

UNIVERSITY OF WALES SWANSEA

TENANCY AGREEMENT



INFORMATION AND ADVICE FOR STUDENTS AND LANDLORDS

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UNIVERSITY OF WALES SWANSEA



2007

SUGGESTED ASSURED SHORTHOLD TENANCY AGREEMENT

Although the Accommodation Office will help students and landlords who wish to negotiate agreements, it is emphasised that officers are not acting as agents nor are they competent to give legal advice. ACCORDINGLY, THE UNIVERSITY IS IN NO WAY PARTY TO ANY AGREEMENT MADE AND CANNOT ASSUME RESPONSIBILITY FOR ITS TERMS OR ITS PERFORMANCE.

ASSURED SHORTHOLD TENANCY

This Agreement is made on (date) .

Between(1) The LANDLORD (name).

..... (address)

.....

Contact Telephone No.

Agent's Name (if applicable)

AND

(2) The TENANT/S (name /s)

.....

..... (address /es)

.....

This Agreement is intended to give rise to an Assured Shorthold Tenancy as defined under the Housing Act 1996.

The Landlord agrees to let and the Tenant/s agree(s) to take the Flat /House /Room (referred to below as ' the premises ') known as

Property address Room No

with shared use of
(together with the fixtures, furniture and effects described in the attached inventory).

From(Tenancy start date)

To(Tenancy end date)

at a rent of £ per(week /4 weeks / calendar month)
payable in advance.

Refundable damage deposit: £

TENANCY AGREEMENTS

The Accommodation Office receives a variety of requests for the clarification of conditions included in a signed Tenancy Agreement. Our advice to both Landlords and Tenants is to discuss all the terms before signing an agreement so that both parties are clear of their obligations.

Although staff at the Accommodation Office will help students and landlords who wish to negotiate agreements, it is emphasised that staff are not acting as agents nor are they competent to give legal advice.

We suggest that the following matters are considered by both parties carefully:

1. IDENTIFICATION OF THE PROPERTY LET UNDER THE AGREEMENT

A. One tenancy is granted for a whole property - this can have two implications

- i. ***A group of students are granted one joint tenancy.*** This makes the group of students jointly and severally liable for the property, and the rent should therefore be quoted for the whole property and not on an individual room basis. If a member of the group leaves, the whole rent must still be paid. This type of agreement is obviously of benefit to the Landlord, as the rent is guaranteed and he does not need to look for a new tenant if one student moves out. However, whilst the remaining students will need to find their own replacement for the vacancy they should be entitled to make their own choice for the replacement tenant and the Landlord would find it difficult to object. All tenants also have joint responsibility for any damage done anywhere in the property.
- ii. ***One student agrees to rent a whole property*** (this student may at a later date be able to sublet rooms to other people with the permission of the Landlord). The student named on the contract is individually responsible for paying the full rent and ensuring all the tenant obligations are kept.

B. A number of tenancies are granted to separate individuals for one property, with certain parts of the property being for shared use.

The particular rooms/areas of the property which are for shared use should be identified.

- i. ***A student is granted exclusive use of a particular room*** in the property, with the communal facilities being shared (check what facilities may be shared with the landlord).
- ii. ***A student may have exclusive use of a flatlet***, with only the entrance door/stairway being shared.

Where separate tenancy agreements are used, each student is only responsible for paying the rent for the rooms which are for their exclusive use. Therefore if a student decides to leave the accommodation, the remaining tenants are not responsible for making up the shortfall in rent, nor are they responsible for finding a replacement tenant.

2. IDENTIFICATION OF THE PARTIES

The Tenant is legally entitled to know the name of the Landlord, even if the contract is signed with an agent. Therefore the Landlord's name, address, and telephone number should be clearly stated on the agreement, so that the students know who is responsible for the property and how to contact that person. Similarly the student should give a permanent/ home address so that the Landlord has some way of contacting them during vacations or should they leave the premises.

Both parties should sign the Agreement and retain a signed copy.

3. RENT - Questions that need to be answered:

The amount of the rent and period it covers e.g. amount weekly, 4 weekly, calendar monthly and when and how frequently it should be paid e.g. first day of month, weekly, termly in advance.

How the rent should be paid?- e.g. by post, into the landlord's bank, the landlord will call to collect it.

What does the rent include? – e.g. water rates (normally included), heating, and/or services e.g. cleaning of communal areas.

4. TYPES OF AGREEMENT

The Housing Act 1996 came into effect on 28th February 1997. This means that generally all new lettings of self contained accommodation created on or after this date will effectively be **new style Assured Shorthold Tenancies**. The minimum period for letting under this Tenancy is 6 months and a Landlord cannot attempt to recover possession during this initial period unless the tenant is in breach of contract. The tenancy can be formalised by using a single document Tenancy Agreement.

Additional information about Assured Shorthold Tenancies is discussed in more detail in section 5.

As Resident Landlords do not grant exclusive possession of a property they are not able to use Assured Tenancies. In order to protect their interests before agreeing to let rooms in their own home they should seek additional legal advice before signing a contract. Copies of an outline standard letting agreement for use by Resident Landlords is available from the Accommodation Office.

5. HOW LONG IS THE TENANCY

The start date of the Tenancy needs to be clarified during the initial discussions. This is the day when the Tenant may move into the property and from which rent is due. If a property is being reserved by students for the new session the Tenancy start date should be the day when the retainer payment first comes into effect. eg. 1st July.

Is the Tenancy for a fixed/ defined period of time? - or Is it open ended?

Whilst the Tenancy start date must be made clear, it is optional for the Landlord to agree an end date. Thus 2 different types of new style Assured Shorthold Tenancies can be created under the 1996 Housing Act:-

1. ***Fixed Term/ Defined Tenancy***

The Landlord agrees to let the property for a specified period of time, and cannot end the Tenancy before the fixed term expires, unless the tenants have broken their Tenancy conditions. At the end of the fixed term the owner has an absolute right to possession provided the correct statutory procedures have been followed -ie 2 months notice has been served.

2. **Open Ended Tenancy**

In this situation the Landlord leaves the end date undefined/ left open. Whilst the Landlord is still committed to letting for the minimum 6 month period, he can choose to end the Tenancy at any time once the initial 6 months has lapsed, or at any later time, after serving on the tenant 2 months notice. Following this the Landlord is absolutely entitled to vacant possession of the property and the tenant must leave.

The Tenant may end the tenancy at any time after the initial 6 months of the contract by giving the Landlord 1 month's written notice of this intention, or at any time if an appropriate break clause is included.

Students are advised to ensure their tenancy includes a clause entitling them to give 4 weeks notice allowing them to vacate the premises during the contract. This is written into the University's standard tenancy agreement.

In situations where a Landlord has given the tenant notice to vacate the property, and the Tenant does not move out, the Landlord must obtain a court order before obtaining possession of the premises. **It is a legal offence for a Landlord to attempt to remove a tenant or their belongings from a property without a court order.**

In other types of tenancy e.g. lettings where there is a Resident Landlord, both parties are able to end the contract by giving 4 weeks notice in writing.

6. **ARE THERE ANY PAYMENTS OTHER THAN RENT?**

e.g. Deposit, retainer, rent in advance.

When students book accommodation it is normal to make a payment to the landlord at the time the tenancy agreement is signed. This may be a deposit (or bond), a retainer for the summer period or the first month's rent in advance. All three should not need to be paid in advance.

Landlords are advised to charge a damage deposit/bond, to safeguard against damages, loss or unpaid bills which may result from letting. The bond is retained for the whole tenancy and should only be returned once it has ended, provided no damage or breakages have occurred and the property has been left in a reasonable condition.

Some landlords charge a retainer to cover time in the summer when the property would otherwise be vacant, and available for letting. The purpose of a retainer is to allow the landlord to keep the property unlet so that no complications of letting could jeopardise the new tenancy taking effect. The University recommends that any retainer is defined within the tenancy agreement and functions as a reduced rental payment.

If rent in advance is charged this should be offset against the first rent payment due from the student.

Students should ensure that a receipt is obtained for any advance payment. This receipt should specify the purpose of the payment.

Additional information on retainers and deposits is available on request.

7. **INVENTORY**

An inventory of furniture and fittings should be prepared by the Landlord and attached to the Tenancy Agreement. This list should be carefully checked, noting any damages/ dilapidation, as any items that are damaged or missing at the end of the Tenancy will be the student's responsibility and may be recharged. If no inventory is available the students should create their own and forward a copy to the Landlord.

8. REPAIRS

Tenants will normally be responsible for the repair/replacement of any items of damage caused by themselves or their visitors, excepting fair wear and tear.

The Landlord is responsible for repairs to the structure and exterior of the premises as well as the installations for the supply of water, electricity, gas and heating appliances as covered by sections 11-17 of the Landlord and Tenant Act 1985. Landlords should be aware that repairs should be completed within a reasonable time. Failure to do so may entitle the tenant to a compensation payment for the delay.

The Gas Safety Regulations 1994 require property owners to service the gas appliances in their accommodation annually and to display the certificate of this service in a prominent position in the property.

All furniture in furnished lettings should be fit for their purpose and comply with the restrictions of the Consumer Protection Act.

9. OTHER CLAUSES

The following clauses will usually be included:

- i. Landlord will grant "quiet enjoyment". In plain English this means that the accommodation becomes the Tenant's home and the Landlord should not interfere with its use as a home provided the Tenancy Agreement is not broken.
- ii Tenant will not sub-let or part with possession of the premises.
- iii. Tenant will allow Landlord to enter premises at pre-arranged times. Normally this means that at least 24 hours notice should be given.
(The Tenant is not entitled to refuse Landlord entry).
- iv. Tenant will leave the premises in reasonable condition at the end of the Tenancy.

Other clauses may be included - e.g. no pets allowed.

Landlords should be aware of the additional responsibilities and obligations that are implied into the Tenancy by Statute and Common Law, including the Defective Premises Act 1972 and the Occupiers Liability Act 1957.

For the information of both students and Landlords a suggested Assured Shorthold Tenancy Agreement is attached.

GENERAL TENANCY CONDITIONS

Tenant's Obligations

- A The Tenant agrees to pay the rent (which is fixed throughout the length of the Tenancy) as stated above in the following manner
.....
.....
- B The Tenant must not share the possession or occupation of the premises or any part thereof with any persons without the written consent of the Landlord.
- C The Tenant must keep the inside of the premises and furniture and fittings clean. The Tenant is responsible for any damage caused wilfully or by neglect on the part of his /her household or visitors except for fair wear and tear. This includes replacement of broken glass in windows and doors and the repair or replacement of any equipment, furnishings or fittings as provided by the Landlord and shown in the attached inventory.
- D The Tenant must report to the Landlord in writing any disrepair or defect for which the Landlord is responsible.
- E The Tenant will allow the Landlord or his agent to enter the premises at pre-arranged convenient times to examine the condition of the premises. (The Tenant is entitled to receive 24 hours prior notice.)
- F The Tenant will pay for all gas and electricity used during the Tenancy.
- G The Tenant agrees to pay for the cleaning of all blankets, curtains, floor coverings etc. which have been soiled during the Tenancy allowing for reasonable use.
- H The Tenant agrees to leave the premises and the furniture and effects at the end of the Tenancy in good order and in clean condition.
- I The Tenant agrees not to cause a nuisance either personally or as a result of visitors, to the Landlord, other Tenants, or neighbours.
- J If the Tenant comprises more than one person, all persons are jointly and severally responsible for all aspects of the tenancy for its full duration.

Landlord's Obligations

- A The Landlord is responsible for keeping the exterior and structure of the premises in good repair, and for keeping in good and working order any installations for space heating and sanitation, water, gas and electricity provided by the Landlord as covered by section 11-17 of Landlord and Tenant Act 1985.
- B The Landlord will pay water rates and property taxes.
- C The Landlord will insure the premises, furniture and fittings against damage by fire and other perils against which it is usual to insure.
- D The Landlord will allow the Tenant quiet enjoyment of the premises.

Ending the Tenancy

Forfeiture: Provided that if the Rent or any part thereof shall be in arrears for 14 days after the same shall have become due whether legally demanded or not or if there shall be a breach of any of the obligations on the part of the Tenant the Landlord may re-enter the Premises or any part thereof in the name of the whole and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other rights and remedies of the Landlord.

Tenant may end the Tenancy by giving 4 weeks notice in writing.

The Landlord is prohibited from seeking possession during the first 6 months of the Tenancy, or the period of the fixed term. The Landlord may bring the Tenancy to an end after the initial 6 month period by serving on the Tenant not less than 2 months' notice stating that the Landlord requires possession of the Premises, or absolutely after the expiry of the fixed term.

SIGNED by the LANDLORD

in the presence of

SIGNED by the TENANT

in the presence of

