

# Student Non-Assured Tenancy Agreement

[enter scheme name]

**THIS TENANCY AGREEMENT IS BETWEEN A2Dominion Homes Limited (“the Association”) of The Point, 37 North Wharf Road, London W2 1BD which is a registered provider of Social Housing and is subject to regulatory guidance,**

**AND [ENTER TENANT NAME] (The Tenant)**

Each Tenant individually has the full responsibilities and rights set out in the Agreement. In respect of:

Room **[ENTER ROOM LETTER]** in Flat **[ENTER FLAT NUMBER]** **[ENTER FULL SCHEME ADDRESS]** (The Premises)

The Tenant has the sole use of Room **[C] (the Room)** and shared use of the communal kitchen and hallway in the Premises.

The Tenancy begins on **[ENTER TENANCY START DATE]** and is a Non-Assured Tenancy being excluded from assured status by paragraph 8 of Schedule 1 of the Housing Act 1988 as the Tenant is pursuing or is intending to pursue a course of study and the Association is a specified institution for the purposes of that paragraph. The terms of the tenancy are set out in this Agreement.

The Tenancy is granted for a fixed term of **[ENTER NUMBER OF WEEKS THE TENANCY IS FOR]** weeks and for the avoidance of doubt is to end at **12 / noon** on **[ENTER TENANCY END DATE]**.

\*Charitable Trusts Act 1965                      The dwelling that is the subject of this tenancy is held by (the Landlord in trust for) a charity that is an exempt charity.

**General Terms**

**1. It is agreed as follows:**

- (1) The Landlord lets and the Tenant takes the Premises for the fixed term of **[Monday 3rd September 2018]** to **12 / noon** on **[Sunday 18<sup>th</sup> August 2019]**.
- (2) The payment of Rent for the Premises (inclusive of services provided by the Association in connection with the Premises set out in paragraph 1(3) below) shall be made as follows:

First Payment	1 <sup>st</sup> September 20XX	£ XXX.XX
Second payment	1 <sup>st</sup> October 20XX	£ XXX.XX
Third payment	1 <sup>st</sup> November 20XX	£ XXX.XX
Fourth payment	1 <sup>st</sup> December 20XX	£ XXX.XX
Fifth payment	1 <sup>st</sup> January 20XX	£ XXX.XX
Sixth payment	1 <sup>st</sup> February 20XX	£ XXX.XX
Seventh payment	1 <sup>st</sup> March 20XX	£ XXX.XX
Eighth payment	1 <sup>st</sup> April 20XX	£ XXX.XX

- (3) The Association shall provide the following services in connection with the Premises referred to above:
- Heating • Lighting • Water • Hot Water • Sewerage • Weekly Communal Cleaning • Electricity • Access to the University's Student Internet service •
- (4) The Association will not increase or decrease the Rent during the fixed term of the Tenancy.
- (5) This Agreement may only be altered by the agreement in writing of both the Tenant and the Association.
- (6) Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the Association for the receipt of legal notices, and any other communication arising from this Agreement, is Accommodation Office, Sinnet Court, Southfield Road, OXFORD, OX4 1FY.
- (7) Any written notice, legal notice or any other communication to be served by the Association on the Tenant shall be properly served if:
- a) it is handed to the Tenant or
  - b) it is delivered by hand to the Premises or
  - c) it is sent by post to the Premises. Any written notice sent by post shall be sent by first class post and shall be deemed to be delivered two (2) working days after posting or
  - d) it is sent to the Tenant electronically where the Tenant has given the Association an email address, or other digital address with which the Association can communicate with the Tenant electronically
- (8) The Tenant shall make a reservation payment of **£250** which will be held and used to cover the Association's expenses in the event the Tenant fails to take up occupancy. The reservation fee will transfer to a deposit payment at the commencement of the Tenancy and will be used against losses and/or expenses which the Association will return in full providing that the Association may deduct from such sums in the following circumstances (this is not an exhaustive list)
- Damage loss or breakage of the Association's fixtures, fittings or furniture
  - Non-payment of Rent
  - Abandoning the Tenancy including where a tenant decides not to move into the property after signing the contractual tenancy.
  - Causing the common areas of the block, Flat or the interior of the Room to become in poor condition requiring cleaning before letting
  - Damage or vandalism to the Association's property
  - Any other breach of tenancy by the tenant
- (9) Collective damage charges will be incurred for any damage, loss or breakage of the Association's fixtures, fittings or furniture in any area shared by tenants within the Flat.
- (10) The Tenant shall pay to the Association a late payment charge of £25.00 where a rent payment is not received within 14 days of the due date. This sum is to cover the Association's administration costs associated with dealing with late rent payments.
- (11) The Association agrees to take delivery of parcel(s) (not exceeding 40cm x 40cm x 40cm in size) on behalf of the Tenant and agrees to store them at [enter scheme] for a maximum period of (1) month. Any parcel(s) not collected by the Tenant within (1) month will be deemed abandoned and the Association shall be entitled to dispose of the parcel(s) as they see fit without liability to the Tenant. If the tenant fails to collect within (1) month, the Association will be entitled to charge you for any reasonable costs it incurs

controlling, storing or disposing of such parcel (s). The Association is not liable for any loss of or damage to the said parcel(s) (other than caused directly by the Association's breach of the Tenancy or the Association's deliberate or negligent act or omission) or for any consequential loss even if that loss or damage is due to the fault of the Association. Where the Association is liable, their liability does not exceed the true value of the parcel(s).

## The Association's Obligations

### 2. Association agrees:

- (1) To give the Tenant possession of the Premises at the commencement of the Tenancy.
- (2) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where:
  - (i) access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property; or
  - (ii) where there has been a breach of the tenancy agreement
  - (iii) the tenancy has ended.
- (3) To be liable for any repairs which are the responsibility of a landlord by virtue of Section 11 Landlord & Tenant Act 1985 which includes keeping in repair the structure and exterior of the Premises.
- (4) To keep in repair and proper working order any installations provided by the Association for space heating, water heating and sanitation and for supply of water and electricity.
- (5) To insure (or arrange for any superior landlord to insure) the structure of the Premises and keep the Premises together with the Landlord's contents insured against loss or damage by fire or such other risks as the Landlord determines in the usual terms of an insurance policy.

## The Tenant's Obligations

### 3. The Tenant agrees:

- (1) To take possession of the Room at the commencement of the Tenancy and not to part with possession, assign, underlet or share possession of the Room with any other person and not to allow any other person to reside in or share possession of the Premises except for those persons who have been granted tenancies by the Association of other rooms in the Premises.
- (2) To pay the Rent, reservation charge and other charges as set out in this Agreement in advance.
- (3) In the event that the Premises cease to be exempt from Council Tax, to pay the Council Tax for the Premises. In the event that Council Tax is imposed in respect of any property of which the Premises form part, to pay the proper proportion of such Council Tax attributable to the Premises.
- (4) Use of the Room and Premises
  - (i) To use the Room and Premises for residential purposes as your only or principal home. If you do not use the Premises in this way the Association can forfeit (bring to an end) the tenancy.
  - (ii) That neither you nor your visitors will carry out any trade or business at or from the Premises without first obtaining the Association's written consent
  - (iii) That neither you nor your visitors will use the Premises or any communal areas for any illegal, immoral or disorderly purpose
  - (iv) That neither you nor your visitors will use any communal facilities fixtures and fittings without due regard for the safety and convenience of other residents
  - (v) Not to interfere with security and safety equipment in communal areas and entrances.
  - (vi) Not to keep or leave rubbish, belongings or unwanted household furniture on or in any of the communal areas (such as stairs, lifts, landings, entrance halls, communal gardens or parking areas) or other land belonging to the Association
  - (vii) Not to use the Premises to advertise, sell, hire or exhibit goods
  - (viii) Not to interfere with any fire-fighting equipment, lift, or door entry or alarm systems or electricity supply.
- (5) Drugs and Offences
  - (i) That neither you nor your visitors will use, sell or supply illegal drugs in the Room or Premises or in the locality of the Premises

- (ii) That neither you nor your visitors will commit a criminal offence in the Room or Premises or in the locality of the Premises
- (6) Nuisance or Annoyance Generally
- (i) That neither you nor your visitors will cause a nuisance or annoyance to other persons in the locality of the Premises or to any tenant, agent, employee or contractor of the Association or any company associated to the A2Dominion Group (of which the Association is a subsidiary). Examples of what might constitute a nuisance or annoyance include:
- Verbal or physical abuse
  - Unreasonable noise such as playing loud music, shouting or screaming, revving car or motorcycle engines, banging on party walls floors or ceilings, throwing furniture or other items about causing noise
  - Intimidation or threatening behaviour
  - Criminal damage to Association or neighbours property including graffiti
  - Taking part in criminal activity including drug dealing
  - Carrying out car repairs in communal areas or on other Association land
  - Leaving unroadworthy or untaxed vehicles including SORN vehicles on communal land
  - Dumping or hoarding rubbish either on communal land (including bin areas) or in your own garden including items of household furniture or appliances or car parts.
  - Keeping your garden in an untidy state so that it is an eyesore or attracts vermin
- (ii) To be responsible for the behaviour of every person (including children) visiting the Premises. You are responsible for them in the Premises, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, communal gardens, parking areas, for example) and in the wider locality around the Premises
- (7) Harassment  
That neither you or your visitors to the Room or Premises, will commit or threaten any form of harassment (including on the grounds of race, colour, religion, disability, age, sex, or sexual orientation) which may interfere with the peace and comfort of, or cause offence to, other people in the locality of the Premises or to any tenant, agent, employee or contractor of the Association or any company associated with the A2Dominion Group.
- (8) Assaults & Abuse towards us and our Staff
- (i) That neither you nor your visitors will hinder, obstruct, harass, intimidate, threaten, abuse, stalk or assault any employee, agent or contractor of the Association or any associated company of the A2Dominion Group. This includes but is not limited to being abusive, harassing or bullying via social media or making vexatious complaints.
- (ii) The neither you or your visitors will make any public defamatory or deliberately misleading comments about the Association or any associated company of the A2Dominion Group, including via social media.
- (9) Noise  
That neither you nor your visitors will make any noise which can be heard outside the Room or Premises and which may cause a nuisance to other people in the locality. In particular any form of noise should be kept to a minimum between the hours of 11pm and 7am and at a reasonable level at all other times
- (10) Health & Safety  
Not to act in a manner which causes a health or safety risk to others in and around the Premises. These examples of behaviour include the following but are not limited to these:-
- Leaving food and other debris lying around in communal areas
  - Leaving items in communal hallway that block fire exit
- (11) Not to keep any animals in the Room or on the Premises.
- (12) To keep the interior of the Room and Premises in good and clean condition.

- (13) Not to service or repair a vehicle or motor cycle in a parking space, communal area or on the forecourt or approaches to the Premises. Not to keep or park any vehicle or motor cycle within [ENTER SCHEME NAME] or within the ring road of Oxford other than for loading or unloading purposes, or whether the vehicle or motorcycle is parked at a public car park.
- (14) Not to damage furniture, fittings, fixtures, etc., in any flat, room or communal area.
- (15) Not to use any paraffin heating, lighting or cooking appliances in the Room or on the Premises.
- (16) Not to smoke anywhere within the Room or the Premises or communal areas.
- (17) Not to allow any other persons to reside in the Room or at the Premises.
- (18) Communal Areas
- (i) Not to store a bicycle vehicle, pram, pushchair or other item in communal areas and on balconies.
  - (ii) Not to allow motor cycles or similar machines to be stored or placed in any internal shed or store.
  - (iii) Not to obstruct corridors, staircases, balconies, lifts, fire doors or firefighting equipment
  - (iv) Not to hang laundry for drying so that it is visible from the exterior of the Premises except in the drying area provided for this purpose
  - (v) Not to throw any article from windows, landings, balconies or corridors
  - (vi) Not to install any satellite dish onto the outside of the building without the Association's written consent and to comply with any Local Authority planning policies or requirements
  - (vii) To keep clean access balconies or corridors outside the Premises
  - (viii) To share the cleaning of common areas with other residents in the building unless the cleaning is carried out by the Association or a contractor
  - (ix) To place household refuse in communal bins provided but to ensure that any large items of refuse e.g. furniture, electrical goods are not placed in the bin area. You are responsible for arranging collection of these items from the Premises at your own expense or by taking them to the local refuse site.
- (19) To give the Association vacant possession and return the keys to the Room and Premises at the end of the Tenancy, and to remove all furniture, personal possessions and rubbish belonging to the Tenant and leave the Premises and the Association's fixtures and fittings in good lettable condition and repair. You will be charged in default if the Premises, fixtures and fittings are not left in good lettable condition and repair.
- (20) Any items left in the Room and at the Premises after the termination of the tenancy will be deemed abandoned and disposed of by the Association as they see fit without liability to the Tenant for the goods.

The Association will be entitled to charge the Tenant for any reasonable costs it incurs in controlling, removing, storing or disposing of such goods and the Association will be entitled to use the proceeds of disposal (if any) of the goods towards settling any arrears of Rent and other monies that are owed to the Association.

- (21) Internal Condition & care of the room and premises
- (i) To keep the interior of the room and Premises in as good and clean condition as it was when let to you. At the end of the tenancy, the room and Premises must be returned in as good as state of repair and decoration as it was when let to you (fair wear and tear excepted)
  - (ii) To take care to protect the room and Premises from condensation, including wiping down condensation, and adequately heat and ventilate your room.
  - (iii) Not to allow the interior or any part of the room or Premises to get into any state or condition that would present a health or safety risk to you, other tenants or visitors to the room or Premises. Example of which include but are not limited to:
    - Hoarding or storing of rubbish or other items such that it restricts access to any part of the room and Premises
    - Any activity or neglect that results in vermin or pests being present in the room or Premises (this included bedbugs, rats, mice, cockroaches).

If you fail to comply with this clause the Association may (but is not required to) take steps to remedy the condition of the room/remises in your default and will be entitled to recharge you for all costs and charges it incurs in doing so. It may also, or instead apply to recover possession of the room/premises.

- (22) Not to keep/light in the Room or Premises candles, incense sticks or burners. Not to set light open fires within or on/around the Premises.
- (23) Drugs, Offences, Terrorism, Gang Membership
- (i) That neither you or your visitors will cultivate, use, sell or supply illegal drugs in the Premises or in the locality of the Premises
  - (ii) That neither you nor your visitors will commit or take part in or collude in a criminal offence in the Premises or in the locality of the Premises
  - (i) That neither you nor your visitors will keep a firearm, or other weapon whether legal or illegal in the Premises or the communal areas.
  - (ii) That neither you or your visitors will take part in or encourage or promote any terrorist activity.
  - (iii) That neither you or your visitors will become a member of a gang or allow a member of a gang to visit the accommodation.
- By 'gang' we mean the definition used in Section 34 of the Policing and Crime Act 2009 (as amended) or such subsequent definition as may replace it.
- (24) It is a term of this Tenancy that you and/or anyone acting for you have not given false information either to the Association or to the Local Authority or to the statutory agency or the organisation which nominated you to the Association, in order to get this tenancy. If you or anyone acting for you has given false information it will be a breach of this tenancy entitling us to apply to recover possession for the Premises.
- (24) To allow the Association's or contractors acting on behalf of the Association access at all reasonable hours of the day to inspect the condition of the room/premises or any installation or to carry out repairs or other works to the room/premises.

## The Tenant's Rights

### 4. The Tenant has the following rights:

- (1) The Tenant has the right to occupy the Room and Premises peacefully and without interruption by the Association for the duration of this Tenancy, (except for the obligation contained in this Agreement to give access to the Association's employees or contractors) so long as the Tenant complies with the terms and conditions of this Agreement and has proper respect for the rights of other tenants and neighbours.
- (2) Termination of the Tenancy
  - (i) The Tenancy will expire at the end of the fixed term at which time the Tenant must vacate the Premises. As the Tenancy is for a fixed term and is not assured as it is excluded from the provisions of the Housing Act 1988 pursuant to paragraph 8 of Schedule 1 of that Act, the Association is not required to serve any form of Notice to Quit before commencing legal proceedings after the fixed term has expired. It also means that the Association can recover possession upon termination of the tenancy, (whether at expiry of the fixed term or pursuant to clause 4(2) (ii) below) but if the Tenant fails to vacate the Association must apply for a Court Order.
  - (ii) Re-entry by the landlord (forfeiture)

If at any time:

    - the rent or other charges payable remain unpaid, wholly or in part, for 14 days after becoming due, whether formally demanded or not, or

- you do not use, or cease to use the Room and Premises as your only or principal home, or any of the other obligations in this Tenancy are not complied with then the Association may forfeit (i.e. bring to an end) the Tenancy and recover possession of the Premises. Any other rights and remedies the Association may have will remain in force.

**(NOTE: this clause does not affect any rights the tenant has under the Protection From Eviction Act 1977 – the Association cannot enter the Premises or evict you without a court having first made an order for possession)**

**5. By way of further rights, the Association agrees:**

- (1) The Association will consult the Tenant before making changes in matters of housing management or maintenance, which are likely to have a substantial effect on the Tenant.
- (2) The Tenant has a right to information from the Association about the terms of the Tenancy, and about the Association’s repairing obligations and its policies and procedures on tenant consultation and housing management.
- (3) The Tenant has the right to use the Association’s procedure for dealing with complaints raised by the Tenant on any matter arising from this tenancy. The Association shall provide details of the scheme at the beginning or during the Tenancy and inform the Tenant of any changes. If still dissatisfied after the complaints procedure has been exhausted the Tenant shall have the right to refer the matter to the

Housing Association Tenant’s Ombudsman Service, whose address and contact details shall be passed to the Tenant by the Association when requested.

**Cancellation Policy**

**6. Tenancy cancellation:**

- (1) i) If the Tenant cancels the agreement after accepting it, the Tenant remains liable for the full rent unless a replacement Tenant is found.
- ii) If a replacement Tenant is found, a new Tenancy agreement signed and reservation fee paid the original Tenancy will be cancelled. The withdrawing Tenant will be liable for any rent outstanding and the Associations reasonable reletting costs up to a maximum of £100. The insurance fee will not be refunded.
- (2) If the Association cancels an agreement prior to commencement for reasons outside of the Tenants control the tenant reservation and insurance fees will be returned in full.

**The Tenant is strongly advised to read and ensure that he or she understands the terms and conditions contained within this agreement before signing.**

Signed on behalf of the Association

**[ENTER STAFF MEMBER AT A2DOMINION]**

Signed on behalf of the Tenant \_\_\_\_\_

**[ENTER TENANTS NAME]**

Date \_\_\_\_/\_\_\_\_/20XX

The Association is subject to any guidance in housing management practice issued by the Homes & Communities Agency with approval of the Secretary of State.