



# LEA PROPERTY SOLUTIONS

**Acting as the agent on behalf of the Landlord**

## **ASSURED SHORTHOLD TENANCY AGREEMENT**

**RENTING A FURNISHED ROOM FROM A NON RESIDENT LANDLORD**

**Sections Include:**

- Agreement Details
- Terms and Conditions
- Signatures in acceptance of the terms

## ASSURED SHORTHOLD TENANCY AGREEMENT

THIS FORM OF AGREEMENT IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT IS ACCEPTABLE TO YOU. PLEASE INITIAL THE BOTTOM OF EACH PAGE AS PROOF THAT YOU HAVE READ IT AND UNDERSTAND WHAT IS EXPECTED OF YOU.

In this agreement, the agent is acting on behalf of the landlord, known as \_\_\_\_\_ who is the owner of this property

**The Agent:** LEA Property Solutions LTD

**The Agents address:** LEA Property Solutions LTD  
Westerfield Business Centre, Main Road,  
Ipswich, Suffolk, IP6 9AB

**The Tenant:**

**Bedroom number:**

**Property Address:**

Together with the contents as specified and signed on the inventory dated: \_\_\_\_\_  
Please note that if the Inventory and Schedule of Condition is not agreed or challenged by you in writing within seven days of commencement of the Tenancy, we shall deem that you have accepted the Inventory and Schedule of Condition as fair and accurate and that the Landlord/Agent may rely on them at the end of the Tenancy as being correct and accurate.

### **The Term**

For a fixed period of six months from \_\_\_\_\_ to \_\_\_\_\_

The tenancy will then continue as a contractual period tenancy, still subject to the terms and conditions set out in this agreement, monthly, from the end of this fixed period or until the tenant gives notice that they wish to end this agreement as set out in clause 30, or the agent serves on the tenant a notice under section 21 of the Housing Act 1988, or this agreement is ended by consent or by a court order. PLEASE NOTE: If the tenant wishes to terminate the tenancy before the end of the fixed period then **they must have notified the agent of this request in writing before signing this agreement.** If the tenant wishes to terminate this agreement at the end of the six-month term then we ask they inform the agent two months before the end of the fixed term.

### **The Rent**

At a Rent of; £\_\_\_\_\_ per month payable every 1<sup>st</sup> of the month

The first rent payment is to be paid before moving into the property and thereafter on the 1<sup>st</sup> day of the month by bankers standing order direct into the relevant account.

### **The Deposit**

A deposit of £\_\_\_\_\_ is to be paid in cleared funds on the signing of this agreement and is held under the terms of an authorised tenancy deposit scheme (as per clause 6 of this agreement) the details of which will be made to the tenant by the agent within 30 days of the deposit being paid.

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**Attached to and forming part of this agreement are copies of:** (please tick)

House Rules ☐ Cleaner notification ☐ Inventory ☐

Tenant Room Handover ☐ Agent Handover ☐ Prescribed Information Template ☐

## **TERMS AND CONDITIONS**

### **1. General**

1.1 In this Agreement any reference to the masculine includes the feminine.

1.2 This Agreement is for the letting of furnished residential accommodation in accordance with the inventory signed between the parties.

1.3 This Agreement is an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 (as inserted by Section 96 the Housing Act 1996). The Landlord/Agent may recover possession of the Property at the end of the Term by obtaining a court order pursuant to the provisions of Section 21 of the Act, as amended by Sections 98 and 99 of the 1996 Housing Act.

1.4 Under this Agreement the Tenant will have exclusive occupation of his designated room and will share with the other occupiers of the Property the use and facilities of the Property (including such bathroom, kitchen and sitting room facilities as may be at the Property).

1.5 This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985, where applicable to this Tenancy. This makes provision for the Landlord to repair the structure and exterior of the premises and certain installations in the premises.

### **2. Ownership and Permission to Let**

The Landlord warrants that he is legally entitled to grant this tenancy and has obtained the appropriate consent from any mortgage lender or superior landlord or other interested party. The Landlord also confirms that the Property is not subject to any restrictive covenant or other provision which has not been disclosed to the Tenant which would restrict or lessen the Tenant's enjoyment of the Property.

### **3. The Tenant**

3.1 The Tenant is required to give two valid references before signing this agreement.

3.2 The tenant is to pay the landlord's reasonable costs reasonably incurred as a result of any breaches by the tenant of his obligations under this agreement. Any obligation upon the Tenant under this agreement to do or not to do anything shall also require the tenant not to permit or allow any visitor to do the same thing.

### **4. The Property**

The Property is the Property specified on page 2, together with any outside space or garden and the Landlord's fixtures and fittings in the premises or as stated in the attached inventory.

### **5. Rent and Charges**

5.1 The Tenant shall pay the rent by standing order and at the times specified on page 2 whether or not it has been formally demanded or not.

5.2 You must not exercise any right or claim to withhold rent in respect of legal or equitable set-off.

5.3 The agent/landlord reserves the right to review the rent at any time but any increase must be deemed a reasonable percentage and the tenant given one month notice of the intention to exercise this option.

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## **TERMS AND CONDITIONS continued**

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5.4 The Tenant must pay the Landlord all costs and expenses, on an indemnity basis, incurred by the landlord in:

5.4.1 The recovery from the Tenant of any rent or any other money which is in arrears

5.4.2 The enforcement of any of the provisions of this agreement

5.4.3 The service of this notice relating to the breach by the Tenant of any of the Tenants obligations under this agreement whether or not the same shall result in court proceedings.

5.4.4 The cost of any Bank or other charges incurred by the landlord/agent if any cheque is written by the Tenant is dishonoured or if any standing order payment is withdrawn by the tenants bankers or if there are any other bank charges through no fault of the landlord/agent

5.4.5 The cost of repairing, decorating or cleaning the property or the contents so they are the same standard as at the commencement of the Tenancy (reasonable wear and tear accepted).

5.4.6 Any other monies owed by the tenant to the landlord/agent

5.4.7 Compensation for the breach of any terms of this agreement

5.5 You will be required to sign up to the CreditLadder service and agree to remain a CreditLadder member for the duration of your tenancy. CreditLadder will recognise your rent payments each month through 'Open Banking' and more information can be found at [www.creditladder.co.uk/faq/browse](http://www.creditladder.co.uk/faq/browse). Should CreditLadder be unable to verify your rent payment then you agree for us to share your rent paid details with CreditLadder. Your application status with CreditLadder may be shared with Us.

5.6 Your monthly rent payments will be recorded by CreditLadder and you agree to CreditLadder holding this information. Each month your rent payment will be reported by CreditLadder to a Credit Reference Agency (including, but not limited to Experian). CreditLadder will use all reasonable endeavours to ensure that all reports provide an accurate reflection of the record of payments received from you, the Tenant. On time rent payments will help improve your credit history and may help you obtain better rates on a range of products and services such as mortgages, loans and credit cards.

## **6. The Deposit**

6.1 The deposit specified above shall be paid by the Tenant before the signing of this Agreement and is to be held by the Landlord/Agent within a suitable deposit scheme for the duration of the tenancy as security against non-performance of his obligations laid down within this agreement. This includes any breach by the Tenant of his obligations as to the cleaning of the premises, the cleaning of any fixtures and fittings therein and the return of all keys.

6.2 The deposit is not to be used by the Tenant towards any rent payment or the final rent payment. The deposit shall be returned to the Tenant (without interest and less any relevant deductions) within 14 days of the termination of the tenancy. If the vacation of the premises by the Tenant is before the end of the contracted date then the 14 days will commence from the end of the contracted date.

## **7. Forfeiture and Interest on Payments in Arrears**

7.1 Where the rent, any part of it, or any other sum due from the Tenant under this Agreement, is in arrears of 14 days or more after it has become due, whether legally

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demanded or not, or the Tenant has breached any of the terms of this Agreement, or any of

the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply, then the Landlord/Agent shall be entitled to end the Tenancy either (a) by serving the appropriate notice and obtaining a court order, or (b) by re-entering the Property if it is no longer occupied by the Tenant or anyone else with a lawful right to live in it. If the Landlord/Agent exercises this right of forfeiture, it shall be without prejudice to the other rights and remedies of the Landlord.

7.2 Where the rent or any other sum due by the Tenant under this Agreement is in arrears, whether legally demanded or not, the Landlord shall be entitled to charge interest at the rate of 3% above the prevailing base rate of the Bank of England on the outstanding sum from the date when the same became due until the date of payment.

### **8. Insurance**

8.1 The Landlord agrees to insure the Property and, if the Landlord so wishes, the Landlord's fixtures, fittings and effects, including such electrical appliances as are not the Tenant's responsibility, against loss or damage by fire, lightning, storm, flood, impact, riots, malicious damage, damage from burst pipes, theft and third party risks and such other risks as are normally covered by a Householder's Comprehensive Policy. The tenants' personal belongings will not be insured by the landlord or covered in any insurance policy operated at the property and upon signing this agreement the tenant is agreeing that it is his responsibility.

8.2 If the Tenant so wishes, he can insure his personal effects, which shall not be the Landlord's responsibility.

8.3 The Tenant shall not (nor allow others to) do anything that will adversely affect the Landlord's insurance of the Property.

### **9. Possession**

9.1 The Landlord/Agent agrees, subject to the Tenant paying the rent and observing and performing the obligations set out on this Agreement, not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

9.2 If the tenant behaves unreasonably, as agreed by the agent and the rest of the household, or does not adhere to any points set out in this contract then the agent reserves the right to serve notice or take possession of the property under section 8 or 21 of the House Act 1988.

### **10. Natural Disasters**

The tenant has a duty to report any damage caused by fire, theft, flood and natural disasters, and provide sufficient details for the landlord to make an insurance claim.

### **11. Communal Areas**

The Landlord/Agent shall take reasonable care to keep the common entrances, halls, stairways, lifts, passageways and any other common parts including their electrical lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Property. The tenants must seek separate permission to add their personal items to any communal area in the house.

### **12. Use of Property**

12.1 The Tenant is expected to use the property, carefully and properly and not damage it, as their principal home.

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## **TERMS AND CONDITIONS continued**

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12.2 The Tenant shall use the Property for residential purposes only and shall not (nor allow others to) operate a business at the property or use it for any improper, immoral or illegal purposes.

12.3 No illegal drugs or excessive amounts of alcohol are to be consumed in the property.

12.4 There is no smoking permitted anywhere inside the property. An ashtray is provided outside in the garden and the tenant will be expected to use this otherwise they will be charged costs to clear up any misuse.

12.5 The Tenant will not make any noise or play any radio audio equipment or musical instrument in or about the property so as to cause nuisance to housemates, neighbours, adjoining residents or anyone in the immediate area.

12.6 The Tenant must not do or permit to do anything that may reasonably be considered to be a nuisance or annoyance to the landlord or the agent or occupiers of any adjoining property.

12.7 Tenants shall be allowed guests to stay at the property but not to exceed two nights per week unless of special and infrequent circumstances. Prior permission from the agent and current occupants must be granted for these circumstances. All guests must be over the age of 18, NO children are allowed on or into the property without prior written agreement from the agent.

12.8 It is the tenant's responsibility to ventilate their room fully by opening windows and doors regularly so as not to encourage condensation and therefore the possible formation of mould on walls and furniture. If the room is not ventilated (as confirmed by an expert for whom charges apply) then the landlord/agent will recover costs from the tenant to rectify any damage. All reasonable precautions to prevent condensation by keeping the property adequately ventilated and heated.

12.9 The tenants are expected to adhere to the terms and conditions outlined in the 'notification of cleaner procedure' which is issued upon moving in. Failure to do so will be deemed breach of contract.

12.10 The Tenant shall not bring into the property any furniture or furnishings and other personal effects that do not meet the required safety standards. Communal areas are to be kept free of any personal belongings with the exception of the kitchen cupboards and designated shelves in the bathroom.

12.11 The Tenant shall not install, take into, use or keep in, the property any heater or like object which requires paraffin or other gaseous fuel, and not to burn candles in the property without the express written permission of the landlord or agent.

12.12 The charging of electric vehicles is not permitted on or from the property.

### **13. Condition of Property**

13.1 unless written comments or amendments are received by the Agent within 14 days of tenancy commencement the Tenant acknowledges that the inventory attached hereto and forming part of this agreement, is a true and accurate record of the property and the contents, including their condition, at the beginning of the Tenancy.

13.2 The Tenant will not damage the property or make any alterations in or addition to it or the current electrical or plumbing systems

13.3 The Tenant is not to decorate or change the style or colour of the decoration of the property whether it be internal or external with the exception of their bedroom where they may be permitted to decorate with the prior written permission of the agent providing it is restored to its original condition at the end of the tenancy.

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## **TERMS AND CONDITIONS continued**

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13.4 The Tenant is not to erect any aerial or satellite dish or install any internet equipment without prior written permission of the agent.

13.5 The Tenant must keep the interior of the property and the contents in the same condition, cleanliness, repair and decoration, as at the start of the tenancy with allowance for fair wear and tear.

13.6 The Tenant will not remove any of the contents of the property without the express written permission of the landlord.

13.7 The Tenant must notify the agent as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the property which comes to the tenant's attention.

13.8 The Tenant must take care of shared facilities, proper care of the contents and clean as appropriate after use.

13.9 The Tenant must replace any light bulbs where necessary and possible and if not possible must inform the agent of the non-operational light.

### **14. Assignment**

The Tenant shall not assign, sublet, charge or part with or share possession or occupation of the Property or any part thereof without the prior written consent of the Landlord/Agent.

### **15. Nuisance**

The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord/Agent, other tenants or any neighbours. Due the household being a house of multiple occupancy, the Tenant may not play loud music or instruments at any time in the property.

### **16. Damage**

The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure, interior or any part of the Property.

### **17. Alterations to Property**

The Tenant shall not (nor allow others to) make any alterations, improvements or additions to any of the communal areas in the Property, including external decoration and additions to or alterations to, the Landlord's installations, fixtures and fittings, and the Tenant shall not (nor allow others to) remove any of the items specified in the inventory (if any) or any of the Landlord's possessions, from the premises. The tenant is allowed to paint his room as long as at the end of the tenancy the room is painted back to its original colour

of magnolia. The Tenant may make minor alterations to his bedroom such as putting up pictures or mirrors but at the end of the tenancy must restore the room back to its original condition by undoing the minor alterations and filling and repainting over any holes so they cannot be noticed. If the tenant bedroom is painted by the tenant or any minor alterations made and then it is not restored back to its original state at the end of the agreement, then the cost to rectify this will be deducted from the tenant's deposit.

### **18. Keys and locks**

The Tenant shall not alter or change or install any locks on any doors or windows in or about the Property or have additional keys made for any locks without the prior written consent of the Landlord/Agent. £12 per key is charged for any replacement key and £50 for key fobs where applicable.

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**19. Pets**

We do not allow any animals, reptiles, insects, rodents or birds in any of our properties, visiting or otherwise, at any time.

**20. Cleaning and Maintenance**

20.1 The Tenant is jointly responsible for keeping the interior of the premises, including their rooms in good condition and decorative order, subject to the Landlord/Agent providing and maintaining a vacuum cleaner and other appropriate implements for this purpose.

20.2 The Tenant is jointly responsible for cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes and the like (where applicable). The Agent will assist where necessary/appropriate. If a cleaner is provided, this is an additional service and does not replace the tenants responsibility.

20.3 The Tenant is jointly responsible for the cleaning of any carpets, curtains, furnishings or other items listed in the inventory.

20.4 The Tenant jointly is responsible for the maintenance of all the furniture listed in the Inventory (with the exception of the electrical appliances)

20.5 The Tenant is jointly responsible for the cleaning of the insides of all windows and for immediately replacing any broken glass, however caused.

20.6 The tenant is responsible for ensuring their room and all communal areas are cleaned to the expected standard at the end of their tenancy. The agent will issue paperwork to assist and notify of the standard expected, which will be the same at the standard experienced upon moving in.

**21. Parking**

Refer to your signed copy of the house rules for instructions and restrictions on parking.

**22. Garden and Refuse**

22.1 The Tenant is not responsible for the maintenance of the garden as a gardener is provided but is responsible for keeping the garden free of any debris/rubbish and allowing the gardener access. Failure of the tenant keeping to the above statement may result in the tenant paying the costs of the gardener for that specified incident.

22.2 The tenant is responsible for ensuring the refuse is disposed of promptly and in the correct way (ensuring the correct rubbish is put in the correct rubbish bin) and is also fully responsible for ensuring the refuse bin is put out ready for collection on the correct day. It is not acceptable to allow waste to accumulate and to overfill bins at the beginning/during/end of their tenancy. Failure to do this will incur costs which will be split equally between the number of tenants residing in the property unless blame can be proven specifically to an individual tenant(s).

22.3 Tenants are not allowed to dispose of personal items/clothing/furniture/bedding in the communal bins at the end of their tenancy, failure to comply will result in additional charges

**23. Repairing Damage**

The Tenant agrees to make good any damage to the Property or to the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any visitor of the Tenant to the Property, fair wear and tear excepted, and to pay any costs incurred by the Landlord/Agent carrying out such works in default.

**24. Reporting Disrepair**

24.1 The Tenant shall report to the Agent any disrepair or defect in respect of the

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24.1 cont...property or the fixtures and fittings and report any failure of electrical appliances immediately, irrelevant if caused by the tenant or not. The tenant will follow the 'Repair Protocol' clearly set out in the move in paperwork. The tenant will use the house WhatsApp group to report issues so all other tenants in the house are aware.

24.2 In the event the tenant reports disrepair and a call out is placed to a relevant tradesman but the tenant is mistaken, then the tenant will be liable for all relevant costs

### **25. Utilities/Services**

25.1 The Tenant pays for the use of utilities/services (electric, gas, water and council tax) included in their monthly rental payment. However, these rates are worked out on an expected average of number of tenants per property and so if we receive a high utility bill for more than this amount that reflects the Tenants overuse (such as leaving lights on) then the landlord reserves the right to charge the tenant for overuse

25.2 The heating allowance is 7.5 hours per day from October – April and is set to come on at specific times specified in the 'House Information and Rules' which is issued upon move in. Times cannot be altered by the tenant without prior agreement.

25.3 The Tenant shall not do anything to cause the disconnection of these supplies.

### **26. Rights of Access**

26.1 The Tenant shall allow the Landlord/Agent and contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property or appliances. The Landlord/Agent shall normally give at least 24 hours' notice but the Tenant shall give immediate access in an emergency.

26.2 The Tenant shall allow the Landlord/Agent access to the premises, including the tenant's bedroom as necessary, during the final 62 days of the tenancy, to show the premises to prospective Tenants or at any time to show the premises to a prospective purchaser or anyone acting on his behalf.

### **27. Property Left Unattended**

Whenever the Property is left unattended, the Tenant must fasten all locks to all doors and windows to prevent unauthorised access to the premises. The Tenant should notify the Landlord/Agent if he intends to leave the premises vacant for a period in excess of 14 consecutive days and in such a case, the Tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather.

### **28. Gas Safety**

The Landlord/Agent shall ensure that all gas appliances, flues and installation pipe work in the Property are checked by a Gas Safe registered technician on an annual basis as a safety measure. A record of this visit/certificate will be displayed on the communal pin board

### **29. Electrical Safety**

The Landlord confirms that all electrical appliances supplied by him are safe. If the Tenant brings his own electrical items in to the house then it is the Tenants responsibility to ensure they are safe.

### **30. Moving Out**

30.1 The tenant is required to give the necessary one months notice written before moving out. Email is accepted as written notice but you must receive a reply as confirmation the email has been received. If the tenant does not receive a reply then the email has not been received. If the tenant does not give the required notice then they are liable to continue to pay rent until the end of the notice period.

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## **TERMS AND CONDITIONS continued**

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30.2 At the end of the tenancy the Tenant shall give the Landlord vacant possession and shall return all the keys of the Property and remove all furniture owned by the Tenant, personal effects and rubbish and leave the Property and the Landlord's fixtures and fittings in the same condition and state of repair as at the start of the tenancy, fair wear and tear excepted.

30.3 If any personal belongings remain in the property 28 days after the tenant has moved out then these will be deemed abandoned. The Landlord/Agent reserves the right to dispose of these items as he thinks fit. The tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any) and the tenant shall remain liable for any balance.

30.4 If you move in/out on a Saturday then you will be charged a £30 check in/out fee. If you wish to avoid this fee then you will be offered a week day appointment during offices hours.

30.5 The Tenant shall provide the Landlord/Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.

30.6 The Tenant shall be aware that the Landlord/Agent is not responsible for forwarding any mail to the tenant at their new residing address.

30.7 All keys are to be returned at the end of the tenancy otherwise tenants are liable to be charged £12 per missing key or £50 for a key fob.

30.8 The Tenant is responsible for returning a mattress protector or any linen that may have been provided freshly washed, clean and ironed at the end of their tenancy.

30.9 Remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal.

30.10 The Tenant shall be present during the final inspection with the agent to agree any deductions to the deposit.

30.11 The tenant is not permitted to swap rooms within this property or any other property within the fixed six month period stated on page 2.

### **31. Inventory Check and Return of Deposit**

31.1 At the end of the Tenancy the Landlord/Agent shall attend a previously arranged checkout appointment with the tenant to check the inventory room by room. If the tenant misses the agreed checkout appointment then this may delay the return of their deposit. If the Landlord/Agent is not satisfied as to the condition of the room or anything in it, the Landlord/Agent may propose a deduction of a sum from the deposit, in order to put the matter right. The Landlord/Agent must provide a written breakdown of any deduction proposed. If the Tenant does not agree to the sum claimed, the Landlord/Agent shall obtain a written quote for the cost of rectifying the matter and provide a copy to the Tenant. At the request of the Tenant, the Landlord/Agent shall provide evidence that the Landlord/Agent has in fact incurred any expenditure claimed from the deposit.

31.2 Included in the deduction from the deposit will be any rent or administration fees specified in this contract if they have not already been paid by the tenant in full. In this instance, additional admin fees may then apply.

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## **TERMS AND CONDITIONS continued**

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31.3 The deposit or the balance of the deposit shall be returned to the Tenant as soon as all costs have been clarified in writing but usually within 10 days of the end of the tenants notice period or fixed term.

### **32. Landlords Right of Termination**

The Agent/Landlord is entitled to terminate this Tenancy for these reasons (including by service of Notice in accordance with Section 8 of the Housing Act 1988 (as amended), as defined above):

32.1.1 Any Instalment of rent not received in full within 14 days of the day due date when the landlord finally demands it, after it has fallen due;

32.1.2 If the Tenant fails to comply with any of the Tenants Obligations under this agreement;

32.1.3 Or if the Tenant becomes bankrupt

32.1.4 Or if an interim receiver of the property is appointed

32.1.5 Or if the Tenant (without making prior arrangements in writing with the landlord) leaves their room vacant or unoccupied for 3 weeks

### **33. Effect of Termination**

33.1 Termination of this Tenancy agreement ends the Tenancy but does not release the tenant from any outstanding obligations unless stated in a separate letter from the agent to the tenant.

33.2 If the tenancy is a fixed term tenancy then the landlord may serve on the tenant at least 2 months' notice in writing under section 21(1) (b) of the housing act 1988 (as amended) to expire on the last day of the fixed term.

33.3 If the tenancy has become a statutory periodic, it may be terminated by:

33.3.1 The Landlord serving the Tenant at least two months' notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended) and expiring on the last day of a rental period of the tenancy.

33.3.2 The Tenant giving written notice of at least one month and expiring on the last day of a rental period of the tenancy.

### **34. Subletting**

No subletting is permitted at any time. The room is rented to a single tenant and does not allow more than person to live in a room at any one time. If it is found out that more than one person is living in a room, the agreement will be terminated immediately. This does not include a second person staying in a room for two nights per one week or less as stated in the house rules.

### **35. Data Protection**

35.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided.

35.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.

35.3 In terms of the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the

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## TERMS AND CONDITIONS continued

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35.3 continued....specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of GDPR) within one month of receipt of your written request.

35.4 The Tenant must be aware that a personal mobile phone number, email address, age and job title will be shared with all other tenants living in the same property. Basic information such as interests, job title and approximate age will be shared with prospective tenants on the management platform application COHO.

35.5 The Tenant agrees that the Agent/Landlord may pass on the Tenant's forwarding address and/or personal information to local authority, any credit agencies or reference agencies and for debt collection.

### 36. Communication

36.1 The Tenant will be asked to download the management platform application COHO to their phone before moving in. This is imperative for communications from the managing agent/landlord to the tenant. This is an important part of living in our shared houses so any problems with this must be shared with the agent before signing this agreement.

36.2 The Tenant will be asked to download WhatsApp so our agents are able to communicate with the house as a whole. This is an important part of living in one our house shares so any problems with this must be shared with the agent before signing this agreement.

### 37. Landlord Lending Requirements

The Tenant hereby acknowledges that the Premises is subject to a mortgage granted before the beginning of the tenancy or may during the term of the tenancy be the subject of a mortgage and:

(a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and

(b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and

(c) either notice was given as mentioned in Ground 1 of Schedule 2 of the Housing Act 1988 or the court is satisfied that it is just and equitable to dispense with the requirement of notice; and for the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

### 38. Notices

Any notice to be served under this Agreement may be sent by registered post, recorded delivery or email. If served on the Tenant, a notice should be served at the Property or sent by email address intimated by the Tenant, and if served on the Landlord or his Agent should be served at:

\_\_\_\_\_ (Landlord)

*c/o LEA Property Solutions LTD  
Westerfield Business Centre  
Main Road  
Ipswich  
Suffolk  
IP6 9AB*

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**The Landlord/Agent hereby agrees to let the Property and the Tenants hereby agree to take the Property for the Rent and Term in accordance with the conditions stated within this Agreement.**

**\* Please ensure the 'Tenant' has initialled each page of the document before signing below.**

Signed by *'The Agent'* \_\_\_\_\_

Please print name \_\_\_\_\_

Signed *'The Tenant'* \_\_\_\_\_

Please print name \_\_\_\_\_

Date \_\_\_\_\_