

**Assured Shorthold Tenancy Agreement  
dated #AgreementDate#**

<b>(Managing Agent)</b>	<p>Fresh Property Group Ltd 7-9 Swallow Street London W1B 4DE Email: customersupport@thisisfresh.com</p> <p>Operating under the Brand: Fresh</p> <p>“ The Managing Agent”</p>
<b>(Landlord)</b>	<p>#Name#</p> <p>#Registered Address#</p> <p>“ The Landlord”</p>
<b>I / Me (Tenant)</b>	<p>#FName# #SName#</p> <p>of #HomeAddress#</p> <p>(where the Tenant is more than one person, obligations are undertaken both individually and together)</p>
<b>Residence</b>	<p>#ApartmentNo#, #RoomNo#, #FloorNo#, #Complex#, #ComplexAddress#</p>
<b>Room/Studio</b>	<p>#RoomType#</p> <p>(where the Room is a self-contained studio, any mention of "Shared Area" and "Shared Items" is to be ignored)</p>
<b>Tenancy Period</b>	<p>beginning on #CommencementDate#</p> <p>ending on #TerminationDate# (#TotalWeeks# weeks)</p>
<b>Rent</b>	<p>#TotalAmount# (for #TotalWeeks# weeks) payable in advance in instalments:</p> <p>#Charges#</p>
<b>Tenancy Deposit</b>	<p>#TenancyDeposit#</p>
<b>Tenancy Deposit Holder</b>	<p>TDS Custodial</p>
<b>Tenancy Deposit Protection Scheme</b>	<p>The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG Telephone 0300 037 1001 Email deposits@tenancydepositscheme.com</p>

## **A. My Obligations as the Tenant to The Landlord/Agent are: Financial Matters**

A1

I agree to pay the Rent in full for the whole Tenancy Period, in the instalments and on the dates stated on page 1, whether or not I receive a formal request from the Landlord.

A2

I agree to pay the following extra sums:

- (a) Where I have failed to clean the Room or Shared Area or have caused damage, the reasonable costs of cleaning, redecoration, repair and replacement in accordance with clause A9.
- (b) Any costs incurred by the Landlord arising from my breach of this Tenancy (including legal fees and court costs);
- (c) Late Payment Fees will be applied after 14 calendar days at a rate of 3% above the Bank of England base rate to any outstanding rent for each day since the rent payment has been outstanding.

A3

I am responsible for obtaining a licence for any television and/or any other device in the Room, and (jointly with other tenants of the Building) in the Shared Area unless provided by Landlord/Managing Agent as a specific local promotion

### **Condition and Maintenance**

A4

I accept the Room, the Shared Area, the Room Items and Shared Items as being present and in good repair and condition, unless I inform the Landlord/Agent to the contrary in writing within 48 hours of moving-in. Once I am provided with a copy of the inventory at the start of the Tenancy, if no disagreements are raised within 7 days of the start of the Tenancy, then I agree that the inventory is an accurate reflection of the condition of the Property.

A5

I will use the Room, the Shared Area and all Room Items and Shared Items carefully and keep them in at least as good a condition as at the start of the Tenancy. I am not responsible for

- (a) Fair wear and tear caused by normal use;
- (b) Any matters that are the Landlord's responsibility under section 11 of the Landlord and Tenant Act 1985, unless such damage is caused by any action or inaction on the part of the Tenant; nor
- (c) Any damage covered by the Landlord's insurance policy for the Building so long as the policy is not vitiated / invalidated as a result of any action or inaction on the part of the Tenant or any occupiers.

A6

I will not:

- (a) Mark or change the decorative finish of the Room or Shared Area;
- (b) Make any alteration to the fabric or surfaces of the Room or the Shared Area;
- (c) Apply sticky tape or 'blu-tack' or similar adhesive on the walls;
- (d) Stick pins, nails or screws into the walls;
- (e) Flush sanitary items down the toilet;
- (f) Pour oil or grease down the drains nor do anything else likely to block or harm the drains;
- (g) Remove any Room Item or Shared Item.

## A6.1

The Tenant will endeavour to not adversely affect the environmental performance of the building and will endeavour to minimise their impact by:

- (a) Utilising the equipment in the way it was designed;
- (b) Following the "Sustainable Living Guide" available on the website and provided in the Residents Portal;
- (c) Following the waste management procedure (waste segregation and recycling provisions) implemented in the building;
- (d) Appropriately disposing of electrical items, printer cartridges, fluorescent bulbs, batteries and similar items.

## A7

I will keep the Room and the Room Items hygienically clean and tidy throughout the Tenancy Period. I will, jointly with the other tenants of the Building, keep the Shared Area and the Shared Items hygienically clean and tidy throughout the Tenancy Period.

## A8

I am responsible for any damage I cause to the Building (including the Room, the Shared Area, the Room Items and Shared Items and all furnishings, fixtures and fittings) other than damage covered and recoverable from the Landlord's insurance policy for the Building.

## A9

If

- (a) The Room, the Shared Area or any Room Item or Shared Item is not hygienically clean and tidy; or
- (b) There has been damage to the Room, the Shared Area or any Room Item or Shared Item for which I am wholly or partly responsible; or
- (c) I have caused a blockage of the drains by breaching clause A6; or
- (d) I cause damage to any other part of the Building (including any furnishings, fittings or equipment), then I agree that at any time during and at the end of the Tenancy Period the Landlord may:
  - (a) Make a charge for the reasonable costs of cleaning, redecoration, and repair of the Building (including the Room and the Shared Area) and of cleaning, repair and, where necessary, replacement of any broken doors, windows or furnishings, fittings and equipment; and
  - (b) Deduct such charge from the Tenancy Deposit under the rules in Schedule 2; and if there is a shortfall I will immediately pay the balance.

## A10

Where I am responsible for a charge jointly with others, the Agent will assess the proportion for which I am responsible.

## A11

I will not attempt to carry out any repairs, but will report to the Agent in writing any damage as soon as possible.

## Use

### A 12

I will move into the Room within 4 weeks of the start of the Tenancy Period.

A 13

Only I am allowed to live in the Room. I will not assign the Tenancy nor sublet the Room nor allow others to share or occupy it without the Landlord's consent in writing, such consent which will not be unreasonably withheld.

A 14

I will only use the Room and the Shared Area for private residential purposes.

A 15

I will inform the Agent if I am likely to be absent from the Room for more than 7 days (I appreciate this is important for fire safety and security reasons).

A 16

I will inform the Agent immediately if I cease to be a student in higher education; and I will pay (or indemnify the Landlord for) any Council Tax charge that may be imposed as a result. It is my responsibility as Tenant to make suitable arrangements with the local authority regarding exemption from liability for council tax. If I fail to do so and therefore council tax payments are required, it will be my responsibility to pay these charges.

## **Conduct**

A 17

I will not smoke anywhere in the Building, nor on the roads, paths or pavements immediately outside the Building.

A 18

I will not bring into or keep any of the following in the Building, including the Room:

- (a) Animals;
- (b) Illegal drugs or substances whether for my own use or otherwise unless prescribed by a medical practitioner;
- (c) Weapons or imitation weapons;
- (d) Liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heater or cookers;
- (e) Anything which burns with a naked flame or smoulders, such as candles, oil lamps, or incense burners;
- (f) Any furniture or electrical equipment that does not comply with current British Standards and statutory regulations;
- (g) Bicycles (except in areas designated by the Agent).

A19

I will not do any of the following in the Building:

- (a) Anything unlawful;
- (b) Anything which may cause a nuisance, or disturb or annoy neighbours within or beyond the building;
- (c) Prepare food other than in the kitchen;
- (d) Use a deep-fat fryer;
- (e) Play any radio, music player, television or musical instrument or sing in a way that may be a nuisance or disturb or annoy neighbours within or beyond the Building, or be heard outside the Room between 11pm and 8am;
- (f) Harass or threaten harassment on the grounds of race, colour, religion, sex, sexual orientation or disability;
- (g) Be violent or abusive or act in an intimidating manner, or threaten to do so;
- (h) Tamper with fixtures, fittings and equipment including, without limitation space heating and lighting equipment, kitchen and bathroom fittings and equipment, fire safety equipment, fire doors and restrictors on the windows;

(i) Anything that may breach the terms of any House of Multiple Occupation License that may be necessary for the Property.

A 20

I will only display notices, posters or similar articles on the notice boards (if any) provided.

A 21

I will obtain the Landlord/Agent's prior written approval for any party or meeting of more than 10 people. I will ensure that all gatherings arranged by me or taking place in the Building respect the terms of this Tenancy Agreement and the House Rules as set out in the Residents' Handbook.

A 22

I will not dry items of laundry on the heaters within the Building, nor hang them so as to be visible from outside the Building.

A 23

I will not compromise the security of the Building by leaving windows open when not in the Room, leaving security doors open or 'on the latch' or allowing unauthorised visitors to tailgate.

A 24

I will not obstruct Common Areas and will ensure compliance with necessary Fire Safety Regulations at the time.

A 25

I will remove all rubbish from the Room and Shared Area at least once every week and dispose of it in the area designated by the Landlord / Agent.

A 26

Unless I have paid for a car park space via a separate agreement, I will not park at the Building. I accept that any unauthorised vehicles may be clamped, which may require payment of a release fee to the 3<sup>rd</sup> Party managing the car park.

## **Insurance**

A 27

I will not do anything or fail to do something which might invalidate any insurance policy for the Building or its contents or which might entitle the insurers to refuse to pay out any part of an insurance claim, or which might increase the insurance premium.

A 28

The Landlord will not insure any belongings not belonging to the Landlord. I am responsible for arranging suitable insurance cover for my own belongings if cover is required.

## **Access**

A29

I will allow the Landlord, its Managing Agent and their respective employees, Agents and contractors access to the Room, Shared Area and/or the Building at reasonable times on not less than 24 hours' notice (except in the event of an emergency when immediate access will be required). Access may be required:

- (a) To inspect the condition of the Building, the Shared Items, Shared Area, the Room and/or the Room Items;
- (b) To carry out works to the Building;
- (c) To perform its obligations under this Tenancy Agreement and under statute;
- (d) To show the Room, Shared Area and/or the Building to prospective tenants;

### **End of the Tenancy Period**

A 30

At the end of the Tenancy Period I will:

- (a) Give the Landlord vacant possession;
- (b) Return all keys, fobs and other passes;
- (c) Remove all personal belongings and rubbish; and
- (d) Leave the Room and Shared Area in a clean and tidy state, including a thorough clean of all surfaces, cupboards, fridges, cookers, microwaves and other equipment; and sweeping, washing and vacuuming all floors (as appropriate).

A 31

I agree that the Landlord may remove, store, sell or otherwise dispose of any personal possessions which I leave in the Room, Shared Area and/or the Building at the end of the Tenancy Period, and I will reimburse the Landlord for any costs it incurs in doing so.

### **Information**

A 32

I have not provided false or misleading information nor made a false statement in order to obtain this Tenancy.

A 33

I consent to the Landlord/Agent holding and processing my personal information (including sensitive personal data) in order to perform its function as the Landlord/Agent of the Building. This may include disclosure to third parties (including the Tenancy Deposit Protection Scheme) who are able to show that they are entitled to receive the information. A copy of the Privacy Policy is provided in the Residents Portal.

## **B. The Landlord's obligations to me**

### **Quiet enjoyment**

B 1

The Landlord will permit me quietly to enjoy the Room without unwarranted interference.

### **Insurance**

B 2

The Landlord and Agent accept no liability for loss or damage to my personal possessions.

### **Maintenance and Services**

B 3

The Landlord will:

B 3.1

Keep the structure and exterior of the Building (including the window frames and window glass) and the Common Areas in proper repair;

B 3.2

Keep the Service Media in or serving the Room and the Shared Area in good repair and proper working order, including:

- (a) Basins, sinks, showers, toilets and waste pipes;
- (b) Electric wiring including sockets and switches and water pipes;

(c) Water heaters, fitted wall heaters and central heating systems;

B 3.3

Keep all Room Items and Shared Items in good repair and proper working order;

B 3.4

Keep the Common Areas within the buildings clean and properly lit, and (in the case of a lift) functioning safely;

B 3.5

Keep the laundry facilities in good repair and proper working order;

B 3.6

Ensure that any furniture and electrical equipment it provides complies with the relevant statutory regulations;

B 3.7

Provide reasonable space heating and an adequate supply of hot and cold water and electricity to the Room and Shared Area.

B 4

I accept that the Landlord/Agent will not be responsible for any temporary interruption in services for reasons beyond its control. The Landlord/Agent will seek to restore any interrupted services as soon as possible.

## **Utilities**

B 5

The Landlord will pay all charges for Utilities.

## **Access over Common Areas**

B 6

The Landlord allows me access over the Common Areas in order to gain access to the Room, the laundry, the common room, the management suite and the bicycle store (as applicable)\_within the Building.

## **Suspension of rent**

C

If the Room or Shared Area is destroyed or made uninhabitable or inaccessible by fire or other risk against which the Landlord has insured, then:

- a) The Landlord will seek to offer temporary alternative accommodation, in which case the Rent will continue to be payable; but
- (b) If the Landlord is unable to offer temporary alternative accommodation the Rent will stop being payable until the Room and Shared Area is reinstated, made habitable and accessible. Any rent paid in advance will be refunded on a daily basis.

## **Repossession and termination**

D 1

If at any time:

- The Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- If any agreement or obligation of the Tenant is not complied with; or

- If any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) are made out (see Definitions);

The Landlord may re-enter upon the Property provided they have complied with their statutory obligations; and the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have regarding the Tenant's obligations under this Agreement.

## D 2

The Landlord may terminate the Tenancy Period early by giving at least 2 months prior written notice to the Tenant if:

- (a) The Room or Shared Area is destroyed or made uninhabitable or inaccessible by fire or other event, and reinstatement has not occurred within 2 months; or
- (b) I cease to be a student in higher education; and
- (c) The circumstances in section 21 of the Housing Act 1988 apply.

## D 3

Repossession or termination does not prejudice any claim the Landlord may have against me for any outstanding breach of this Tenancy Agreement.

## Temporary alternative accommodation

### E

In order to carry out emergency repairs the Landlord may, on giving reasonable notice, and at the Landlord's expense, move me to temporary suitable alternative accommodation.

## Service of Notices

### F 1

If the Landlord needs to serve any notice on me, it may be delivered by hand or sent by first-class post to the Room address or the address stated on page 1 or any other address within England and Wales I have given to the Landlord/Agent. If notice is sent by first class post, the notice will be deemed served 2 working days after having been sent.

### F 2

If the Landlord needs to serve any notice on the Guarantor, it may be delivered by hand or sent by first-class post to the address stated on the Deed of Guarantee or any other address given to the Landlord/Agent within England and Wales. If notice is sent by first class post, the notice will be deemed served 2 working days after having been sent.

### F 3

The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is the Agent's address detailed on page 1 of this Agreement.



## Schedule 1 - Defined terms and interpretation

1. Throughout this Tenancy Agreement, the following terms have following meanings:

**"Building"**: includes the buildings, grounds, car park, driveways, footpaths and landscaped areas;

**"Common Areas"**: the external grounds, car park, driveways, footpaths and landscaped areas, and the following areas within the buildings: laundry room, common room, cycle store, halls, corridors, staircases, lifts, and landings;

**"House Rules"**: the rules described in the Residents' Handbook as listed in Schedule 4 and any revisions issued by the Landlord/Agent from time to time, for the benefit of the Building;

**"Inventory"**: the Inventory provided to the tenant at the start of the tenancy;

**"Joint and several"**: when more than one person comprises the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement or any extension of it for a fixed Term extension or periodic Tenancy both as a group and each person is liable for all obligations and payments as an individual;

**"Rent"**: the amounts stated on page 1.

**"Room"**: the Room stated on page 1, including its furnishings, fixtures and fittings, flooring, doors and internal glass but excluding the Service Media within the Room;

**"Room Item"**: the items to be provided in the Room and listed on the Inventory;

**"Service Media"**: central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided;

**"Shared Area"**: the kitchen/dining/lounge areas together with the corridor within the Room including its furnishings, fixtures and fittings, carpets, doors and internal glass but excluding the Service Media within the Shared Area;

**"Shared Items"**: the items to be provided in the Shared Area and listed under the heading "Shared Items" in the Inventory;

**"Stakeholder"**: The Deposit held by the Tenancy Deposit Holder held in this way. Deductions can only be made by the Tenancy Deposit Holder from the Deposit at the end of the Tenancy with the written consent of both parties;

**"Tenancy Deposit Holder"**: the person holding the deposit during the tenancy;

**"Utilities"**: electricity, water supply, foul water disposal [and broadband internet access];

**"Working Day"**: any day other than Saturday, Sunday or any bank or public holiday;

**"Grounds for Possession"** The full text of the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause can be obtained from the Agent upon written request.

2. The terms "Landlord" and "Agent" includes any person or company who may legally succeed it.

3. Any reference to a statute includes any statutory modification, extension or re-enactment, and any subordinate legislation.

## Schedule 2 - Tenancy Deposit

At the beginning of the Tenancy Period

1. The Tenant shall pay to the Landlord or the Agent, on the signing of this Agreement, the Deposit which shall be transferred by the Agent to TDS who will hold the Deposit in the Custodial Scheme as Stakeholder. The Agent is a Member of the Tenancy Deposit Custodial Scheme. At the end of the Tenancy the Agent, shall request TDS to return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

2. The Tenant agrees that if more than one person forms the Tenant that the name of one person who will be known as the lead tenant ("Lead Tenant") for the TDS will be provided to the Landlord or the Agent within fourteen days of the Tenancy starting or the Deposit being taken whichever is earlier. The Tenant agrees that the Lead Tenant is authorised to accept service of all documents regarding the Deposit from the TDS, the Landlord and the Agent on behalf of each person forming the Tenant.

3. After the end of the Tenancy the Landlord or the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in this Agreement. If more than one such deduction is to be made by the Landlord or the Agent, monies will be deducted from the Deposit in the order listed in clause 6 in Schedule 2 of this Agreement.

4. After the end of the Tenancy the Landlord or the Agent on the Landlord's behalf shall request TDS to return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within thirty days of the end of the Tenancy or any extension of it.

5. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within fourteen days of the Tenant receiving that request in writing.

6. The Agent, with the written consent of the Tenant, may request TDS to deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:

- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any damage to the Property and Fixtures and Fittings caused by the Tenant or any costs arising from any breach of the terms of this Agreement by the Tenant;
- any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence);
- any other breach by the Tenant of the terms of this Agreement;
- any unpaid council tax if applicable.

7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable on the grounds that there is a deposit held by TDS.

At the end of the Tenancy:

8. The Agent must tell the Tenant as soon as practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.

9. The Deposit will be returned to the Tenant by TDS within a reasonable timescale from all deductions being agreed between the Landlord and the Tenant except in case of dispute. Any dispute regarding deductions from the Deposit can be referred to the Alternative Dispute Resolution service of TDS up until ninety days after the end of the Tenancy.

10. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 8 and 9 above.

11. Joint Consent to Adjudication

There being multiple persons forming the Tenant each person forming the Tenant agrees with the other that any one of them may consent on behalf of all the others to use alternative dispute resolution through the TDS to deal with any dispute about the Deposit at the end of the Tenancy.

### Schedule 3 - Extra Services

Refer to your broadband provider for up-to date information regarding upgrades to the service.

### Schedule 4 - Documents

By signing this agreement, the Tenant confirms they have been provided with the following documents prior to taking occupation of the Property:

- “How to Rent” Handbook produced by the Government
- Gas Safety Certificate for the Property (as applicable)
- Energy Performance Certificate
- Electrical Condition Inspection Report
- Residents’ Handbook
- Privacy Policy

Signed by the following parties:

Tenant 1

Signature	
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<b>Full Name (block capitals)</b>	
<b>Address</b>	
<b>Date</b>	

**Tenant 2**

<b>Signature</b>	
<b>Full Name (block capitals)</b>	
<b>Address</b>	
<b>Date</b>	

SAMPLE