

ASSURED PERIODIC TENANCY AGREEMENT: FULL TIME STUDENTS

Provided under part 1 of the Housing Act 1988 as amended by the Renters' Rights Act 2025

If there is an existing tenant(s) in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by the existing tenant(s). If the tenant refuses to move out then this agreement will not take effect.

Date of Agreement:

If you need to serve any notices on us (including notices in proceedings), or write to us for any other reason, then our name and address for service in England or Wales is:

Agent: [Tenancy.property_manager], [Tenancy.property_manager_address]

Landlord: [Tenancy.owner], [Tenancy.owner_address]

Tenant(s): [Tenancy.tenant1], [Tenancy.tenant2], [Tenancy.tenant3], [Tenancy.tenant4], [Tenancy.tenant5], [Tenancy.tenant6],
[Tenancy.tenant7], [Tenancy.tenant8]

Who shall be jointly and severally liable

The Property: [Tenancy.unit_address_no_name]

The Contents: The fixtures and fittings at the property together with any furniture, carpets, curtains and other effects recorded in the inventory supplied on the commencement of the tenancy.

The Term: This agreement creates a tenancy that starts on [Tenancy.tenancy_start|jS F, Y]

Student Test: By signing this agreement, the Tenant confirms that all tenants occupying the Property are full-time students on a recognised course of study in England or Wales, or will become full-time students during the Tenancy.
The landlord intends to make use of Section 8, Ground 4a to give the tenants a minimum of 4 months notice to end this tenancy on [Tenancy.tenancy_end|jS F, Y]

The Rent: £[Tenancy.rent_amount] per calendar month is payable by STANDING ORDER in advance on the [Custom.Payment_day] day of every month to ensure the rent is received by the [Custom.Rent_day]. The first months rent must be paid in full before access to the property will be granted.

Rent can be reviewed yearly on the anniversary of the tenancy start date and changed by means of a Section 13 Notice of the Housing Act 1988.

The Deposit: £[Tenancy.deposit_registered_total_required] refundable deposit is payable on or before the signing of this agreement.

1. The Agent has been authorised by the Landlord to act as his agent with respect to this property, and enter into a Tenancy Agreement in his behalf.
2. The Landlord lets and the tenant agrees to take the Property and Contents for the Term at the Rent payable as above, whether formally demanded or not in full and without deduction or set off (save any that may be permissible in Law) The first payment or a proportionate part of it shall be paid on the date of this agreement and subsequent payments as detailed above.

3. Utilities and Council Tax

Bills	You are responsible for paying this	Included in the rent subject to fair usage policy	Not applicable to this tenancy or optional
Council Tax	✓		
Internet	✓		
Gas	✓		
Electricity	✓		
Water & sewerage	✓		
TV License	✓		
Phone			✓
TV subscription			✓

Any utility or other bills not mentioned above are your responsibility to pay directly to the relevant supplier. Where you are responsible for paying a bill, this includes contacting the relevant supplier or local billing authority, ensuring they are aware of your liability, and paying all such bills promptly.

4. **The Deposit**

- (a) You must pay a Deposit of £[Tenancy.deposit_registered_total_required] to 'Agent' to be protected as security towards the discharge or part discharge of any liability referred to in Clause 4(d) of this Agreement and subject to this on trust for you absolutely.
- (b) The Deposit is held by [Custom.deposit_holder] and protected with the [Custom.deposit_scheme] government approved tenancy deposit scheme.
- (c) It is agreed and accepted that the said deposit may not be used by the Tenant as rent or part of the rent at any time during the tenancy
- (d) The deposit shall be repaid without interest as soon as reasonably practicable after the determination of the tenancy, after deducting any sum due in respect of:-
 - i) Damage to the Property
 - ii) Cleaning of the Property
 - iii) Any other proper liability of the tenant due to the landlord
 - iv) Damage to or loss of any of the Contents caused by the neglect or default of the tenant
 - v) Compensation for the breach of any term of this agreement
 - vi) Deterioration to the decor due to fungal growth, condensation, or associated problems caused by the neglect or default of the tenant
 - vii) Arrears of rent
 - viii) Payments made to any utility company in order to settle any liability of the Tenant(s).

5. **THE TENANT SHALL: -**

- (a) use the Property in a tenant-like manner and shall not cause any deterioration to the Property or the Contents through his own neglect or default or that of any other person
- (b) immediately notify the Landlord if the immigration status of any of the Lawful Occupiers changes
- (c) pay directly to the relevant supplier all charges for gas, electricity, water and sewerage services, telephone, TV license, Council tax internet, and cable or satellite television used at the Property except where such services are expressly stated in this agreement to be included in the rent or payable to the Landlord.
- (d) report in writing, to be received by the landlord within 14 days of the commencement of the tenancy, any comments on the condition of the Contents or any parts of the Property, internally or externally, including outbuildings, gardens, drives and lawns. Failure to do so shall prevent the Tenant from alleging at the end of the Tenancy that any damage or neglect took place before the Tenancy commenced. The Landlord reserves the right to inspect any items reported by the Tenant
- (e) keep the Property in a good state of decoration internally and at least up to the standard at the commencement of the Tenancy. (with the exception of fair wear and tear due to reasonable use and damage caused by accidental fire.) Proposals for any decorating by the Tenant must receive written approval from the Landlord before commencement
- (f) Where possible, keep all drains, gutters, gullies, downpipes, baths, sinks, taps, cisterns and lavatories free from obstruction and in working order. The Tenant would be expected to pay to the Landlord the reasonable cost of any repairs resulting from an intentional breach of this clause.
- (g) replace all broken glass occurring during the Tenancy in the Property and/or any outbuilding caused by the Tenant or his guests.
- (h) Ensure that any vehicle driven by the Tenant or their visitor is parked in any allocated parking space when parked at the property.
- (i) keep the Contents in their present state of repair and condition and replace with articles of at least equal value or pay the Landlord the value of such articles should they be damaged beyond restoration (wear and tear attributable to reasonable and normal use and damage caused by accidental fire excepted)
- (j) be expected to insure his own possessions
- (k) keep pathways weeded and the garden tidy and free from unsightly objects, litter, rubbish or refuse sacks. If equipment is provided, keep the grass and hedges trimmed, pathways weeded and the garden in a good state of cultivation and not allow any plant to interfere with or block gutters or downpipes. The Tenant shall be liable for the reasonable cost of any remedial work required as a result of a breach of this clause, and the cost of any replacement council bins that are lost or stolen during the tenancy.
- (l) be liable to pay for the cost of all work and reasonable expenses incurred by the Landlord as a result of the Tenant not abiding by any of the clauses contained in this Agreement
- (m) permit the Landlord and/or his agent to enter the property at all reasonable times for the purposes of inspection, upon receipt of a minimum of 24 hours notice, except in the case of emergency
- (n) take all reasonable, tenant-like precautions against frost damage to the water supply and shall be liable for the reasonable cost of any damage arising should he not do so
- (o) notify the Landlord or his agent of any defect or repairs necessary to the Property as soon as is reasonably possible and immediately in the case of an emergency
- (p) permit the Landlord or his agent or other authorised persons to enter the Property at all reasonable times with or without workmen to carry out repairs or redecoration upon receipt of a minimum of 24 hours notice, whether or not the Landlord has a duty so to do under the terms of this Agreement.
- (q) keep clean, as far as is reasonably practicable, the interior of the Property and the interior and exterior of the windows, including arranging to have the exterior of the windows cleaned at the end of the tenancy and returning the property to the same state of cleanliness as detailed in the inventory.
- (r) during the Tenancy permit the Landlord to erect and maintain on the Property a 'To Let' board and upon receipt of a minimum of 24 hours notice allow prospective tenants to be shown over the Property. If it is not convenient for the Tenant to be at the Property at such times the Tenant shall make keys available to the Landlord or his agent for this purpose.
- (s) at the end of the Tenancy pay any reasonable costs for the cleaning and/or washing of all curtains, carpets and other items of the Contents where such items show damage beyond acceptable wear and tear from normal use, and to produce receipts to the Landlord for the costs of so doing. The Tenant will be expected not to move fittings or bulky items of furniture and if this clause should be breached the Tenant shall be liable for all reasonable costs in returning any of those Contents to their original places

- (t) deliver up the Property and Contents at the end of the Tenancy in a **clean and tidy** condition and remove all personal possessions and rubbish and arrange to turn off all services unless the Landlord has instructed to the contrary
- (u) use the Property for residential purposes only
- (v) make good any damage to the Property (or to any common parts) caused by the Tenant or any invitees or visitors (fair wear and tear excepted) In default of this requirement the Tenant shall pay the Landlord any reasonable costs incurred in carrying out such work
- (w) take reasonable precautions to heat and ventilate the Property regularly to reduce the possibility of **condensation** forming, and if condensation occurs, to wipe down surfaces to stop the growth of mould or damage to the Premises, or Fixtures & Fittings.
- (x) Notify the landlord/agent immediately if any tenant ceases full time education.
- (y) Store cycles at the property only in an outside cycle storage or shed.
- (z) Regularly test the smoke, heat and carbon monoxide detector units as instructed by the landlord/agent, and report their findings to the landlord/agent.

6. THE TENANT SHALL NOT: -

- (a) interfere with or make any alteration to the structure of the Property or damage or uproot any plant or interfere with the layout of the garden without the written permission of the Landlord
- (b) remove any Contents from the Property or place in any outbuilding, garage or shed without the written permission of the Landlord.
- (c) Assign the benefit of this Agreement or sublet or take in lodgers or paying guests or part with or share possession or occupation of the whole or any part of the Property without the written permission of the Landlord.
- (d) deface the Property, smoke in the property, burn candles in the property or permit any person to carry out anything which may be or become a nuisance or annoyance to the Landlord or the Owners or occupiers of adjoining properties or which invalidates the Landlord's insurance on the Property or causes the premium for such insurance to be increased.
- (e) use or allow the Property to be used for any illegal or immoral purposes or carry out any trade or business from the Property
- (f) affix advertisements, bills or posters to any walls, woodwork or windows at the Property in such a way as to cause damage to the decoration without the written consent of the Landlord
- (g) keep or harbour any animals, fish, birds or reptiles on the Property without the prior written permission of the Landlord, which will not be unreasonably withheld
- (h) dry wet clothes within a confined room of the property without first opening doors/windows to provide adequate ventilation in order to prevent any mould or condensation being formed.
- (i) leave any article, rubbish or vehicle on or within the Property following the Landlord's or Agent's final inspection at the end of the Tenancy
- (j) change the supplier of any of the services mentioned in clause 3 of this Agreement nor arrange to have fitted a water meter fitted without the prior written permission of the Landlord which will not be unreasonably withheld
- (k) change the locks to any doors of the Property without the prior consent of the Landlord and without supplying him with as many copies of the keys as he may specify
- (l) leave the Property unattended for more than 14 consecutive days without notifying the Landlord and ensuring that the Property is properly secured.
- (m) take any action which may prevent the effective functioning of any fire equipment or alarm system
- (n) harass, threaten, intimidate, or act in an antisocial way towards any person in the neighbourhood (including residents, visitors, the Landlord, the Landlord's agent and contractors). Prohibited behaviour includes (without limitation): excessive noise; allowing visitors to cause nuisance; failing to control pets; fly-tipping; vandalism; and any conduct amounting to harassment or hate-related behaviour.
- (o) store or charge any Lithium Battery Devices (including e-bikes and e-scooters) in the Property or any shared facilities/common parts without the prior written consent of the Landlord (such consent not to be unreasonably withheld). The Tenant shall not install or modify any vehicle charging point without the Landlord's prior written consent.

7. THE LANDLORD SHALL: -

- (a) Ensure the property is fit for human habitation to the extent required by section 9A of the Landlord and Tenant Act 1985
- (b) To the extent required by Section 11 of the LTA 1985
 - i) Keep in repair the structure and exterior
 - ii) Keep in repair and proper working order the installations in the property for the supply of water, gas and electricity and for sanitation
 - iii) Keep in repair and proper working order the installations in the property for space heating and heating water.
- (c) In accordance with regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 (*SI 1998/2451*):
 - i) ensure that any relevant gas fitting and any flue that serves a relevant gas fitting is maintained in a safe condition;
 - ii) 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
 - iii) ensure that a record is made of any checks carried out and, subject to exceptions, provide a copy of the record to the Tenant.
- (d) 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*)
 - i) Ensure that the relevant electrical safety standards are met during any period when the Property is occupied under the Tenancy;
 - ii) 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
 - iii) 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.

- (e) keep all electrical and other working appliances belonging to the Landlord in good working order at all times. If the appliance has been neglected, damaged or misused by the tenant the landlord reserves the right to charge the tenant any reasonable costs for its restitution or to render it safely inoperable.
- (f) return to the Tenant any rent due for any period whilst the Property is rendered uninhabitable by fire
- (g) ensure that the Tenant, paying the rent and performing his obligations under this Tenancy, shall enjoy the Property without any unlawful interruption from the Landlord or any person acting for him
- (h) Adhere to section 190 of the Equality Act 2010, and not unreasonably withhold consent to a tenant's request to make improvements to the premises if:
 - i) A disabled person occupies, or intends to occupy, the premises as their only or main home, and
 - Tenants can find the definition of "disabled person" in section 6 of the Equality Act 2010 and the definition of "improvement" in section 190(9) of that Act.
 - ii) The improvement requested would, in relation to the disability, help allow the disabled person to enjoy the premises as their only or main home.

8. SERVICE OF NOTICES (SECTION 48 OF THE LANDLORD AND TENANT ACT 1987)

Any notice to be given shall be considered to be properly served if sent by first class post or delivered by hand to:

- (a) the Tenant at the address of the Property
or
 - (b) the Landlord at his address on page one of this Agreement or any other address which shall be notified to the Tenant in writing
- The same shall apply to any other written correspondence between the Landlord and the Tenant

- 9. If any cheque given by the Tenant fails to be honoured by his Bank/Building Society, the Tenant shall pay as additional rent a charge up to a maximum of £20 plus VAT in compensation for the reasonable costs incurred by the Landlord
- 10. Any arrears of rent shall be subject to the additional payment of interest from the due date until payment is made at a rate not exceeding 3% per annum above the Bank of England base rate
- 11. Any article, rubbish or vehicle left on or within the Property following the Landlord or his Agent's final inspection will be disposed of at the Tenant's expense in any manner thought fit by the Landlord. Any net proceeds from the sale of such items shall be held in trust for the Tenant
- 12. The smoking of illegal substances is expressly prohibited within the Property and tenants should be aware that tobacco smoking causes considerable harm to decorations and soft furnishings and is also prohibited. Failure to observe this clause will undoubtedly result in considerable retention from the deposit to rectify damage so caused

13. DATA PROTECTION

- (a) You agree to Champion Property Management processing any information or your personal details as defined in the Data Protection Act 1998.
- (b) You agree that Champion Property Management may pass on your forwarding address and or other personal information to utility suppliers, local authority, credit agencies, reference agencies and or for debt collection purposes.

14. TERMINATION BY THE LANDLORD

- (a) The Landlord reserves the right to re-enter the Property if:
 - i) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - ii) the Tenant is declared bankrupt under the Insolvency Act 1986;
 - iii) the Tenant has breached the agreement; or
 - iv) 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 4a in Schedule 2 to the HA 1988.]

This clause 14(a) 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.

- (b) If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.

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 or grounds of possession. The ground or grounds of possession will determine the notice period that must be given before proceedings are begun.

15. NOTICE OF INTENTION TO RELY ON GROUND 4A

- (a) The Landlord hereby gives notice that they may seek possession under Ground 4A of Schedule 2 to the Housing Act 1988 on the basis that all tenants satisfy the student condition at the start of the Tenancy and the Property is intended to be re-let to students.
- (b) In either case, to make use of these grounds we will usually need to serve a Section 8 notice in the prescribed form and give the appropriate notice period before starting possession proceedings.

- (c) If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.
- (d) If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

16. TERMINATION BY THE TENANT

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. The notice cannot be unilaterally withdrawn by the Tenant after it has been served on the Landlord.

17. END OF THE TENANCY

- (a) At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.
- (b) The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end [which the Landlord or its legal advisers or agents can provide to the Interested Persons PROVIDED ALWAYS THAT the Landlord (and its legal advisers and agents) agree not to provide details of the Tenant's forwarding address unless they are satisfied, acting reasonably and properly, that the person requiring the address is a duly authorised official or employee of the organisation in question and has supplied written evidence of their authority].
- (c) The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Landlord shall remove and store the possessions for a maximum of one month. The Landlord shall take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items.
- (d) At the end of the Tenancy, the Tenant must give vacant possession and return the keys to the Property, and any other security devices, to the Landlord.
- (e) In the last two months of the Tenancy, the Landlord shall be permitted to display a "for sale" sign or a "to let" sign at the Property.
- (f) The property must be vacated by 11am on the final day of the tenancy.

18. NOTICES

- (a) Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
 - i) sent by first class post to the Landlord's address stated in the Parties clause;
 - ii) left at the Landlord's address stated in the parties clause; or
 - iii) sent to the Landlord's email address stated in the Parties clause.
- (b) Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
 - i) sent by first class post to the Property;
 - ii) left at the Property; or
 - iii) sent to the Tenant's email or address stated in the Parties clause.
- (c) Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:
 - i) sent by first class post to the Guarantor's address stated in the Parties clause;
 - ii) left at the Guarantor's address stated in the Parties clause; or
 - iii) sent to the Guarantor's email address stated in the Parties clause.
- (d) If a notice is given in accordance with clause 17(a), clause 17(b) or clause 17(c), it shall be deemed to have been received:
 - i) if delivered by hand, at the time the notice is left at the proper address;
 - ii) if sent by first-class post, on the second Working Day after posting;
 - iii) if sent by email, at 9.00 am on the next Working Day after sending.
- (e) The Tenant confirms that the email address, telephone number, emergency contact and next-of-kin details provided in the Tenant Information Form are accurate and up to date.
 The Landlord shall be entitled to rely on these details for all communications and notifications unless and until the Tenant notifies the Landlord in writing of any changes.
 The Tenant accepts that failure to notify the Landlord of amended contact details may result in missed communications for which the Landlord shall not be held responsible.

ADDITIONAL INFORMATION

my|deposits is administered by HFIS plc, T/A Hamilton Fraser Insurance (The Scheme Administrator). my|deposits, Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH. Tel 0333 321 9401. Fax 0845 634 3403 - info@mydeposits.co.uk

Tenancy Deposit Scheme (TDS), West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG – 0300 0371000 - deposits@tenancydepositscheme.com

The Deposit Protection Service (DPS), The Pavilions, Bridgwater Road, Bristol, BS99 6AA – Tel. 0330 303 0030 – www.depositprotection.com

WARNING: This Agreement is a legally binding document. As Tenants you are advised to read it carefully before signing and ensure that it contains everything that you want and nothing that you are not prepared to agree to. If you do not understand any of the terms ask your Landlord or his Agent to explain them or seek independent legal advice (e.g. from the student union advice centre) before signing.

DO NOT SIGN UNLESS YOU WISH TO BE BOUND BY THE CONTENTS OF THIS CONTRACT.

YOU MUST ENSURE THAT YOU HAVE THE MEANS TO PAY YOUR RENT IN FULL FROM THE START DATE OF THIS CONTRACT.

Signed by the “AGENT” on behalf of the “Landlord”	[Custom.PM]	signed_____
Signed by the “Tenant 1”	[Tenancy.tenant1]	signed_____
Signed by the “Tenant 2”	[Tenancy.tenant2]	signed_____
Signed by the “Tenant 3”	[Tenancy.tenant3]	signed_____
Signed by the “Tenant 4”	[Tenancy.tenant4]	signed_____
Signed by the “Tenant 5”	[Tenancy.tenant5]	signed_____
Signed by the “Tenant 6”	[Tenancy.tenant6]	signed_____
Signed by the “Tenant 7”	[Tenancy.tenant7]	signed_____
Signed by the “Tenant 8”	[Tenancy.tenant8]	signed_____