAmount1>										
<SA:InstallmentDueDate2>	<SA:InstallmentAmount2>										
<SA:InstallmentDueDate3>	<SA:InstallmentAmount3>										
<SA:InstallmentDueDate4>	<SA:InstallmentAmount4>										
<SA:InstallmentDueDate5>	<SA:InstallmentAmount5>										

# TENANCY AGREEMENT

<SA:Landlord>> whose registered office is at <SA:LandlordAgentAddress> ACTING BY ITS GENERAL PARTNER and includes where the context so requires its successors as landlord under the Agreement but without inferring any joint and several liability ("Landlord")

between

<SD:FullName><SD:HomeAddress> ("TENANT")

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

"Agreement" means this Agreement between the Landlord and the Tenant;

"Building" means <SA:RoomAddressOneLine>

"Building Common Parts" means the common areas within parts of the Building (not including, if applicable, Flatted Common Parts);

"Date of Entry" means <SA:LicenceStart>;

"Date of Expiry" means <SA:LicenceEnd>;

"Flat" means (where the Premises are situated in a flat) the shared flat within which the Premises are situated;

"Flatted Common Parts" means (where the Premises are situated in a flat) common areas within the Flat;

"Premises" means the subjects hereby let being <SA:RoomAddressOneLine>

"Tenancy" means the tenancy constituted by this Agreement;

### 1.2 Interpretation

Except to the extent that the context or the express provisions of this Agreement requires otherwise, in this Agreement:

1.2.1 words importing any gender shall include all genders;

1.2.2 words importing the singular number only shall include the plural number and vice versa;

1.2.3 where at any one time there are two or more persons included in the expression the "Tenant" obligations contained in this Agreement which are expressed to be made by the Tenant shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order;

1.2.4 reference to the parties shall be construed as reference to the parties to this Agreement at that time;

1.2.5 any reference to a clause is to the relevant clause of this Agreement;

1.2.6 unless expressly stated to the contrary in this Agreement, reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision;

1.2.7 any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words;

- 1.2.8 any obligation by the Tenant not to do or omit to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done or omitted to be done as the case may be; and
- 1.2.9 the headings, contents page and frontsheet are all for reference only and shall not affect construction.

## **2. PREMISES**

In consideration of the rents and other obligations hereinafter specified the Landlord hereby lets to the Tenant the Premises together with a non-exclusive right to use the Building Common Parts along with the other occupiers within the Building and, if applicable, the Flatted Common Parts along with the other occupiers within the Flat.

## **3. COMMENCEMENT AND DURATION**

The Tenant shall be entitled to occupy the Premises for the period of <SA:TotalWeeksByTotalAmount> weeks and the Tenancy will commence on the Date of Entry and will end on the Date of Expiry.

## **4. RENT AND OTHER CHARGES**

### **4.1 Rent**

The Tenant shall pay to the Landlord rent of <SA:WeeklyRent> per week (inclusive of utilities, broadband at 30Mbps and premium relative to contents insurance) payable in advance. Payments are to be made on the due dates in accordance with the payment schedule as follows: \_

<SA:InstallmentDueDate1> <SA:InstallmentAmount1>

<SA:InstallmentDueDate2> <SA:InstallmentAmount2> <SA:InstallmentDueDate3>

<SA:InstallmentAmount3> <SA:InstallmentDueDate4> <SA:InstallmentAmount4>

<SA:InstallmentDueDate5> <SA:InstallmentAmount5>

A discount of <SA:DiscountPercentage>% will apply (for tenancies of 39 weeks or more) if the <SA:TotalWeeksByTotalAmount> is paid in full by the due date for Payment 1 Rent is to be paid by recurring Debit or Credit Card payments

### **4.1 Contents**

The Tenant agrees to pay the cost of replacement or repair of (at the option of the Landlord) any of the contents which are destroyed, damaged, removed or lost during the period of the Agreement, fair wear and tear excepted. The Tenant shall leave the contents in the same places in which they were positioned at the Date of Entry.

### **4.2 Costs of repairs etc**

Without prejudice the Landlord's whole rights and remedies under this Agreement, the Landlord will be entitled at the Date of Expiry or other date of termination of this Agreement to use any pre payments made by the Tenant to meet any outstanding sums or accounts due by the Tenant, the cost of repairing or replacing any of the fittings and fixtures and contents which have been broken, damaged or lost and the expense of making good any failure by the Tenant to fulfil any of the other conditions of this Agreement including legal or other costs incurred as a result of such failure.

#### **4.3 Local Authority Taxes**

The Tenant will be responsible for payment of any council tax liability or any local tax which may replace this. Should the Tenant be exempt from council tax liability, the Tenant will provide the Landlord with a copy of all council tax exemption certificates as are applicable to the period of the Tenancy.

#### **4.4 Telephone, Internet/Broadband/ Television**

The Tenant undertakes to pay the amount of all charges made for the use of the telephone, Internet/Broadband upgrades beyond 30mg and any further offers made available (if any) at the Premises during the period of this Agreement or a proper proportion of the sums demanded for said utilities and facilities to be assessed according to the duration of this Agreement unless these are included in the rent. The Tenant undertakes to pay all charges in respect of any television licence.

#### **4.6 Insurance**

The Landlord will have no liability for any items belonging to the Tenant. The Landlord will exhibit any contents insurance policy taken out by the Landlord but the Landlord does not guarantee its adequacy and the Tenant is deemed to have satisfied itself on its terms.

#### **4.7 Breach**

If the Tenant is in material breach of any term or condition of the Tenancy, the Landlord is entitled to terminate the Tenancy, to take legal action against the Tenant, including eviction, and to recover any resulting costs from the Tenant.

#### **4.8 Interest**

The Tenant shall pay the Landlord on any unpaid sums owed to the Landlord at the rate of 2% above the base rate of Barclays Bank plc from time to time.

#### **4.9 Charges for returned or cancelled charges**

The Tenant shall pay upon demand for charges debited to the Landlord's account in respect of returned or cancelled charges.

### **5. OCCUPATION AND USE OF THE PREMISES**

#### **5.1 Dwellinghouse**

The Tenant agrees to occupy the Premises as a single private dwellinghouse and not for any other use. He agrees not to use the Premises or the Building Common Parts or, if applicable, the Flatted Common Parts for illegal activities nor for any business, trade purposes or profession.

#### **5.2 Absences**

The Tenant agrees to notify the Landlord in advance if it is to be absent from the Premises for any reason for a period of more than [14] days. The Tenant agrees to take such measures to secure the Premises prior to such absence as the Landlord may reasonably require.

#### **5.3 Sub-letting and sharing**

The Tenant agrees not to:

- 5.3.1 assign its interest in this Agreement to any other person; or
- 5.3.2 sub-let the Premises in whole or in part; or
- 5.3.3 take in lodgers or paying guests; or
- 5.3.4 allow other persons to share the occupancy of the Premises or the Building Common Parts or, if applicable, the Flatted Common Parts, whether or not for payment;
- 5.3.5 Not to allow children to reside on the property.

without the prior written consent of the Landlord.

#### **5.4 Reasonable Care**

The Tenant agrees to:

- 5.4.1 keep the Premises aired and heated;
- 5.4.2 keep the Premises and the Contents in good and clean condition (damage by accidental fire and reasonable wear and tear excepted) and to immediately pay to the Landlord any costs or expenses incurred or suffered by the Landlord as a consequence or any breach of this.
- 5.4.3 pay for any cleaning services that may be required to reinstate the Premises to the same order that it was provided at the commencement of this Agreement, including the washing or cleaning of all linen, bedding, carpets and curtains which have been soiled.
- 5.4.4 not to use chip pans, electronic cigarettes, deep fat fryers, candles or other naked flame appliances and electric/portable heaters (other than refrigerators, freezers and heaters, provided by the Landlord).
- 5.4.5 not to use or store Nitrous Oxide, or laughing gas on the Premises
- 5.4.6 adhere to the no smoking policy ( this includes electronic cigarettes) in place throughout the Building/Premises
- 5.4.7 only prepare and cook food in designated kitchen areas
- 5.4.8 not to keep firearms, including air rifles, pistols and replicas, and any other sporting weapon. E.g fencing swords, bows and cross bows or any items that could be classed as a weapon (and any type of ammunition) at the property as these are prohibited in the accommodation.

#### **5.5 Alterations**

The Tenant agrees not to make any alteration to the Premises or the Building Common Parts or, if applicable, the Flatted Common Parts, any fixtures or fittings within the Premises, nor to carry out any decoration or glue, stick or otherwise fix anything to the exterior or interior of the Premises without Landlord's prior written consent.

#### **5.6 Building Common Parts and, if applicable, Flatted Common Parts**

- 5.6.1 The Tenant undertakes, in conjunction with the other proprietors/occupiers of the Building to cooperate with the other proprietors/occupiers to keep any communal area in a clean condition. The Tenant is not permitted to access the roof. The Tenant is not permitted to use any of the Building Common Parts for the storage or of its property
- 5.6.2 In the event of a breach of this condition the Tenant will be responsible for a portion of any extraordinary costs incurred (payable upon demand) by the Landlord in cleaning or maintaining the Building Common Parts. The portion of the costs will be equal to the total cost of cleaning and maintenance divided by the number of tenants contracted to use those Building Common Parts.
- 5.6.3 Where the Premises are situated in a flat, the Tenant undertakes in conjunction with the other proprietors/occupiers of the Flat to keep the Flatted Common Parts in a clean condition and shall meet an equal share (along with the other occupiers in the Flat) of the costs of repairing any damage to the Flatted Common Parts.

#### **5.7 Refuse**

The Tenant agrees to dispose of all rubbish in an appropriate manner and in those areas so designated by the Landlord and at the appropriate time. The Tenant must ensure that rubbish is properly bagged. The Tenant will comply with any local arrangements for the disposal of large items.

## **5.8 Behaviour towards others**

- 5.8.1 The Tenant agrees not to cause (nor allow other occupiers, guests or visitors to the Premises or the Building Common Parts or, if applicable, the Flatted Common Parts) nuisance, annoyance or disturbance to neighbours, or to the Landlord, its agents or employees either in the Premises, the Building Common Parts or, if applicable, the Flatted Common Parts or in the locality of the Premises.
- 5.8.2 The Tenant undertakes not to commit or allow members of its household or persons visiting the Premises or the Building Common Parts or, if applicable, the Flatted Common Parts to commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age which may interfere with the peace and comfort of, or cause offence to, any other neighbours or members of their household either in the Premises, the Building Common Parts or, if applicable, the Flatted Common Parts or in the locality of the Premises.
- 5.8.3 In particular, the Tenant and its visitors must not:
- 5.8.3.1 make excessive noise;
  - 5.8.3.2 use the Premises or the Building Common Parts or, if applicable, the Flatted Common Parts or allow them to be used, for illegal or immoral purposes;
  - 5.8.3.3 play any musical instrument or device and not to allow noise from a radio or sound production system of any kind to be heard outside the Premises;
  - 5.8.3.4 vandalise or damage the Premises, or fixtures and fittings and contents thereof or any part of the Building Common Parts or, if applicable, the Flatted Common Parts ;
  - 5.8.3.5 leave rubbish either in unauthorised places or at inappropriate Times
  - 5.8.3.6 harass, threaten or assault any visitors, neighbours, members or employees of the Landlord. This includes behaviour due to that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
  - 5.8.3.7 use or carry offensive weapons;
  - 5.8.3.8 use or sell unlawful drugs or sell alcohol; or
  - 5.8.3.9 do or allow or permit to be done on the Premises any act or thing which may be a nuisance, damage or annoyance to the Landlord or to the occupiers of any neighbouring premises or which may void any insurance of the Premises or cause the premiums to increase.

## **5.9 Pets**

The Tenant agrees not to keep any animals, birds or pets in the Premises.

## **5.10 Access**

### **5.10.1 Routine Access**

The Tenant agrees to give the Landlord access to the Premises and the Building Common Parts and, if applicable, the Flatted Common Parts for the purpose of carrying out maintenance, repair or inspection or for the purpose of visiting with prospective tenants on not less than 24 hours prior written notice .

### **5.10.2 Emergency Access**

The Tenant agrees to give immediate access to the Landlord in an emergency whether or not notice has been given. The Landlord reserves the right to effect forcible entry to the Premises and the Building Common Parts and, if applicable, the Flatted Common Parts should such access not be made available.

### **5.11 Security**

The Tenant will take all reasonable steps to safeguard the Premises. In particular, the Tenant will lock the external door(s) at night and lock window locks whenever the Premises are unoccupied.

## **6. REPAIRS AND MAINTENANCE**

### **6.1 Structure and Exterior**

The Landlord undertakes to keep in repair the structure and exterior of the Premises and the Building:

### **6.2 Notification of Repairs**

The Tenant undertakes to immediately notify the Landlord (or any officer, agent or employee specified by the Landlord for that purpose) of the need for any repair or any event which may give rise to a claim under the insurance for the Building. The Landlord undertakes to carry out the necessary repairs within a reasonable period of time after having been notified of the need to do so.

### **6.3 Payment for Repairs**

The Tenant will be liable for the cost of repairs where the need for them is attributable to its fault or negligence or the fault or negligence of any other person for whom it is legally responsible or any of its guests.

### **6.4 Gas safety**

The Landlord will ensure that relevant gas fitting and any flue which serves the same is checked for safety every 12 months and will provide the Tenant with a copy of the record of such safety check. The Landlord will provide the Tenant with full instructions on the operation of gas appliances and the action to be taken in respect of any malfunction of gas appliances or installations. The Tenant undertakes to report any defects in the gas installations to the Landlord as soon as it becomes aware of them. The Landlord will use a Gas Safety registered engineer for the safety check and maintenance of the relevant gas fitting.

### **6.5 Fire safety**

The Landlord will provide a fire blanket in the kitchen area. The Landlord will provide the Tenant with instructions on the action to be taken in the event of fire in the Premises.

### **6.6 Energy Performance Certificate ("EPC")**

To the extent an EPC is required, the Landlord shall exhibit it.

### **6.7 Restrictions**

The Tenant shall comply with all reasonable restrictions and directives as the Landlord may continue to have made or give for the orderly, convenient and proper management of the Premises.

### **6.8 Information**

The Tenant shall permit the Landlord or his agent to provide information about the Tenant to the Local Authority and its representatives from any institution of where the Tenant is studying or working.

## **7. ENDING THE TENANCY**

7.1 The Landlord may terminate this Agreement by service on the Tenant of a notice to quit. The Landlord may serve such notice either:

7.1.1 to terminate this Agreement at the Date of Expiry;

- 7.1.2 to terminate the tenancy where the Tenant has failed to perform any of its obligations under this Agreement

In the event that the Tenant fails to remove from the Premises at the end of the period specified in such a notice to quit, the Landlord can bring legal action against the Tenant to recover possession of the Premises.

- 7.2 The Tenant shall pay all fees, expenses and costs on a full indemnity basis (including solicitor's, counsel's and surveyor's fees) incurred by the Landlord in preparing and serving any notice or letter on the Tenant or in connection with or arising from any breach of any of the obligations on the part of the Tenant contained in this Agreement whether or not court proceedings are taken.

## **8. NOTICES**

Any notice or document may be served on or sent to the Landlord care of Downing Property Management Limited, 5 Myrtle Street, Liverpool L7 7DN. The Landlord shall be entitled to send, serve or deliver any notice or document to the Tenant at the Premises or by email to the address the Tenant has provided to the Landlord.

## **9. ITEMS REMAINING**

At the end of this Agreement the Landlord may remove (at the cost of the Tenant) and at no risk to the Landlord or any agent any belongings left at the Premises. The Landlord may destroy perishable goods or items of a health and safety concern (at the cost of the Tenant). The Landlord may remove any remaining items (unless the prior written consent has been obtained from the Landlord) and store them for a maximum of seven days from the Date of Expiry and re-charge costs at a commercial rate. The Tenant shall also pay any call out charges incurred by the Landlord either to give access for collection or charges made by any other company.

## **10. NOTICE AND DECLARATIONS**

In signing this Agreement and taking entry to the Premises, the Tenant:

- 10.1 acknowledges that by virtue of paragraph 5 Schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016, the tenancy is not a private residential tenancy as defined in that Act;
- 10.2 confirms that it has made full and true disclosure of all information sought by the Landlord in connection with this Agreement;
- 10.3 confirms that it has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to enter into this Agreement;
- 10.4 acknowledges that (1) this Agreement is legally binding and by signing it is entering into a legally binding agreement and (2) it has taken legal advice on the terms of this Agreement or has been advised to do so but has declined to do so; and
- 10.5 confirms that the tenancy shall not be capable of renewal or continuation by that relocation.

## **11. TEMPORARY OCCUPATION**

Subject always to the right of the Landlord to bring this Agreement to an end under clause 13, if the Premises are either unfit, unready, unavailable or unsafe for occupation or rendered uninhabitable due to construction delays, disrepair or any other reason (including the continued occupation by an existing tenant whose removal from the Premises has been delayed by restrictions imposed by any competent authority relating to a pandemic or



epidemic (including Covid-19), including self-isolation or other reasonable precautionary steps intended to reduce the impact of a pandemic or epidemic) then the Tenant agrees to be re-housed on a temporary basis in suitable alternative accommodation provided by the Landlord and to sign any temporary licence agreement reasonably requested by the landlord. The Tenant agrees not to claim any damages for any inconvenience that may be suffered as a result of any such move. It is agreed that any alternative accommodation will be supplied free of charge by the Landlord to the Tenant and the Tenant shall for any such period continue to pay the rent under this Agreement.

## **12. INFORMATION**

The Landlord may share information contained in this Agreement with the local Authority or education establishment at which the tenant is matriculated.

## **13. ADDITIONAL GROUNDS FOR ENDING THE TENANCY**

If the Premises are, in the reasonable opinion of the Landlord, unfit, unready, unavailable or unsafe for occupation due to:

1. Guidance, advice or restrictions imposed by any competent authority relating to a pandemic or epidemic (including Covid-19), including self-isolation or other reasonable precautionary steps intended to reduce the impact of a pandemic or epidemic; or
2. Any other health & safety reason (including, but not limited to the inability of the Landlord to provide management services due to any such guidance, advice or restrictions then in place); or
3. Construction delays arising from or relating to a pandemic or epidemic (including Covid-19), including self-isolation or other reasonable precautionary steps intended to reduce the impact of a pandemic or epidemic; or
4. The continued occupation by an existing tenant whose removal from the Premises has been delayed by restrictions imposed by any competent authority relating to a pandemic or epidemic (including Covid-19), including self-isolation or other reasonable precautionary steps intended to reduce the impact of a pandemic or epidemic;

then the Landlord may, by notice to the Tenant, determine this Agreement with immediate effect. The Tenant agrees not to claim any damages for any inconvenience that may be suffered as a result of any such determination.

## **14. RENT SUSPENSION ON INSURED RISK DAMAGE**

If the Premises are damaged or destroyed by an insured risk or are wholly or partly unfit for occupation and use and the payment of the insurance monies is not wholly or partly refused because of any act or omission of the Tenant or any other person at the Premises with the express or implied authority of them, then payment of the Rent or a fair proportion of it according to the nature and extent of the damage shall be suspended until the Premises have been reinstated so as to make the Premises fit for occupation and use provided always that the Landlord shall not be obliged to provide any alternative accommodation to the Tenant for the period of suspension.

**IN WITNESS WHEREOF** these presents consisting of this and the preceding pages are subscribed as follows:

**THIS AGREEMENT IS LEGALLY BINDING AND BY SIGNING IT THE TENANT IS ENTERING INTO A LEGALLY BINDING AGREEMENT AND IS STRONGLY ADVISED TO TAKE LEGAL ADVICE ON THE TERMS OF THIS AGREEMENT BEFORE SIGNING**

SUBSCRIBED by the said <SD:FullName>

.....

At.....<SD:Home Address>

On the                    day of                    20

In the presence of.....

Witness Full Name.....

Witness Address.....

**(Note the witness cannot be a relative)**

SDF/CRCJ/354428/2/UKM/103197610.3