

## **STUDENT DIGS: EXAMPLE TENANCY AGREEMENT**

The below agreement applies to properties where a bills package has been included in the rent.

For bills excluded tenancies a separate variation of the agreement will apply.

Some properties / landlords are subject to a variation of these terms.

Please contact us for if you would like to see a draft agreement before reserving a particular property.

EXAMPLE AGREEMENT

# ASSURED SHORTHOLD TENANCY AGREEMENT

For a furnished dwelling house.

Within the meaning of the Housing Act 1988 as amended by the Housing Act 1996 and the Housing Act 2004.  
Subject to vacant possession.

Example: 123 Regent Road, Leicester, LE1 6YF

## The Particulars

### THIS AGREEMENT IS MADE BETWEEN:

#### Landlord

Full Name: Landlord Name  
Address: 63 Regent Road, Leicester, LE1 6YF

#### Agent

Full Name: My Student Digs Limited  
Address: 63 Regent Road, Leicester, LE1 6YF  
Telephone: 0330 321 4461  
Email: info@studentdigs.uk

#### Tenant\* (See Note)

Tenant 1  
Tenant 2  
Tenant 3  
Tenant 4

#### AND Guarantor

Guarantor 1  
Guarantor 2  
Guarantor 3  
Guarantor 4

**\*NOTE:** The group of Tenants shall be known collectively as "**the Tenant**" throughout this Agreement. All references in this agreement to the singular shall include the plural and vice versa. Unless agreed otherwise the first Tenant named above will be considered the "**Lead Tenant**" who will be first named on the deposit protection certificate and will be the point of contact should any dispute arise.

The **Maximum Number** of people permitted to occupy the Property is: [[NumberOfBeds]].

#### AND IS MADE IN RELATION TO THE PROPERTY AT:

123 Regent Road, Leicester, LE1 6YF

Together with the Contents as specified in the **Inventory**.

#### Maintenance

All maintenance requests must be made as soon as is reasonably practicable in writing to The Agent using the online reporting form on this link: <https://studentdigs.uk/maintenance/>

## Term

A FIXED TERM commencing on 01 July 202X to 30 June 202Y

**Retainer Period:** Where applicable to cover any period between the last tenancy end date and the move in date of this tenancy. No rent is charged for the retainer period.

**Move In Date and Time:** 01 July 202X from 12:00 midday

**Move Out Date and Time:** 30 June 202Y at 12:00 midday. All tenants must vacate before 12:00 midday unless otherwise agreed in writing with the landlord.

## Rent (Payable to: Student Digs)

The total rent payable per month is £X,XXX.XX per calendar month for 12 months and is payable by direct debit in advance in the following instalments:

From	To	Total Rent	Months	Rent / Person	Due Date
01/07/202X	30/09/202X	£X,XXX.XX	3	£X,XXX.XX	01/05/202X
01/10/202X	31/12/202X	£X,XXX.XX	3	£X,XXX.XX	01/10/202X
01/01/202Y	30/04/202Y	£X,XXX.XX	4	£X,XXX.XX	05/01/202Y
01/05/202Y	30/06/202Y	£X,XXX.XX	2	£X,XXX.XX	01/05/202Y
<b>Total:</b>			<b>12</b>	<b>£X,XXX.XX</b>	

The Tenant has paid a holding deposit of £99.00 per person. Upon signing, the holding deposit is contributed towards the rent and will be deducted from the first instalment in the table above.

## Security/Tenancy Deposit

The Tenant agrees to pay a **Security Deposit** of £X,XXX.XX. Once received, the deposit will be held under the terms of an authorised Tenancy Deposit Scheme (as per Clause 6 and Attachment 2).

Total Security Deposit	Security Deposit Per Person	Due Date
£X,XXX.XX	£X,XX.XX	01/05/202X

## Payment Method

Rent is to be paid by Direct Debit. Upon signing this agreement, the Tenant agrees to set up a Direct Debit for payment of the Rent with the Agent or Landlord's provider.

## Utilities, Council Tax and Charges for Services (Subject to Clause 12)

Water charges:	Included in the rent
Gas (if applicable):	Included in the rent
Electricity:	Included in the rent
Broadband:	Included in the rent
Council Tax	To be paid by the Tenant

## 1 Interpretation

- 1.1 **Contents:** the furniture, furnishings, large appliances, and any other items set out in the Inventory.
- 1.2 **Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.
- 1.3 **Security Deposit:** [[Deposit]].
- 1.4 **Tenancy:** the Tenancy created under this agreement and any statutory periodic Tenancy under section 5(2) of the Housing Act 1988 or any contractual periodic Tenancy that arises after the Term has expired.
- 1.5 **Tenancy Deposit Scheme:** as defined in section 212(2) of the Housing Act 2004.

## 2 Tenant's Obligations

**The Tenant hereby agrees with the Landlord as follows:**

- 2.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.
- 2.2 The Tenants will be jointly and severally liable for the Tenant's Obligations contained within this Agreement. Joint and several means that jointly the Tenants are each liable for all sums due under this Agreement and not just a proportionate part. This includes the payment of the Rent and liabilities falling upon the Tenant during the Tenancy or any extension of it. In the event of non-payment of Rent and/or other breach of the Agreement, any individual Tenant, or group of Tenants may be pursued.
- 2.3 In the event of a default by the Tenant of any of their obligations or responsibilities under the Agreement, the Guarantor shall become liable to remedy said default. In the event of multiple Guarantors, each shall be jointly and severally liable.

### Rent and Charges

- 2.4 Before keys to the Property are released to the Tenant:
  - 2.4.1 To pay the Security Deposit;
  - 2.4.2 To pay the first instalment of the Rent as specified in The Particulars; and
  - 2.4.3 To set up a Direct Debit for payment of the Rent with the Agent's provider.
- 2.5 To pay the Rent at the times and in the manner specified in The Particulars whether or not it has been formally demanded.
- 2.6 To pay the outgoings which are the responsibility of the Tenants as set out in clause 12.2.
- 2.7 To pay to the Landlord or Agent all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:
  - 2.7.1 The cost of repairing, decorating, or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).

- 2.7.2 The cost of removal and disposal, if necessary, of any rubbish or any other items left at or outside the Property by the Tenant.
- 2.7.3 The recovery from the Tenant of any rent or any Rent or other money which is in arrears.
- 2.7.4 The enforcement of any of the provisions of this Agreement including the service of any notice relating to the breach of you or your obligations under this agreement whether or not the same shall result in court proceedings.
- 2.7.5 The policy excess incurred as a result of a claim on the Landlord's insurance, attributable to the Tenant's action.
- 2.7.6 Any other monies owed by the Tenant to the Landlord or the Agent.
- 2.7.7 Compensation for the breach of any terms of this agreement.
- 2.7.8 Charges for replacement keys or change of locks as incurred by the Landlord. Should a lost key(s) present a risk to the security of the property then the Tenant agree to pay for the cost of changing locks.
- 2.7.9 The cost of any charges incurred by the Landlord for maintenance or emergency callouts requested by the Tenant which would be considered Tenant-like Behaviour, are reasonably unnecessary or a consequence of the Tenant's actions.
- 2.7.10 A charge may apply for any amendments to this agreement which are requested by the Tenant and if agreed by the Agent and Landlord.
- 2.7.11 Any unpaid accounts for utilities, council tax, water charges, or environmental services for which the Tenant is liable.

### **Use of the Property**

- 2.8 To occupy the Property as the Tenant's principal home notwithstanding that the Tenant may have another home outside of university term time.
- 2.9 Not to assign or sublet or part with or share possession of the Property or any part of it, or to allow the Property to be occupied by more than the maximum Number of Permitted Occupiers, without the express written permission of the Landlord (which will not be unreasonably withheld).
- 2.10 Not to carry on in the Property any trade profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant.
- 2.11 Not use or suffer the Property to be used for any illegal or immoral purpose. Unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause.
- 2.12 Not to do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owner or occupiers of any adjoining Property.
- 2.13 Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.
- 2.14 Not to change the supplier of the Utilities and Services without the express written permission of the Landlord.
- 2.15 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the

supply of such services to the Property.

- 2.16 Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- 2.17 Not to bring into the Property any electrical equipment which does not comply with relevant UK electrical regulations.
- 2.18 Not to obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them.
- 2.19 Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property.
- 2.20 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.
- 2.21 Not to install, take into, use, or keep in, the Property any of the following without the express written permission of the Landlord (which will not be unreasonably withheld):
  - 2.21.1 Electric heater or heater that requires paraffin or other gaseous fuel.
  - 2.21.2 Wax candles that burn or like object.
  - 2.21.3 Motor bikes, scooters or like object.
  - 2.21.4 Electric bikes, electric scooters or like object.
- 2.22 Not to install any form of door or window lock in the property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 2.23 Not to keep any animals, reptiles, insects, rodents, or birds at the premises without the express written permission of the Landlord (which will not be unreasonably withheld). If permission is given, the Tenant may be asked to pay an additional amount towards the Security Deposit.
- 2.24 Not to block or cause any blockage to the drains and pipes, gutters, and channels in or about the Property.
- 2.25 Not to erect external aerials or satellite dishes.
- 2.26 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 2.27 It is the Tenant's responsibility to pay and arrange for the removal of all vermin, pests, and insects, if infestation begins during the Term, woodworm and wood boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 2.28 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.
- 2.29 To use a mattress protector on any mattresses provided by the Landlord.
- 2.30 To take reasonable care of the Property.

#### **Leaving the Property Empty**

- 2.31 To advise the Landlord, by giving reasonable written notice, if the Tenant intends to be absent from the Property for more than 14 days and provide actual dates the Property will be

unoccupied. For any absence over 28 days, the Tenant may agree that the Landlord or Agent should have access during the period to keep the Property insured and to take reasonable precautions to mitigate damage.

### **Condition of the Property**

- 2.32 Not to damage the Property or make any alteration in or addition to it or the electrical or plumbing system or decorate or change the style or colour of the decoration without the express written permission of the Landlord (which will not be unreasonably withheld).
- 2.33 To keep the Property and the Contents in the same condition, cleanliness, repair, and decoration, as at the start of the Tenancy with allowance for fair wear and tear.
- 2.34 Not to remove any of the Contents from the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 2.35 To clean the windows of the Property, (where access is safe,) as often as necessary.
- 2.36 To wash or clean the curtains hanging in such windows, only as agreed with the Landlord in writing.
- 2.37 To keep the garden in the same character; weed-free and in good order and to cut the grass at reasonable intervals during the growing season.
- 2.38 To notify the Landlord or Agent, in writing, as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention and provide photos as requested by the Landlord or Agent.
- 2.39 Where the Property includes Shared Facilities, to take proper care of the Contents and clean as appropriate after use.
- 2.40 To replace any light bulbs, fluorescent tubes, fuses, or batteries, promptly and when necessary.

### **Waste and Refuse**

- 2.41 To keep the Property exterior clean and free from rubbish at all times.
- 2.42 To place all refuse containers and recycling bags in the allocated pavement space for collection on the day for collection only, and to remove all refuse containers after collection.
- 2.43 Except on the day of collection, to ensure that all refuse containers and bags are stored in the allocated space on the Property at all times.
- 2.44 To undertake disposal of refuse by placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.
- 2.45 All properties are provided with refuse containers in accordance with the local authority's waste collection policy. If there is excess rubbish, either during or at the end of the Tenancy, it is the Tenants' responsibility to arrange for the excess rubbish to be disposed of correctly and having regard to any service for such disposal provided by the local authority.

### **Letters and Notices**



- 2.46 To forward any notice order or proposal affecting the Property or its boundaries to the Landlord within a reasonable time of receipt of any notice, order or proposal.
- 2.47 To forward all correspondence addressed to the Landlord at the Property to the Landlord within a reasonable time.

#### **Access to the Property**

- 2.48 To permit the Landlord or the Agent or other persons authorised by them: at all reasonable times after giving the Tenant at least twenty-four hours written notice (except in an emergency):
- 2.48.1 To enter the Property to examine the state and condition of the Property and Contents and to carry out repairs or maintenance to the Property or Contents and afford them all facilities so to do.
- 2.48.2 To enter and view the Property with prospective occupiers as required during the term of the tenancy.

#### **Keys and Alarm Codes**

- 2.49 The Tenant agrees that the Landlord and/or Agent shall hold a set of keys and that the Tenant shall not install or change any door locks or alarm codes, without the express written permission of the Landlord (which will not be unreasonably withheld).
- 2.50 Not to have any keys cut for the locks to the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

#### **Tenant's Possessions**

- 2.51 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

#### **At the end of the Tenancy**

- 2.52 At the end of the Tenancy the Tenant agrees to:
- 2.52.1 Give up the Property with vacant possession.
- 2.52.2 Give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement.
- 2.52.3 Leave the Landlord's Contents and Furniture in the respective positions that they occupied at the commencement of the Tenancy.
- 2.52.4 Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.
- 2.52.5 Remove all of the contents owned by the Tenant.
- 2.53 Any goods or personal effects belonging to the Tenant which shall not have been removed from the Property after the Tenant has vacated shall be deemed to have been abandoned and the Landlord can dispose of such goods as they think appropriate. Any charges involved in removing and disposing this waste may be deducted from the Tenant's Security Deposit.
- 2.54 To allow the Landlord or Agent to erect a reasonable number of "for sale" or "to let" signs at

the Property during the Tenancy if required by the Landlord.

### **Right to rent**

2.55 It is a condition of this Tenancy that you and anyone living in the Property must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014.

### **Council Tax**

2.56 If requested by the Landlord or Agent, the Tenant must provide a valid Council Tax Exemption Notice, or similar, within 7 days of such request being made. If no documentation is provided or the Tenant is not exempt from council tax, then the Tenant agrees to pay any council tax as billed by the council. This clause includes Council Tax or similar charge which may replace it.

## **3 Landlord's Obligations**

### **The Landlord hereby agrees with the Tenant as follows:**

- 3.1 To pay all assessments in respect of the Property, which are the responsibility of the Landlord.
- 3.2 To pay all the Outgoings which are the responsibility of the Landlord as set out in this agreement.
- 3.3 To allow the Tenant to quietly possess and enjoy the Property during the Tenancy.
- 3.4 To return to the Tenant a reasonable proportion of the Rent payable for any period while the Property is rendered uninhabitable by fire or other Insured Risk except where the destruction or damage is caused by the Tenant or their visitors.
- 3.5 To ensure that gas supply and appliances within the Property comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 3.6 To ensure that any electrical installations within the Property comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.
- 3.7 To ensure that all the furniture and equipment within the Property for which the Landlord is responsible comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 3.8 To keep in repair the structure and exterior of the dwelling (including drains, gutters, and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).
- 3.9 Keep in repair contents provided by the Landlord (unless specifically excluded), unless the fault and or failure is due to the Tenant's act or failure to act.
- 3.10 Where broadband is provided by the landlord, the landlord will ensure that an appropriate service provider is in place (normally Virgin, Plusnet, BT or Sky). The Tenant(s) acknowledge that internet service levels and internet speeds may vary throughout the house and at different times of day dependent on a number of factors (including but not limited to: service provider failings, local demand, the number of devices connected, distance from the router) and the Landlord accepts no liability for any inconvenience or disruption caused to these services. If in the Tenant(s) opinion Wi-Fi extenders or a Wi-Fi mesh system is required in the Property then this is to be provided by the Tenant(s) and there should be no expectation for this to be provided by the landlord. Any unauthorised use or additional charges will be the responsibility of the Tenant who undertakes to settle any invoices raised by the Landlord/Agent in respect of these charges.

#### **4 Interest on Rent Arrears**

- 4.1 The Tenant shall pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

#### **5 Termination**

- 5.1 If, following the expiry of the term, the Tenancy has become a contractual periodic Tenancy it may be terminated by:

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

5.1.2 The Tenant giving written notice of at least four weeks and expiring on the last day of a rental period of the Tenancy.

- 5.2 If there be a breach of any of this Agreement by the Tenant, the Landlord may serve Notice in accordance with Section 8 of the Housing Act 1988 (as amended).

- 5.3 If the Rent or any part shall be in arrears for at least 21 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of this Agreement by the Tenant, the Landlord may re-enter the Property (subject to the Landlord obtaining a Court Order for Possession) and immediately thereon the Tenancy shall terminate without prejudice.

#### **6 The Security Deposit**

- 6.1 If a Security Deposit is taken it will be held and returned under the terms of an authorised Tenancy Deposit Scheme.

- 6.2 The Security Deposit shall be returned to the Tenant at the end of the Tenancy, upon vacant possession of the Property and return of the keys, if the Tenant has kept to all the agreements and conditions within this Agreement. If deductions are proposed, these will be discussed with the tenant.

- 6.3 If no deductions are proposed, the Security Deposit will be returned within 2 weeks following the end of the tenancy. If deductions are proposed, the timeframe of processing the Security Deposit will depend on the level of works required.

- 6.4 Monies shall properly be deducted from the Security Deposit in respect of all reasonable costs and expenses incurred by the Landlord or the Agent (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:

6.4.1 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).

6.4.2 The recovery from the Tenant of Rent or any other money which is in arrears.

6.4.3 The enforcement of any of the provisions of this Agreement.

6.4.4 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.

6.4.5 The cost of any Bank or other charges incurred by the Landlord or the Agent if any

cheque written by the Tenant is dishonoured or if any standing order or direct debit payment is cancelled by the Tenant.

6.4.6 The policy excess incurred as a result of a claim on the Landlord's insurance, attributable to the Tenant's action.

6.4.7 Any excess utilities charges under clause 12.2.1.

6.4.8 Any other monies owed by the Tenant to the Landlord or the Agent.

6.4.9 Compensation for the breach of any terms of this agreement.

6.5 If the Security Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs charges expenses properly due.

6.6 The Tenant agrees that any one individual Tenant may consent on behalf of the Tenant to accept or dispute any deposit deductions or use the Alternative Dispute Resolution service provided by the authorised Tenancy Deposit Scheme.

6.7 The Security Deposit may be repaid to any individual Tenant and this repayment shall discharge the Landlord from any further liability in respect of the Security Deposit.

## **7 Guarantee and Indemnity**

7.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the Tenant's Obligations of this agreement and if the Tenant fails to pay the Rent or perform any of the Tenant's Obligations, the Guarantor shall pay or observe or perform them.

7.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 7.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the Tenant's Obligations of this agreement.

7.3 The liability of the Guarantor under clause 7.1 and clause 7.2 shall continue until the Tenancy comes to an end and the Tenant is released from the Tenant's Obligations of this Agreement.

7.4 The Guarantor indemnifies the Landlord against any further occupation of the Property after the expiry of the Tenancy whether under a statutory continuation thereof or other.

7.5 The liability of the Guarantor shall not be reduced, discharged, or otherwise adversely affected by:

7.5.1 any time or indulgence granted by the Landlord to the Tenant;

7.5.2 any time delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the Tenant's Obligations of this agreement or in making any demand in respect of them;

7.5.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the Tenant's Obligations of this agreement; or

7.5.4 any assignment, variation or novation of the Tenancy; or

7.5.5 the Landlord taking any action or refraining from taking any action in connection with the Deposit.

7.6 By signing this agreement each individual Guarantor confirms that the Tenant is of good character.

## **8 Notices**

8.1 The Landlord gives notice to the Tenant that in accordance with Sections 47 and 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address specified in The Particulars of this Agreement.

8.2 Any Notice served upon the Tenant in accordance with this Agreement or any statute or regulation then the same may be served properly addressed to the Tenant at the property or electronically to the email provided by the Tenant upon application, or by sending same by first class post to the Property or at the Tenant's last known address and the same shall be deemed to have been properly served and received by the Tenant in the ordinary course of that first class post being delivered.

## **9 Consents**

9.1 The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).

## **10 Data Protection**

10.1 The Agent is required to process and retain certain personal information provided by the Tenant. From time to time personal information may be passed onto the Landlord and to third parties who may carry out specific work on behalf of the Landlord or Agent. Full details of the personal information held, why it is held, how long it is held for and with whom that information is shared are set out in the Privacy Policy on the Agent's website which may be amended from time to time.

10.2 As part of the application process the Tenant has consented to the Agent processing and retaining personal information as necessary to administer the Tenancy and comply with the Agent's legal responsibilities.

10.3 Under the Data Protection Act 2018 the Tenant is entitled to request and inspect personal information held. Should the Tenant wish to inspect any personal information held, the Tenant has the right to request sight of this data, provided it is done in writing and detail the specific information sought. The Agent will provide the Tenant with a copy of any personal information held (which constitutes "Personal Data" in terms of the Data Protection Act 2018) within one month of receipt of a written request.

## **11 Inventory**

11.1 The inventory and schedule of condition will be provided on or shortly after the later of the start of the Tenancy or move in date. The Tenant will have 5 days from receipt of the inventory to request any changes or comments to be included in the inventory. All requests must be made in writing. If no request is made then the Tenant is deemed to have accepted the inventory and schedule of condition as fair and accurate and that the Landlord or Agent may rely on them at the end of the Tenancy as a fair and accurate record of the condition of the Property, contents, fixtures, and fittings at the outset of the Tenancy. The Tenant agrees that any individual Tenant is authorised to sign for the inventory on behalf of the Tenant.

11.2 Where the Tenant has signed for a new fixed term at the Property, the Tenant agrees to be bound by the inventory completed at the time of first moving into the property.

## 12 Supply of Utilities

12.1 The Landlord must pay:

- 12.1.1 all water and sewerage charges or metered payments in respect of the supply of water to the Property;
- 12.1.2 all charges made for the use of Broadband and Internet services at the Property including, where appropriate, equipment rental
- 12.1.3 up to a maximum limit of £XXX.XX per calendar month, charges for combined total electricity and (if applicable) gas consumed on or supplied to the Property and any meter rent.

12.2 The Tenant must pay:

- 12.2.1 any charges for electricity and (if applicable) gas consumed on or supplied to the Property and any meter rent in excess of the maximum limit set out in 12.1.4 above; and
- 12.2.2 any council tax (or any similar tax charged in addition to or replacing it) payable in respect of the Property and any other rates or taxes on the Property.
- 12.2.3 if required, the amount of the BBC television licence fee for television services.
- 12.2.4 any invoices raised by the Landlord and/or the Agent in respect of any charges under clause 12.2.1.

12.3 Where the Term does not last for an exact period of full round months, the Term length will be rounded to the nearest month for the purposes of calculating excess charges in relation to clause 12.2.1.

*NOTE: At the end of the tenancy, the energy supplier will provide a bill confirming the total expenditure over the term. This expenditure will then be compared to the maximum limit stated in clause 12.1.3 which will be calculated over the term in accordance with clause 12.3. Any excess charges will then be billed to the tenant at the end of the tenancy term.*

## 13 Other

13.1 In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.

13.2 This Agreement may be signed by electronic signature (as defined in the Electronic Communications Act 2000) and shall have the same legal effect, validity and enforceability as if signed by handwritten signature to the extent and as provided for in any applicable law (including the Electronic Communications Act 2000).

13.3 Interest received by the Agent or Landlord on any deposit or advanced rental payment, will be retained by the party receiving the interest.

### **Renters' Rights Bill (Proposed)**

13.4 In the event the Renter's Rights Bill (RRB\*), as proposed or amended, comes into force before, or during this tenancy, and the RRB applies to this tenancy under statute the following will apply:

13.4.1 The Landlord hereby gives notice under the proposed Ground 4A, The Landlord intends to seek possession under this ground with an effective date of [[FixedDateLong]].

13.4.2 It is agreed by both The Tenant and The Landlord that The Tenant meets the student test as defined under the proposed Ground 4A when the tenancy is entered into.

13.4.3 Should any other provision of this agreement be affected by the RRB, The Tenant and The Landlord agree to work in good faith to resolve any issues that may arise.

*\*RRB (proposed), refer to Renter's Rights Bill Explanatory Notes published 24/09/2024.*

### **Safety Advice for the Tenant**

13.5 Tenant responsibilities in relation to electrical appliances:

13.5.1 The Tenant must ensure that all appliances brought into the premises are safe.

13.5.2 Due to the increased risk of fire from certain appliances the Tenant should not keep or use appliances for the storage or preparation of food in bedrooms.

13.5.3 Due to the increased risk of fire from certain appliances the Tenant should not keep or use electric heaters in bedrooms.

13.5.4 Due to the increased risk of fire the Tenant is prohibited from using, charging, storing electric bikes, electric scooters or like object in the property.

13.6 Tenant Responsibilities in relation to Legionnaire's Disease to maintain the control measures already in place.

13.6.1 Ensure the hot water setting on the boiler is not programmed below 60°C.

13.6.2 If vacating the Property for more than seven days you should, upon return, turn on ALL water taps/outlets for a minimum of two minutes.

13.6.3 Disinfect and de-scale shower heads every 2 to 3 months.

13.6.4 Report any problems with the boiler and/or the hot and cold water supply outlets to My Student Digs.

13.7 For properties that have basements which are unmodernised the tenants agree that these must not be used for storage or accessed, except in a limited number of circumstances that include:

13.7.1 Taking meter readings.

13.7.2 Shutting off the gas supply using the gas control handle if this is located in the basement.

13.7.3 Accessing the fuse board (consumer unit) if this is located in the basement.

**SIGNED AS AN AGREEMENT**

**The Agent** on behalf of **The Landlord**

My Student Digs Limited

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**The Tenant(s)**

Tenant 1

Tenant's signature

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Tenant 2

Tenant's signature

\_\_\_\_\_

Tenant 3

Tenant's signature

\_\_\_\_\_

Tenant 4

Tenant's signature

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EXAMPLE AGREEMENT



**The Guarantor(s)**

Guarantor 1

Guarantor's signature

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Guarantor 2

Guarantor's signature

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Guarantor 3

Guarantor's signature

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Guarantor 4

Guarantor's signature

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EXAMPLE AGREEMENT