

# Tenancy Agreement

## Key Terms

This document together with the accompanying Assured Periodic Tenancy Agreement, creates an assured periodic tenancy under the Housing Act 1988 (as amended) will become **legally binding** on The Tenant and on the Landlord once you have followed the online acceptance procedure on our website. Please ensure that you read the document carefully and understand your obligations before you accept. **If you do not understand this Agreement or anything in it, it is strongly suggested you ask for it to be explained to you before you accept it.** You may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

| 1 - Agreement between:                                                                                                                                                                            |                                                                   |                                                         |                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------|----------------------|
| Tenant                                                                                                                                                                                            | <SD:FullName>                                                     |                                                         |                      |
| Of                                                                                                                                                                                                | <SD:HomeAddress>                                                  |                                                         |                      |
|                                                                                                                                                                                                   | <b>And</b>                                                        |                                                         |                      |
| Landlord                                                                                                                                                                                          | Sanctuary Housing Association                                     |                                                         |                      |
| Landlords Address                                                                                                                                                                                 | Sanctuary House, Chamber Court, Castle Street, Worcester, WR1 3ZQ |                                                         |                      |
| 2 - For the following accommodation:                                                                                                                                                              |                                                                   |                                                         |                      |
| Room and Flat<br>(the Room forms part of the Flat)                                                                                                                                                | <SA:RoomName>                                                     |                                                         |                      |
| Address                                                                                                                                                                                           | <SA:SchemeAddress>                                                |                                                         |                      |
| 3 - Start of agreement and rent:                                                                                                                                                                  |                                                                   |                                                         |                      |
| This weekly rent is inclusive of Council Tax if you are a Keyworker, Full time Students are exempt from Council Tax.                                                                              |                                                                   |                                                         |                      |
| From Date                                                                                                                                                                                         | <SA:LicenceStart>                                                 |                                                         |                      |
| Weekly Rent                                                                                                                                                                                       | <SA:WeeklyRent>                                                   |                                                         |                      |
| 4 – Monthly Instalments:                                                                                                                                                                          |                                                                   |                                                         |                      |
| The Rent is payable monthly as per dates below and will continue thereafter.                                                                                                                      |                                                                   |                                                         |                      |
| Pre Payment                                                                                                                                                                                       | <SA:PrePaymentValue>                                              | (Pre-Payment to be deducted from your first instalment) |                      |
| Payment Due On                                                                                                                                                                                    | Payment Amount                                                    | From                                                    | To                   |
| <SA:PayDate1#RL>                                                                                                                                                                                  | <SA:PayAmount1#RL>                                                | <SA:Period1Start#RL >                                   | <SA:Period1End#RL >  |
| <SA:PayDate2#RL>                                                                                                                                                                                  | <SA:PayAmount2#RL>                                                | <SA:Period2Start#RL >                                   | <SA:Period2End#RL >  |
| <SA:PayDate3#RL>                                                                                                                                                                                  | <SA:PayAmount3#RL>                                                | <SA:Period3Start#RL >                                   | <SA:Period3End#RL >  |
| <SA:PayDate4#RL>                                                                                                                                                                                  | <SA:PayAmount4#RL>                                                | <SA:Period4Start#RL >                                   | <SA:Period4End#RL >  |
| <SA:PayDate5#RL>                                                                                                                                                                                  | <SA:PayAmount5#RL>                                                | <SA:Period5Start#RL >                                   | <SA:Period5End#RL >  |
| <SA:PayDate6#RL>                                                                                                                                                                                  | <SA:PayAmount6#RL>                                                | <SA:Period6Start#RL >                                   | <SA:Period6End#RL >  |
| <SA:PayDate7#RL>                                                                                                                                                                                  | <SA:PayAmount7#RL>                                                | <SA:Period7Start#RL >                                   | <SA:Period7End#RL >  |
| <SA:PayDate8#RL>                                                                                                                                                                                  | <SA:PayAmount8#RL>                                                | <SA:Period8Start#RL >                                   | <SA:Period8End#RL >  |
| <SA:PayDate9#RL>                                                                                                                                                                                  | <SA:PayAmount9#RL>                                                | <SA:Period9Start#RL >                                   | <SA:Period9End#RL >  |
| <SA:PayDate10#RL>                                                                                                                                                                                 | <SA:PayAmount10#RL>                                               | <SA:Period10Start#RL >                                  | <SA:Period10End#RL > |
| <SA:PayDate11#RL>                                                                                                                                                                                 | <SA:PayAmount11#RL>                                               | <SA:Period11Start#RL >                                  | <SA:Period11End#RL > |
| 5 - Termination                                                                                                                                                                                   |                                                                   |                                                         |                      |
| This is an assured periodic tenancy provided for the housing of the Tenant. Provisions relating to termination of this tenancy are set out at within Clauses 4, 5 and 6 of the Tenancy Agreement. |                                                                   |                                                         |                      |

## ASSURED PERIODIC TENANCY AGREEMENT

### IMPORTANT

This Agreement contains terms and obligations of your tenancy. You, the Tenant, should read it carefully to ensure that it contains everything you want to form part of the Agreement and nothing you are not prepared to agree to. **If you do not understand this Agreement or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it.** You may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre

1. GENERAL TERMS
2. THE LANDLORD'S OBLIGATIONS
3. THE TENANT'S OBLIGATIONS
4. ENDING OF THIS AGREEMENT BY THE TENANT
5. CANCELLATION PRIOR TO START DATE
6. ENDING OF THIS AGREEMENT BY THE LANDLORD
7. MOVING OUT, THE TENANT'S OBLIGATIONS
8. COSTS
9. ACCEPTANCE

|                                                    |                                                                                                                                                                                                       |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Association                                | Sanctuary Housing Association (the " <b>Landlord</b> ") of:                                                                                                                                           |
| Address of Association                             | Sanctuary House, Chamber Court, Castle Street, Worcester WR1 3ZQ which is registered with the Homes and Communities Agency under Section 111 of the Housing and Regeneration Act 2008.                |
| Property Office Address                            | <SA:SchemeAddress>                                                                                                                                                                                    |
| Property Telephone                                 | 0870 600 4777 (landline) for all sites<br>0300 123 5050 (mobile) for all sites                                                                                                                        |
| Property Email                                     | <SA:ApplicationEmailPrefix>@sanctuary.co.uk                                                                                                                                                           |
| Name of Tenant(s)                                  | <SD:FullName> (the " <b>Tenant</b> ")                                                                                                                                                                 |
| Room and Flat<br>(the Room forms part of the Flat) | <SA:RoomName>                                                                                                                                                                                         |
| Address                                            | <SA:SchemeAddress> (the " <b>Property</b> ").<br>In this Agreement the "Property" means the Premises at the address above and includes any furniture and effects which are specified in the Inventory |

### 1. GENERAL TERMS

This tenancy will begin on <SA:LicenceStart> and is a weekly contractual periodic tenancy on the terms set out in this Agreement. The tenancy will continue until either the Landlord or the Tenant end it in accordance with this Agreement.

#### 1.1 Rent

The rent for the Property is <SA:WeeklyRent> per week, payable monthly on the dates detailed in section 4 above.

If the Landlord proposes an increase in the rent, the Landlord must serve a notice in accordance with section 13 of the Housing Act 1988 (as amended).

When the tenancy ends, the Tenant shall be entitled to be repaid any part of the rent that relates to days falling after the end of the tenancy.

## 1.2 Notices

1.2.1 The Landlord's address set out above is the Landlord's address for service of notices in England & Wales (including notices of legal proceedings) pursuant to Section 48(1) Landlord & Tenant Act 1987.

1.2.2 The Tenant's address for service of notices under this Agreement is the Property address or tenants email address.

1.2.3 Any notice concerning this Agreement shall be in writing and shall either be left at, or sent by first class post or recorded delivery, email, or equivalent, to, the address for service.

## 1.3 Tenant's Status

This tenancy is granted to the Tenant on the understanding that during the tenancy they will be either:

1.3.1 a full time (over 21 hours) matriculated student of an officially recognised UK University or College (as defined in the Education (Recognised Bodies) (England) Order 2013), or

1.3.2 a keyworker as defined and recognized by the government or local authority (evidence of the tenants' keyworker status and the right to rent in the UK will be required).

## 1.4 Grant of the tenancy

The tenancy created by this Agreement is a monthly periodic tenancy beginning on <SA:LicenceStart> and during which the Landlord lets the Property to the Tenant.

The Tenant is first entitled to take possession of the Property on <SA:LicenceStart>

## 2. **THE LANDLORD'S OBLIGATIONS**

The Landlord agrees:

### 2.1 Possession and the Tenant's right to occupy:

To give the Tenant possession of the Room at the start of this Agreement together with the right to use the front door, entrance hall, staircase and landings of the building in which the Property is located and to use the communal kitchen/dining/lounge/toilet/bathroom areas of the flat of which the Property forms part and any communal laundry/common room/ gym or any other facilities provided for the use of residents of the building in which the Property is located.

## 2.2 Occupy

Not to interrupt or interfere with the Tenant's peaceful right to occupy the Room except where:

- 2.2.1 access is required subject to reasonable notice, in accordance with this Agreement; or
- 2.2.2 the Landlord is entitled to possession of the Room

## 2.3 Alterations to this Agreement

The Landlord can only alter the terms of this Agreement with the Tenant's written consent.

## 2.4 Repairs

The Landlord shall maintain and where appropriate keep in proper working order:

- 2.4.1 The structure and outside of the Property including the roof, outside walls, outside doors, window frames, windowsills, drains, gutters, external pipes, chimneys, garden fences, walls, gates or other boundary structures, driveways or paved areas.
- 2.4.2 Internal walls, floors and ceilings, major internal plasterwork, skirting boards, doors, doorframes and door fixings.
- 2.4.3 Installations for the supply of gas, electricity, water and sanitation including basins, sinks, baths and sanitary conveniences;
- 2.4.4 Heating and water heating equipment where provided by the Landlord.
- 2.4.5 All fittings and furnishings provide within the flat of which the Property forms part.
- 2.4.6 Any communal areas including common entrance halls, stairways, lifts, passageways, rubbish chutes and other common parts including their electrical wiring.
- 2.4.7 The Landlord shall carry out all repairs for which the Landlord is responsible within reasonable timescales.  
  
To the extent required by section 9A of the Landlord and Tenant 1985, the Landlord shall ensure that the Property is fit for human habitation.

## 2.5 Exclusions to Landlord's repair responsibilities

The Landlord is not responsible for other items including (but not limited to):

- 2.5.1 Lost keys.
- 2.5.2 Repairs or replacements needed to the Property or the Landlord's fixtures fittings or the contents because of any neglect or damage caused by the Tenant, anyone living with the Tenant, the Tenant's visitors or anyone who the Tenant has allowed access to the Property or to the building of which the Property forms part.

## 2.6 Data Protection

The Landlord shall meet the Landlord's obligations under the Data Protection Act 2018 as amended from time to time on the access to, use of and disclosure of information held by the Landlord, including information held as computerised data.

## 2.7 Consents

Where in this Agreement, it states the Landlord's consent is required, the Landlord shall not unreasonably withhold or delay such consent and may give the consent subject to certain conditions.

## 2.8 Complaints

The Landlord shall address the Tenant's complaints through the Landlord's complaints procedure, which is available from the Site Office referred to above, or via the Landlord's web site.

## 2.9 Electric testing

In accordance with regulation 3 of the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (SI 2020/312), the Landlord shall:

- 2.9.1 Ensure that the relevant electrical safety standards are met during any period when the Property is occupied under the tenancy.
- 2.9.2 Ensure that relevant electrical installations in the Property are inspected and tested by a qualified person at least every five years or, if required by the most recent report, earlier; and
- 2.9.3 Obtain a report from the person conducting the inspection and test and supply a copy of the report to the Tenant. The report must give the results of the inspection and test and state the date by which the next inspection and test is required.

## 2.10 Gas testing

In accordance with regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 (SI 1998/2451), the Landlord shall:

- 2.10.1 Ensure that any relevant gas fitting and any flue that serves a relevant gas fitting is maintained in a safe condition.
- 2.10.2 Ensure that each appliance and flue is checked for safety at the intervals required by the Gas Safety (Installation and Use) Regulations 1998 (SI 1998/2451) by a person approved by the Health and Safety Executive (or an employee of such a person); and
- 2.10.3 Ensure that a record is made of any checks carried out and, subject to exceptions, provide a copy of the record to the Tenant.

## 3. **THE TENANT'S OBLIGATIONS**

The Tenant agrees:

### 3.1 Possession and Sub-letting

To move into the Property at or after the start of the tenancy term, not to part with possession of it, and not to assign or sub-let the whole or any part of it.

### 3.2 Rent

To pay the rent in accordance with Clause 1.1 above.

### 3.3 Outgoings

While the Landlord agrees to meet all charges for electricity, gas, water and basic broadband internet access:

3.3.1 no alteration, addition or amendment to the services provided should be carried out or instructed by the Tenant. The Tenant will be held responsible for meeting any additional costs for broadband, telephone, or any other service resulting from the Tenant's unauthorised purchase or instruction.

3.3.2 the Tenant is responsible for the purchase of a television licence for the Property or the flat of which the Property forms part should they wish to view any live or streamed television signals or any other form of television viewing that requires a licence.

3.3.3 where a television is provided by the Landlord within the shared area of the flat of which the Property forms part, the Landlord is responsible for the purchase of a colour TV licence for that equipment.

#### 3.3.4 Council Tax

For Students – in student residence the occupants are exempt from Council Tax but if through any actions by the Tenant the Flat attracts Council Tax then the Tenant will be liable for the full Council Tax for the entire Flat.

For Keyworkers – as a Keyworker you are liable for the Council Tax element included in your rent to cover the relevant Council Tax by others or the Landlord.

### 3.4 Inventory

Where the Landlord provides an inventory of contents of the Room and communal areas of which the Property forms part, the Tenant is responsible for checking this ensuring that any items that are missing or damaged are clearly noted.

As set out in Clause 3.13 of this Agreement the Landlord has the right to charge for anything that is missing or damaged during the term of this tenancy, fair wear and tear excepted.

### 3.5 Use of Property

The Tenant agrees:

3.5.1 To use the Property for residential purposes as the Tenant's only or principal home and not to use the Property for any business or any other commercial activity.

3.5.2 Not to tamper, interfere, alter or cover any fire safety equipment or system, including fire extinguishers, fire blankets, and fire alarm systems including smoke detectors and to take reasonable steps to ensure unwarranted fire alarm activations are avoided.

3.5.3 Not to use, keep or store any other dangerous or flammable goods, materials or substances, including firearms or any other explosive material, in the Property or communal areas.

- 3.5.4 Not to affix or exhibit on the Property any flag, notice, trade plate, board or advertisement visible from outside the Property without the Landlord's previous written consent.
- 3.5.5 To always keep any communal areas clean and tidy and free from rubbish and any other items. If the Tenant causes any obstruction to the communal areas the Landlord, acting reasonably, may charge the Tenant the costs of removing the obstruction.
- 3.5.6 To use any communal facilities for their intended purpose always having regard to the safety and comfort of others.
- 3.5.7 Not to cause blockage to the drains and pipes, gutters and channels in or about the Property. If the Tenant causes any such blockage the Landlord acting reasonably may charge the Tenant, the costs of removing the blockage.

### 3.6 Nuisance and Anti-social Behaviour

The Landlord shall not tolerate behaviour which causes or is likely to cause nuisance or annoyance or damage to neighbouring, adjoining, or adjacent premises or to any person. Such behaviour includes (by way of example) but is not limited to:

- 3.6.1 Excessive noise such as loud music which may cause a disturbance
- 3.6.2 Offensive drunkenness
- 3.6.3 Threats of violence such as bullying and abuse
- 3.6.4 Violence or violent behaviour to anyone
- 3.6.5 Damage to the Property such as breaking fixtures and fittings
- 3.6.6 Allowing the Property to become dirty and/or unhygienic or become infested
- 3.6.7 The use, cultivation, or storage of illegal drugs whether for the Tenant's own purposes or for supply to another
- 3.6.8 The use of the Property for illegal or immoral activities
- 3.6.9 Graffiti and/or vandalising property
- 3.6.10 Using abusive or offensive language
- 3.6.11 Making false or malicious complaints about any other person in the locality of the Property, any of the Landlord's Tenants, agents, employees, contractors, or anyone acting on the Landlord's behalf

### 3.7 Behaviour of Others

The Tenant is responsible for the behaviour of every person they allow to enter the Property. The Tenant is responsible for them in the Property, in communal areas and in the locality of the Property.

### 3.8 Racial and Other Harassment

The Tenant must not cause, commit or allow anyone living with the Tenant, or the Tenant's visitors, to commit any harassment, or threat of harassment, on the grounds of race, ethnic origin, religion, age, lifestyle, gender, sexual orientation or disability, that may interfere with the peace and comfort of, or cause offence to other persons

in the locality of, the Property, or to any of the Landlord's Tenants, agents, employees or contractors or anyone acting on the Landlord's behalf.

### 3.9 Violent or Threatening Behaviour

The Tenant must not act in a violent way or threaten violence to other members of the Flat or Property such that a member of the household leaves the Property by reason of the violence, or threatened violence made by the Tenant. The Landlord shall in these circumstances take such legal action as is available to it to remove the perpetrator from the Property and allow the victim to return to (or remain in) it.

### 3.10 Bicycles

The Tenant is not allowed to bring or keep a bicycle in the room or flat or access corridors, stairwells, or any communal area. If the Premises has a bicycle store or storage area then this must be used.

### 3.11 Animals or Pets

The Tenant may keep a pet at the Property if the Tenant obtains the prior written consent of the Landlord (such consent not to be unreasonably withheld). The Tenant's request for consent under this Clause 3.11 must be made in writing and include a description of the pet or animal.

The Tenant shall not keep any pet or animal at the Property other than a pet for which consent has been obtained in accordance with this Clause 3.11.

### 3.12 Smoking and Vaping

The Tenant must not smoke or vape or allow their visitors or guests to smoke or vape in the Property, the flat or building of which the Property forms part, any communal area for the use of residents of the building of which the Property forms part, except where there is a designated external smoking area, then this is the only area in which smoking or vaping is permitted.

### 3.13 Fixtures, Fittings, Furniture, Effects and Damage:

The tenant agrees:

- 3.13.1 To keep the interior of the Property (including the contents) clean, tidy and in the same condition as at the start of the tenancy (except for fair wear and tear) as detailed in the inventory referred to in Clause 3.4 (if any).
- 3.13.2 Not to sell, lend, remove, replace, or otherwise dispose of any of the Landlord's equipment, furniture, fixtures or fittings, or the contents from the Property. If the Tenant does so, the Landlord shall charge the Tenant for their replacement in full, including any reasonable costs properly incurred including administrative, legal and/or other costs.
- 3.13.3 To pay to the Landlord, the costs of making good any damage to the Property, the flat or building of which the Property forms part, the Landlord's fixtures, fittings, the



contents, or common parts caused by the Tenant, anyone living with the Tenant or their visitors, (reasonable wear and tear excepted).

3.13.4 To comply within a reasonable time with any notice from the Landlord advising the Tenant of the need to attend to any items of repair or maintenance for which the Tenant is responsible.

3.13.5 The Landlord is not responsible for any loss or damage caused as a result of the washing machine, tumble dryer, fridge or freezer (if any) breaking down or damaging the Tenant's belongings or food.

### 3.14 Ventilation

The Tenant agrees to ensure that all rooms at the Property and the flat of which the Property forms part is/are properly ventilated to help prevent condensation. If there is any condensation, to wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the Property or the flat or its fixtures and fittings.

### 3.15 Keys and Door Entry Fobs

The Landlord is not responsible for replacing lost or damaged keys or door entry fobs but if the Landlord does replace any lost or damaged keys or door entry fobs, the Landlord, acting reasonably, may charge the Tenant the reasonable costs properly incurred in replacing them. The Tenant must not give or lend their keys or fobs to any other person or have copies made of the keys.

### 3.16 Reporting disrepair

To promptly report to the Landlord any disrepair or defect either in the Property or the common parts (whether caused by the act default or neglect of the Tenant), when it comes to the Tenant's attention.

### 3.17 Cleaning

To keep the interior of the Property in a reasonably clean condition and to carry out required cleaning to the Property and the flat of which the Property forms part when requested to do so by the Landlord. The Tenant is responsible for meeting the Landlord's costs incurred in carrying out cleaning within the Property or the flat where the Landlord has determined, acting reasonably, that the standard of hygiene is below an acceptable standard.

### 3.18 Pests

To report to the Landlord any infestation of pests and vermin promptly on it coming to the Tenant's attention.

### 3.19 Improvements

The Tenant is not to make improvements, alterations, or additions to the Property (including the erection of a television aerial, satellite, redecoration and additions to,

or alteration in the Landlord's installations, fixtures and fittings). If the Tenant carries out improvements, alterations or additions without the Landlord's consent, the Landlord reserves the right to require the Tenant to make good the damage or to restore the Property to its previous condition and to charge the Tenant the reasonable costs properly incurred by the Landlord in making good in default.

If section 190 of the Equality Act 2010 (improvements to let dwelling houses) applies, it has the effect that the Landlord may not unreasonably withhold consent to an application by the Tenant to make an improvement (as defined in section 190(9) of the Equality Act 2010) to the Property where:

- 3.19.1 a disabled person (as defined in section 6(2) of the Equality Act 2010) occupies or intends to occupy the premises as their only or main home; and
- 3.19.2 the improvement is likely to facilitate the disabled person's enjoyment of the premises, having regard to their disability.

The rights and obligations conferred by section 190 of the Equality Act 2010 do not apply in so far as provision of a like nature is made by the tenancy.

### 3.20 Access

- 3.20.1 The Tenant agrees to permit access to the Landlord, Landlord's employees, contractors to carry out repairs that the Tenant has requested.
- 3.20.2 The Tenant agrees to permit the Landlord and its agents, employees, or contractors acting on the Landlord's behalf, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Property at all reasonable times
- 3.20.3 To inspect and repair the Property.
- 3.20.4 To carry out the Landlord's obligations under this Agreement.
- 3.20.5 To carry out repairs or alterations to adjacent rooms or flats.
- 3.20.6 To take gas, electricity or water meter readings (if relevant).
- 3.20.7 To undertake the annual servicing of gas appliances at the Property or to carry out safety checks, compliance tests or any other items required for the safe operation of the building of which the Property forms part.
- 3.20.8 For any purpose mentioned in this Agreement or connected with the Landlord's interest in the Property or any other property; and
- 3.20.9 To show prospective tenants or purchasers around the Property.

### 3.21 Parking

There is no on-site parking available or limited parking is available on site which will be subject to the site parking rules which will be provided to the Tenant by the Landlord on request.

### 3.22 Guests

The Tenant is allowed to have occasional overnight guests within the Property but such guests must not take up regular or permanent residence and their presence in the Property must comply with all the responsibilities of visitors as set out in this Agreement. Visitors must be signed in to the Property in accordance with site guidelines available from the Site Office.

### 3.23 Absence from the Property

To inform the Landlord in writing, and if possible, in advance, if the Tenant expects to be absent from the Property for four weeks or more.

### 3.24 Insurance

The Landlord will purchase a personal belongings insurance on behalf of the Tenant and make information available to the Tenant on levels of cover and how to claim. The Landlord takes no responsibilities for the possessions and belongings of the Tenant or the performance of the insurer/broker of the contents policy. Tenants are encouraged to review the insurance cover provided and make alternative arrangements should additional and/or separate cover be required.

### 3.25 Health and Safety

The health and safety of all tenants, agents, employees, contractors, visitors, anyone acting on the Landlord's behalf and that of others is paramount. That being so, if the Tenant endangers or acts in a way likely to endanger their health and safety the Landlord may, or the Landlord may support other agencies to bring Court proceedings against the Tenant.

## 4. **ENDING OF THIS AGREEMENT BY THE TENANT**

4.1 The Tenant must not transfer ownership of this tenancy, or sublet the Property, or borrow any money on the security of the Property or the tenancy.

4.2 The Tenant shall give not less than two months' notice in writing to end the tenancy. The notice must expire at the end of a rental period.

## 5. **CANCELLATION PRIOR TO START DATE**

5.1 Where the Tenant signs this Agreement in advance of the start date, the Tenant may, subject to clauses 5.1.1 – 5.1.3 below, terminate the Agreement at any time before the start of the first tenancy period by giving written notice to the Landlord.

5.1.1 The Tenant must give not less than 2 months' notice to terminate the tenancy.

5.1.2 If less than 2 months' is given prior to the start date, the tenancy will begin on the start date and then expire in accordance with the notice. The Tenant shall be liable for rent and any other payments due in accordance with this tenancy until the expiry of the notice.

- 5.1.3 Clause 1.1 above has effect in respect of the Tenant's right to be repaid any part of the rent that relates to days falling after the end of the tenancy.

## **6. ENDING OF THIS AGREEMENT BY THE LANDLORD**

- 6.1 The Tenant shall remain an Assured Periodic Tenant for the duration of this Agreement as long as the Tenant occupies the Property as their only principal home.

- 6.2 The Landlord may end this tenancy and re-enter the Property if:

- 6.2.1 the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not.

- 6.2.2 the Tenant is declared bankrupt under the Insolvency Act 1986.

- 6.2.3 the Tenant has breached the agreement; or

- 6.2.4 any of the grounds set out in Schedule 2 of the HA 1988 apply. [The Landlord has given the Tenant prior notice of its wish to be able to recover possession on grounds 1B, 2ZA to 2ZD, 4, 5 to 5H, 6A and 18 in Schedule 2 to the HA 1988.]

- 6.3 This Clause 6 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

In accordance with the HA 1988, in most circumstances the Landlord can only end the Tenancy by obtaining a court order for possession of the Property and execution of the order (by the enforcement of a warrant or writ of possession by a County Court Bailiff or High Court Enforcement Officer). If the Landlord seeks an order for possession, the Landlord must usually serve on the Tenant a notice of proceedings for possession in the prescribed form and specifying the ground of possession. The ground of possession will determine the notice period that must be given before proceedings are begun.

## **7. MOVING OUT: THE TENANT'S OBLIGATIONS**

- 7.1 The Tenant must leave the Property the Landlord's fixtures and fittings, and the contents clean and tidy and in the same condition that they were in at the beginning of the tenancy apart from deterioration caused by fair wear and tear.

- 7.2 The Tenant must give the Landlord vacant possession and return all keys and door entry fobs to the Property to the Landlord at the end of this Agreement.

- 7.3 The Tenant must remove all personal items including rubbish, furniture, belongings on or before the tenancy end date and departure time. The Landlord will dispose of anything left behind by the Tenant after the tenancy end date.

- 7.4 The Tenant must pay for any reasonable charges incurred by the Landlord in securing the Property and the flat or building of which the Property is part against re-entry where the keys and/or door entry fobs are not returned to the Landlord.
- 7.5 If the Tenant is responsible for any unpaid debts or court judgments registered against the Property, the Tenant must do what is necessary to make sure that these are no longer registered against the Property, before the end of the tenancy agreement. If the Tenant fails to do this, the Tenant will be responsible for paying the Landlord's reasonable costs and expenses that may result from this.
- 7.6 The Tenant must provide the Landlord with a forwarding address and make arrangements for the forwarding of mail and correspondence through the Royal Mail redirection service.

8. **COSTS**

The Tenant must pay the Landlord's reasonable legal and other costs if the Landlord takes any action against the Tenant for not paying any amounts the Tenant owes to the Landlord or if the Tenant does not meet any of its other responsibilities set out in this Agreement.

9. **ACCEPTANCE**

By accepting the Landlord's offer on-line, the Tenant becomes fully liable for all the Tenant's obligations as set out in this agreement.