



Aston Property Management – Joint Tenancy agreement

**Residential Property Management & Letting**

This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1988). The no fault provisions in Section 21 of the Housing Act 1988 for the Landlord to repossess the Property apply to this Agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order has been obtained requiring you to leave. For a more detailed explanation you should consult a Housing Advice Centre, Solicitor or Citizens Advice Bureau who will tell you what this means.

**JOINT TENANCY AGREEMENT – WHOLE HOUSE**

*For letting furnished property on an assured shorthold tenancy under Part 1 of the Housing Act 1988.*

**THIS AGREEMENT** is made the

**BETWEEN**

**of 10 Ash Road, Headingley, Leeds, LS6 3JF**

“The Landlord” which includes the person who is for the time being entitled to possession of the Property when the Tenancy ends.

**AND**

**NAMES**

(1)

(“the Responsible Person”)

(2)

(3)

(4)

(5)

(6)

(7)

(8)

(9)

(10)

**ADDRESSES**

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)

“The Tenant” which expression shall where the context so admits include the persons deriving title under the Tenant. Where the Tenant is two or more individuals each shall be jointly and individually responsible for paying the rent and for keeping all of the terms of this Agreement. Each person is therefore individually responsible to the Landlord for payment of the whole of the rent and for performing all of the Tenant’s obligations contained in this Agreement.

**WHEREBY IT IS AGREED** as follows:-

**1. Lettings and Rent**

1.1 The Landlord lets and Tenant takes the premises known as

[Redacted]

Referred to as “the Property” throughout this Agreement and which expression also includes the Landlord’s fixtures, fittings, furniture and effects (if any) at any time in the Property (“the Fixture and Fittings”) for a fixed term of

[Redacted]

From and including

[Redacted]

Referred to throughout this Agreement as the “Commencement Date” ending at 11 a.m. on

[Redacted]

1.2 **The Tenant shall pay to the Landlord rent of:**

£ [Redacted] Per annum/per month

**Payable quarterly in advance by Direct Debit on the following dates:**

[Redacted]

**IMPORTANT PROVISIONS**

- 2. This Tenancy agreement contains particular provisions which are drawn to your attention –
  - 2.1 Provision that if certain requirements are not met before the Commencement Date of the tenancy then the Landlord can refuse access to the Property in the event that the Tenant fails to comply with these requirements and eventually end the Tenancy – see Clause 6.
  - 2.2 Where the rent is inclusive of utilities at the Landlord’s discretion apply a fair usage policy and require additional payment if there is excessive consumption of utilities - see Clause 16.
  - 2.3 The Landlord can adjust direct debits of other tenants if any tenant goes into arrears. This is subject to notification to the tenants that this will take place – see Clause 7.2.
  - 2.4 The first named tenant is the Responsible Person and dealings with the Tenancy can normally only take place with the Responsible Person – see Clause 8..
  - 2.5 At the end of the Tenancy the Deposit can be returned to the Responsible Person or any other tenant who is then responsible for its distribution – see Clause 5.9.
  - 2.6 Only the maximum number of persons specified may live in the property – see Clause 9.34.
  - 2.7 Interest is payable in the event of default of rent – see Clause 9.29
  - 2.8 Requirements for the return of the Property at the end of the tenancy apply – see Clause 10.
  - 2.9 The Landlord has one month to make good any problems at the outset of the tenancy. These problems must be notified within 48 hours – see Clause 9.27.
  - 2.10 Smoking is prohibited – see Clause 9.36.
  - 2.11 Difficulties in paying rent must be notified – see Clause 9.37.
  - 2.12 The rent can be varied upwards or downwards if there is a change in who is billed for the Council Tax for the Property – see Clause 4 and 17.

3. **COUNCIL TAX, UTILITIES AND OTHER CHARGES FOR SERVICES INCLUDED IN THE RENT**

The rent is inclusive of the following utilities/services

--

Unless otherwise stated above, the rent is exclusive of Council Tax, gas, electricity, water, sewage telecommunications, broadband and other services to and from the Property and are payable by the Tenant in addition to the rent. Provisions relating to services and utilities are also contained in Clause 15.

4. **COUNCIL TAX**

- 4.1 Except where included in the rent, the Tenant shall pay any Council Tax payable in respect of the property to the relevant local authority in addition to the rent.
- 4.2 The liability to pay Council Tax applies to the any of the persons named as Tenant even where any of the persons named as Tenant are not billed for Council Tax.
- 4.3 If the liability to pay Council Tax changes so that the Landlord becomes or ceases to be liable for whatever reason the rent will be varied as shown in clause 17.
- 4.4 If the Property is not eligible for Council Tax exemption because any of the persons named as the Tenant does not qualify for this exemption or fails to apply for it then it is that person (or if more than one of them each of them jointly and individually) who is responsible for paying the full amount of the Council Tax.
- 4.5 Where the Council Tax is payable in respect of the Property and other premises a fair and just apportionment should be made to establish the amount payable in respect of the Property.

## 5. **DEPOSIT**

5.1 The Tenant shall pay to the Landlord upon the date of this Agreement a deposit of

£	(“the Deposit”)
---	-----------------

to be paid to the Landlord’s agent (Richard Aston trading as Aston Properties of 10 Ash Road, Headingley, Leeds LS6 3JF (the Agent which includes any successor agent) which the Landlord acknowledges receipt of.

5.2 The Tenant warrants that where the Deposit has been paid/contributed towards by a third party on behalf of the Tenant the Tenant has completed the information at the end of this Agreement giving the details of the third party/parties BUT unless these details are completed no one beside the Tenant has paid/contributed towards the Deposit .

5.3 The Agent is a member of the Tenancy Deposit Scheme.

5.4 If the Property is sold or where the Agent manages the Property if he ceases to manage it the Agent may pay the Deposit to a person who is a member of the Tenancy Deposit Scheme (“TDS”) (operated by the Dispute Service) or to arrange to protect it under one of the other authorised tenancy deposit schemes r.

5.5 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit the whole or such proportion of the Deposit as may be reasonably necessary to:

5.5.1 Pay any rent which remains unpaid;

5.5.2 the reasonable cost of making good any damage to the Property or the Fixtures and Fittings (except for fair wear and tear);

5.5.3 The reasonable cost of replacing any of the Fixtures and Fittings which may be missing from the Property or which may be damaged (reasonable allowance being made for fair wear and tear);

5.5.4 pay any accounts for utilities, Council tax charges or any other taxes or accounts for which the Tenant may be liable, which remain unpaid; The Landlord is authorised to pay any such outstanding accounts

5.5.5 Paying the reasonable costs and other expenses the Tenant is responsible for under the terms of this Agreement.

5.5.6 Reasonable compensation for any other breach of the terms of this Agreement.

5.6 Any interest earned on the Deposit will belong to the Agent.

5.7 Without prejudice the other sub-clauses of this Clause the Deposit shall be returned to the Tenant after the Tenant has vacated the Property, following the expiration or determination of the Tenancy but after deducting all such rent monies, loss expenses and sums referred to in sub-clause 5.5 (if any).

5.8 Where the Tenant has been in receipt of housing benefit if at any time during the Term this has been paid direct to the Landlord by the Local Authority, the Landlord reserves the right to withhold the Deposit until such time as the Landlord is satisfied that no part of such benefits are repayable to the local authority.

5.9 Wherever it is practical the Deposit be returned to the Responsible Person but (a) the Landlord may return the Deposit (or the balance of the Deposit), to any person named as the Tenant and whether the Landlord has returned to the Responsible Person or any other person named as a Tenant the Landlord shall be under no obligation to any of the others named as Tenant in doing so.

5.10 The Landlord reserves the right to withhold the Deposit until the Tenant has paid for all the costs in full in respect of water, gas, electricity, and telephone for the Property and the Council Tax and the Tenant has delivered all final bills receipted as paid together with proof of payment or exemption for Council Tax to the Agent together with the deposit return form supplied by the Agent. This shall not apply to any service or utility which is included in the rent (see Clause 3).

5.11 Where a dispute regarding the Deposit is referred to adjudication any person named as Tenant who is not party to the adjudication consents to the adjudication

5.12 Deposit returns will be considerably delayed if remedial work is required to the Property caused by the acts or omissions of the Tenant.

5.13 The Deposit cannot be used by the Tenant in lieu of rent.

5.14 All rooms within the Property are the joint responsibility of all the tenants to the Tenancy. Any deductions from the Deposit will be on a joint basis.

## 6. **PRE-OCCUPATION REQUIREMENTS**

6.1 Prior to the Tenant taking up occupation of the Property (unless the Landlord or the Agent otherwise agrees in writing), all of the following requirements must first be complied with:

6.1.1 Direct Debit arrangements must have been put in place by each person named as Tenant and they Tenant must have made the necessary notification to Banks or Building Societies.

6.1.2 The Deposit has been paid in full.

6.1.3 Each of the persons named as the Tenant has delivered to the Landlord a duly signed and completed form of guarantee given in respect of each such person by a person reasonably acceptable to the Landlord, if required. This Guarantee must be returned to the Agent within 14 days after the date of this Agreement

6.1.4 Satisfactory evidence of identity has been produced to the Landlord in respect of all the Guarantors, if required.

6.1.5 Upon the date of this Agreement correct bank details must have been provided to the Landlord for all persons named as the Tenant.

6.2 Until all of these requirements have been fully complied with no keys for the Property will be handed over to the Tenant.

6.3 If the Tenant does not comply with any of these requirements prior to the Commencement Date then the Landlord may by notice in writing to the Tenant at any time after the Commencement Date and prior to compliance with all of these requirements terminate this Tenancy but without prejudice to any antecedent obligation on the part of the Tenant.

## **7. DIRECT DEBITS**

7.1 During the tenancy any person named as the Tenant must provide up to date bank details and authorisation for direct debits if the Landlord or the Agent reasonably request during the tenancy.

7.2 If during the tenancy any Tenant goes into arrears then in accordance with the joint and individual liability of persons as the Tenant under this Agreement the amount payable under any direct debit can be increased in relation to any other person named as Tenant by the Landlord or the Agent so as to recoup the amount of any arrears and to ensure that future rent is paid in full but the Landlord must give the Tenant due credit for any overpayment. If payments are resumed by any person named as Tenant who has defaulted in payment then the Landlord must adjust the other direct debits for any other person named as Tenant accordingly

## **8. RESPONSIBLE PERSON**

8.1 The Responsible Person will be: (i) the receiver of any money the Landlord is required to pay to the Tenant (including the repayment of the Deposit) under the terms of this Agreement, but without prejudice to Clause 5.9 (ii) the only person who will communicate with the Agent on behalf of the Tenant (wherever practicable), (iii) the only person who may report repairs or who may make any other requests regarding the Property to the Agent (wherever possible).

8.2 The Responsible Person may be substituted by another person who is named as a Tenant if requested by a majority of tenants in writing

## **9. TENANT'S OBLIGATIONS**

The Tenant agrees:-

9.1 To pay the rent on the days and in the manner specified.

9.2 Not to damage or injure the Property or make any alteration modification or addition to it, including decorating or interfere with the water, gas or electrical system without the Landlord's written consent (such consent not to be unreasonably withheld).

9.3 To preserve the Fixtures and Fittings from being destroyed or damaged and not remove any of them from the Property or store them or anything else in the basement of the Property unless it is a habitable basement.

9.4 Not to fit or change any locks at the Property without the Landlord's consent which will not be unreasonably refused.

9.5 To return the Property at the end of the Tenancy in the same good clean state and condition as it was at the beginning of the Tenancy.

9.6 To make good any damage to the Property and all such items of the Fixtures and Fittings as shall be broken, lost, damaged or destroyed during the Tenancy (reasonable wear and tear excepted).

9.7 To pay the reasonable costs of the Landlord or Agent for any out of office hours call outs due to lost keys or other security device(s). This may include the cost of the landlord or agents own time (which will be charged at £15 per hour including VAT).

9.8 To leave the Fixtures and Fittings at the end of the Tenancy in the rooms or places in which they were at the beginning of the Tenancy.

- 9.9 To make good all damage to the Property including accidental damage caused by the Tenant or the Tenant's guests and damage caused by anybody including intruders due to the forcing open of locked internal doors.
- 9.10 Not to sublet the Property.
- 9.11 Not to assign or part with possession of or charge the Property or any part of it or share occupation of all or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).
- 9.12 To pay the landlord or Agent's administration/other costs relating to any change in this agreement of £50.00 including VAT or if greater the reasonable cost properly incurred evidenced in writing.
- 9.13 Not to carry on in the Property any profession, trade or business or receive paying guests at the Property and to not place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence for the occupation solely of the Tenant.
- 9.14 Not to do or suffer to be done in the Property anything which may, (i) be or become a nuisance or annoyance to the Landlord, the Agent, other neighbouring premises, or other owners or occupants (ii) invalidate any insurance against fire or increase the ordinary premium for such insurance, (iii) be illegal or immoral.
- 9.15 To use the Property in a proper and tenant like manner and to keep the Property and Fixtures and Fittings clean and tidy. This includes keeping the windows clean inside and out.
- 9.16.1 To keep any outside grounds of the Property clear of litter and rubbish arising from any source.
- 9.16.2 To clear all blockages and stoppages to any sink, bath, shower, W.C. or other waste serving the Property if the blockage can reasonably be attributed to Tenant misuse.
- 9.16.3 To make good any damage caused by condensation if such damage can reasonably be attributed to Tenant misuse.
- 9.17 Not to keep any birds or animals at the Property without the Landlord's prior written consent such consent not to be unreasonably withheld. Any such consent may be withdrawn for good reason.
- 9.18 To permit the Landlord or the Agent at all reasonable hours on at least 24 hours notice (except in the case of emergencies) to enter the Property for the purposes of inspection, repairing, replacing, making repairs, altering, cleaning or improving and to permit the Landlord to exhibit a To Let or a For Sale board on the Property without penalty to the Landlord or Agent.
- 9.19 To permit the Property to be viewed at all reasonable times upon previous notice made by any person who is, or who is acting on behalf of a prospective purchaser or tenant of the Property who is authorised by the Landlord or the Agent.
- 9.20 To inform the Agent immediately (or as soon as the Tenant becomes aware) of any repairs needed particularly those where lack of attention will cause further damage to the Property.
- 9.21 To take all reasonable steps necessary for the removal or control of any rodents or general infestation which affect the Property during the Tenancy if such infestation can be reasonably attributed to the Tenant's lack of care and/or the state of cleanliness of the Property.
- 9.22 To replace consumables (e.g. light bulbs, fluorescent strip lights, Hoover belts and bags, cleaning materials, etc).
- 9.23 That no additional upholstered furniture may be brought into the Property without the Landlord's prior written permission not to be unreasonably refused.
- 9.24 Not to use any form of paraffin heater, liquid petroleum gas heater or portable gas heater within the Property.
- 9.25 Not to erect any wireless, satellite dish or television aerial at the Property without the prior written consent of the Landlord or the Agent (such consent not to be unreasonably withheld).
- 9.26 To keep the Property secured against theft or illegal entry and to activate the burglar alarm (if any) whilst the Property is unoccupied.
- 9.27 To allow a period of one month without liability to the Landlord from the date the Tenant collects the keys to the Property for the Landlord or Agent to respond to and rectify any such reasonable requests as may be made by the Tenant to clean, furnish or repair the Property in order to move in. Such requests must be made to the Agent within a reasonable time which the Tenant acknowledges is within 48 hours of the keys being collected otherwise the Tenant will be deemed to have received the Property in an acceptable condition.
- 9.28 To pay all reasonable expenses (including Solicitors' and Surveyors' fees) which the Landlord incurs in preparing or serving any notice relating to this Agreement or the Tenancy including a notice under Section 146 of the Law of Property Act 1925 (even if forfeiture is avoided without a Court order) or in preparing and serving a Schedule of dilapidations recording failure to give up possession of the Property in the appropriate state of repair when this Agreement ends or in recovery of arrears of rent or in enforcing or attempting to enforce any obligations on the part of the Tenant.
- 9.29 In the event of any instalment of rent remaining in arrears at the end of the period of 14 days from the day on which it became payable under this Agreement then the same shall carry interest of 3% above the Bank of England base rate. The interest is payable from the date on which the rent fell due until the date it is paid.

9.30 Not to store or bring on the Property within reason any article of a specifically combustible inflammable or dangerous nature.

9.31 As soon as reasonably possible to forward to the Landlord any post addressed to the Landlord.

9.32 To replace any glass or windows in the Property which may be cracked or broken that can reasonably be attributed to Tenant's misuse.

9.34 To carry out regular tests on the burglar alarm and fire alarm systems (if any) and to replace as necessary the batteries to any similar attachments in the Property.

9.35 That the maximum number of occupiers is

and that the Tenant will not allow this number to be exceeded.

9.36 Not to do anything which is in breach of any HMO licence affecting the Property.

9.37 Not to do anything which may create a fire or safety hazard at the Property, including not smoking. This includes not overloading electric sockets.

9.38 Without prejudice to the obligations of the Tenant in this Agreement if the Tenant is unable to make the rental payment and is aware of this in advance then notice to the Agent in writing must be given at least three working days prior to the 1<sup>st</sup> of the month on which payment is due. Payment will then be postponed and taken on the 15<sup>th</sup> of that month instead. Such notification to delay payment cannot be made at any other time. A receipt must then be obtained as proof that the Agent has received this.

## 10. RETURN OF PROPERTY AT THE END OF THE TENANCY

10.1 On returning the Property to the Landlord, the following requirements are to be met in full by the Tenant:-

(i) All rents for the Property are paid in full.

(ii) All keys to the Property are returned directly to the Agent on or before 11:00 am on the last day of the Tenancy and not handed directly to the new occupants. In the event of a full set of keys not being returned in the manner specified the Tenant will pay the Landlord or Agent for replacement locks, keys and fitting costs.

(iii) The Property is thoroughly cleaned throughout. All carpets are vacuumed or brushed; lino areas mopped or scrubbed; walls, doors and skirting boards are washed down with mild detergent; all kitchen cupboards and work surfaces are cleaned underneath, the hob and oven and extractor fan must be thoroughly cleaned; bath, shower and sink units are to be left descaled and clean. Toilets are to be left cleaned and bleached.

(iv) All personal effects are removed from the Property and all rubbish including foodstuffs, bottles, newspapers, magazines and unwanted clothing is to be bagged and removed from the Property. Bin areas are to be left in a clean and tidy state. Any rubbish left in a manner unacceptable for collection by the local authority will be removed by the Landlord and the reasonable cost of removal paid by the Tenant, this may include trade refuse charges.

(v) The Tenant's rental equipment such as Televisions, videos, washing machines are returned to their owners.

(vi) There is no damage to the Property or the Fixtures and Fittings (other than fair wear and tear).

## 11. EARLY TERMINATION

If at any time:

11.1 The rent or any part of the rent shall remain unpaid for 14/21 days after becoming payable (whether formally or legally demanded or not) or

11.2 If any agreement or obligation on the Tenant's part shall not be performed or observed or

11.3 If any of the circumstances specified in grounds 8, 10, 11 or 12 in schedule 2 to the Housing Act 1988 occur (rent arrears breach of the tenant or nuisance etc), then the Landlord may re-enter upon the Property and thereupon the Tenancy shall be determined but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant's agreements and obligations.

IMPORTANT: This right of re-entry must not be exercised by the Landlord without a Court Order whilst anyone is residing in the Property or whilst the tenancy is an assured tenancy.

## 12. LANDLORD'S AGREEMENTS

**THE** Landlord agrees with the Tenant:-

12.1 The Tenant paying the rent and performing the obligations on the part of the Tenant may quietly possess and

enjoy the Property during the Tenancy without any unlawful interruption from the Landlord.

12.2 To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by accidental fire, the amount in case of dispute to be settled by arbitration.

### 13. **AGREEMENT**

**It is agreed as follows:-**

13.1 THIS Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the Tenancy with the following exclusions:

13.2 If central heating is provided, other gas fires and electric heaters in the Property will be disconnected.

13.3 Where there is a Washing Machine, Tumble Dryer, Television, Video Recorder, or other similar domestic appliance in the Property at the start of the Tenancy the Landlord reserves the right to maintain such appliances but only at their discretion (all appliances will be tested for safety prior to the start of the Agreement).

13.4 Any agreement or obligation on the part of the Tenant (however expressed) not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow others to do the same.

13.5 The Landlord shall be entitled to have and retain keys for the Property. These will only be used to gain access if there is an emergency, the Property is unoccupied or notice has been given by the Landlord or the Agent that access is required under any provision of this Agreement or by agreement with the Tenant (e.g. to carry out repairs or a viewing)

13.6 References to "the Property" include reference to any part or parts of the Property and the curtilage of the same and references to the Fixtures and Fittings include reference to any of them or any substituted item.

13.7 References to "the Tenancy" include any extension or continuation thereof or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in Clause 1.

13.8 The only way for a tenant to leave the Tenancy before the agreed end date is if a person is reasonably suitable to the Landlord is found to replace the existing tenant and they enter into this Agreement and pay to the Agent the reasonable administration/other costs relating to the replacement amounting to £50.00 including VAT or if greater the reasonable costs evidenced in writing

13.9 The Landlord is under no responsibility for any loss or damage to the Tenant's belongings or property at the Property, including food in fridges and freezers.

13.10 That the Landlord will not be obliged to make any material improvements to the Property subsequent to the signing of this Agreement that have not been agreed in writing prior to the signing of this Agreement.

13.11 The keys to the Property may not be available before 1:00pm on the first day of the Tenancy.

13.12 Furniture, equipment or effects in the Property at the time of the viewing will be removed by the existing tenant at the end of their tenancy and the Landlord has no responsibility to replace any furniture, equipment or effects that may have been removed lawfully by the existing tenant.

13.13 Where the Tenant consists of more than one person the obligations on the part of those persons shall be joint and individual. Each person named as tenant shall be liable to pay the full amount of the rent and each tenant shall be individually responsible for all compliance with all the other terms of this Agreement which are applicable to the Tenant.

13.14 Anything which can be done by the Landlord under this Agreement can be done by the Agent acting on behalf of the Landlord.

### 14. **SERVICE OF NOTICES**

The provisions of Section 196 of the Law of Property Act (which sets out how notices can be served) shall apply to any notice authorised or required to be served under this Agreement or under any statutory enactment.

### 15. **UTILITIES – ADDITIONAL PROVISIONS**

The Tenant agrees with the Landlord as follows -

15.1 Except for any service or utility which is included in the rent to pay all costs in connection with the supply and removal of gas, electricity, water, sewage, telecommunications, broadband., data, television licence fee and other services and utilities to and from the Property.

15.2 To comply with all requirements of the relevant suppliers relating to the use of services and utilities.

15.3 If any of the costs which are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs except for any service or utility which is included in the rent, if any..

15.4 To notify each utility company or service provider of the change of tenant at the commencement and the end of the Tenancy and to provide evidence that this has been done if reasonably requested by the Landlord or Agent except for any service or utility which is included in the rent.

15.5 In all cases to take final meter readings (not estimated) of the gas, electric and water (where applicable) on the last day of the Term and to notify each utility company where the rent is exclusive of utility and in any event to notify the Agent (if requested) of the final readings.

15.6 To pay for any disconnection charges in the event of any such services referred to in Clause 15.1 being disconnected as a result of the Tenant's default and to pay for the reconnection of those services and to pay any charges to transfer such facilities back to the Landlord at the expiry or sooner determination of the Tenancy.

15.7 Where the Tenant is responsible for payment for gas or electricity the Tenant must not alter the gas or electricity supplier without notifying the Landlord of the name, address and account number of the new supplier.

15.8 Where the rent is inclusive of any service or utility the Tenant must not request the supply to be put in the name of the Tenant (or any of them) or change the supplier.

## 16. **FAIR USAGE**

(Applicable only to utilities which are included in the rent)

16.1 If gas and electricity are included within the rent then the following Fair and Acceptable Usage policy will apply to the Tenant. This is to ensure that the Tenant's energy usage is not excessive and it is unlikely to apply so long as the Tenant stays within reasonable and agreed allowances. The allowances are generous and it is unlikely the Tenant will exceed them if everyone who is the Tenant is sensible with energy consumption.

16.2 The maximum energy usage allowed per annum is shown below. If the tenancy is for less than a year then these figures will apply on a pro-rata basis. If the Tenant exceeds these limits, either the Landlord or the Agent reserves the right to apply a supplementary charge to cover the amount by which the Tenant has exceeded the applicable allowance. The charge made will be according to the applicable tariff for the usage which exceeds the allowance which applies.

16.3 The amount charged for water where this is included in the rent is an estimate based on the information that the Landlord has about the property

16.4 If the water usage by the Tenant exceeds the amount that the Landlord has estimated the Landlord reserves the right to apply a supplemental charge to cover the amount by which the Tenant has exceeded the estimate.

### **Fair Usage Policy (gas and electricity)**

<b>Beds</b>	<b>Electric Allowance (KWH) per annum per property</b>	<b>Gas allowance (KWH) per annum per property</b>
2	3500	15000
3	4550	19500
4	5600	24000
5	7000	30000
6	8400	36000
7	9800	42000
8	11200	48000
9	12600	54000
10	14000	60000
11	15400	66000

## 17. **COUNCIL TAX – VARIATION OF RENT**

17.1 Any change in the amount of rent under this Clause shall be payable from the day after the change of

circumstances relating to Council Tax takes effect.

17.2 The circumstances where a variation shall occur are as follows:-

17.2.1 Where the Tenant (or a third party) was previously liable to pay the Council Tax for the Property (or would have been but for the Property being exempt from Council Tax) but the Landlord becomes liable then the amount of the rent for the Property shall be increased by a sum equivalent to the amount of Council Tax payable for the Property by the Landlord as a result following the change taking effect.

17.2.2 Where the Landlord was previously liable to pay the Council Tax for the Property but the Tenant (or a third party) becomes liable (including a case where the Landlord became liable following the removal of an exemption but the Property subsequently again becomes exempt) the rent shall be reduced by a sum equivalent to the amount of the Council Tax for the Property which the Landlord was paying immediately before the change took effect.

17.2.3 Where the Landlord is liable to pay the Council Tax if the amount of Council Tax payable for the Property is increased or reduced for any reason then the amount of the rent shall be increased or reduced by a sum equivalent to the increase or the reduction (as the case may be) including an increase or reduction in the amount of Council Tax for a change in banding or the application or removal of a discount or disregard or change in the amount of any discount.

17.2.4 Where the rent has been fixed exclusive of Council Tax on the assumption that the Property is exempt but the exemption ceases to apply for any reason and as a result the Landlord becomes liable to pay the Council Tax the rent shall be increased by a sum equivalent to the Council Tax payable by the Landlord for the Property as a result.

17.3 This Clause shall be applied in accordance with any determinations made by the local authority (or the First Tier Tribunal) and the Landlord shall notify the Tenant of the revised rent payable as soon as is practicable after any change in circumstances and any underpayment or overpayment in consequence shall be payable no later than 14 days after the date of such notification. Refunds of overpayments can be credited against rent payable at the option of the Landlord.

17.4 The Tenant shall be entitled to request copies of any related notifications or correspondence with the local authority or First Tier Tribunal.

17.5 If the Property is part only of a dwelling then if there is a change of circumstances in respect of the dwelling this Clause shall apply proportionately to increase or reduce the rent.

17.6 The provisions of this Clause shall be applied retrospectively if need be in the event of any change in liability, application or removal of an exemption, or change in the amount of Council Tax payable and time shall not be of the essence.

17.7 When calculating the amount of any variation in the rent under this Clause both the rent and Council Tax shall be annualised before being converted in to a daily rate.

17.7.1 The daily rate of the Council Tax shall then be added or subtracted from the daily rent as required.

17.7.2 The resulting amount shall be multiplied by the number of days in the rental period in which the change in circumstances applies.

In this Clause “dwelling” means a building or part of a building to which a band is assigned for Council Tax purposes under the Local Government and Finance 1992 and “rental period” is the period of time in respect of which the rent is payable under this Agreement

18. **LANDLORD'S ADDRESS FOR SERVICE**

The Landlord notifies the Tenant pursuant to Section 48 of the Landlord and Tenant Act 1987 that the address which notices (including proceedings) may be served upon the Landlord is Aston Properties, 10 Ash Road, Headingley, Leeds LS6 3JF also at such other address for service for the Landlord as has been notified in writing to the Tenant.

**AS WITNESS** the hands of the parties or their duly authorised agents the day and year first before written

Signed: \_\_\_\_\_ (1) (Tenant)

Signed: \_\_\_\_\_ (2) (Tenant)

Signed: \_\_\_\_\_ (3) (Tenant)

Signed: \_\_\_\_\_ (4) (Tenant)

Signed: \_\_\_\_\_ (5) (Tenant)

Signed: \_\_\_\_\_ (6) (Tenant)

Signed: \_\_\_\_\_ (7) (Tenant)

Signed: \_\_\_\_\_ (8) (Tenant)

Signed: \_\_\_\_\_ (9) (Tenant)

Signed: \_\_\_\_\_ (10) (Tenant)

Dated: \_\_\_\_\_

**Consent for disclosure of information**

1. The Tenant consents to the disclosure of information concerning any of us to the Landlord by any utility supplier local authority or educational institution which is relevant to the tenancy or the Property.
2. The Tenant consents to the disclosure of information concerning any of us by the landlord to any prospective landlord, credit rating agency, tenants reference agency, utility service, local authority, or educational institution which relates to the tenancy or the Property.

Signed: \_\_\_\_\_ (1) (Tenant)

Signed: \_\_\_\_\_ (2) (Tenant)

Signed: \_\_\_\_\_ (3) (Tenant)

Signed: \_\_\_\_\_ (4) (Tenant)

Signed: \_\_\_\_\_ (5) (Tenant)

Signed: \_\_\_\_\_ (6) (Tenant)

Signed: \_\_\_\_\_ (7) (Tenant)

Signed: \_\_\_\_\_ (8) (Tenant)

Signed: \_\_\_\_\_ (9) (Tenant)

Signed: \_\_\_\_\_ (10) (Tenant)

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_ (Landlord/Agent)

Dated: \_\_\_\_\_

The Deposit has been paid/contributed by a third party on behalf of the Tenant who's details are as follows (if more than one attach the same details):

**IMPORTANT if no one is named as a third party who has paid/contributed towards the Deposit then the Tenant confirms/warrants that only the persons named as Tenant have paid/contributed towards the Deposit.**

Third Party's Name:

Address:

Telephone Number:

Email:

Amount paid:

If more than one third party has paid/contributed towards the deposit please give the same information for each of them.

Important note: Unless you agree to this information being provided we regret that it will not be possible for us to let the property to you on an inclusive rent. Instead, it would be rented to you on the basis that in addition to the rent you are responsible for separately paying for the utilities supplied to the property.

1. Disclosure of Your Information

1.1. We may share your personal data (as defined by the Data Protection Act 2018) with UniHomes and Bills Limited (“UniHomes”), in order to allow UniHomes to provide you with offers related to the supply of utilities to your property. The personal data that we may share includes:

1.1.1. Your full name;

1.1.2. Your mobile phone number; and

1.1.3. Your e-mail address.

1.2. We may share your personal data pursuant to our own legitimate interests. These include:

1.2.1. The ability to assure continuity of supply of essential utilities to the property, so that gas, electricity and other essential services are available to you when you move in; and

1.2.2. To avoid mistakenly charging previous tenants for services provided to you before the switch over occurs.

1.3. Where this Agreement is signed on behalf of multiple tenants, we shall share the personal data of the lead tenant only.

1.4. If you do not wish your personal data to be shared with UniHomes, please inform us of this in writing as soon as possible.

Signed: \_\_\_\_\_ (1) (Tenant)

Signed: \_\_\_\_\_ (2) (Tenant)

Signed: \_\_\_\_\_ (3) (Tenant)

Signed: \_\_\_\_\_ (4) (Tenant)

Signed: \_\_\_\_\_ (5) (Tenant)

Signed: \_\_\_\_\_ (6) (Tenant)

Signed: \_\_\_\_\_ (7) (Tenant)

Signed: \_\_\_\_\_ (8) (Tenant)

Signed: \_\_\_\_\_ (9) (Tenant)

Signed: \_\_\_\_\_ (10) (Tenant)

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

(Landlord/Agent)

Dated: \_\_\_\_\_