

# HMO Common Law Tenancy Agreement

## Between:

1. The Landlord:

**Student Heaven Properties Ltd**

whose trading address is:

37c Ceylon Place Eastbourne E. Sussex BN21 3JE

and

2. The Tenant:

**[J Smith]**

**[J Brown]**

**[ J Jones ]**

## The Property:

For letting furnished premises at the dwelling house known as:

**[1 Acacia Ave Eastbourne E Sussex]**

Together with the fixtures and fittings at the property including the furniture, carpets, curtains and other effects the existence and condition of which are as recorded by video camera on commencement of the Tenancy

## The Term:

A fixed term of [.....] months] commencing on and including [ start date] until and including [end date]

**Rent:** [£.....] per calendar month

## Payable:

in advance by equal monthly payments on the [ ....] day of each month

**First Payment** to be made on [.....]

### **Interpretation:**

In this agreement unless the context otherwise requires the following expressions shall have the following **meanings**:

**'The Landlord'** includes the persons for the time being entitled to the rent and any other considerations specified within this agreement.

**'The Tenant'** shall mean the group of tenants as listed above each of whom shall be jointly and severally liable for the obligations contained within this Tenancy Agreement.

**'The Lead Tenant'** shall mean that person nominated by the group of tenants as being the person in whose name all utility bills shall be registered and to whom deposit monies shall be returned at the termination of the Agreement.

**'The Property'** includes any part of the Property or the Fixtures, Furniture and Effects (unless the context dictates otherwise)

The Landlord agrees to let and the Tenant agrees to take the Property and contents of the Property for the term and at the rent payable as above and:

### **The Tenant Agrees with the Landlord:**

1. **To pay the rent** as set out above
2. **To pay any council tax** which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act and to pay to the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those Regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property.
3. **To pay for all gas, electricity, water and sewerage services** supplied to the Property during the tenancy and to pay all charges for the use of any telephone at the Property during the tenancy and for any re-connection fee relating to the supply of water, gas, electricity telephone and internet if the same is disconnected. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption. The tenant agrees to inform the Landlord prior to changing supplier for any of the utility services eg gas, electricity, water etc.
4. **To keep the interior of the Property**, the internal decorations and the fixtures, furniture and effects **in good and clean repair and condition** (reasonable wear and tear excepted) including keeping the Property well and sufficiently aired and warmed during the tenancy.

5. **Not to leave the property vacant** for more than 14 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the property unattended and to ensure that the central heating shall remain switched on in the event that the property is likely to remain unattended during a period of time when the outside temperature is or is forecast to fall below zero degrees Celsius and otherwise to take all reasonable precautions to prevent damage by frost.
- 6 **To yield up** the Property and Contents at the expiration of the Tenancy in the same clean state or condition as they shall be in at the commencement of the Tenancy, fair wear and tear excepted and pay for the repair or replacement of those items damaged, destroyed or lost during the Tenancy which were the Tenant's responsibility. Any personal belongings left in the Property beyond the termination of the Tenancy shall be deemed to have been abandoned and shall be disposed of accordingly.
- 7 Not to remove any of the Landlord's contents from the Property and to leave the **contents** of the Property in approximately the same places in which they were positioned at the commencement of the Tenancy
- 8 That the Landlord or any person authorised by the Landlord may at reasonable times of the day and on giving 24 hours notice (unless in the case of an emergency or otherwise as requested and or authorised by the Tenant) **enter and view the Property** for purposes of:
  - conducting periodic maintenance checks designed to ensure the Landlord's compliance with various environmental health regulations such as ensuring that fire and emergency lighting systems are operating properly
  - viewing and inspecting the condition and state of repair of the Property or for the purpose of repair, maintenance or redecoration
  - viewing the Property with prospective tenants
- 9 **Not to assign sublet or part with possession** of the Property or permit any other person to live at the Property without the written consent of the Landlord and not to allow the Property to be occupied by more than the maximum number of permitted persons.
- 10 **Not to receive paying guests** or carry on or permit to be carried on any business trade or profession at or from the Property.
- 11 Not to do or permit or suffer to be done in or on the Property any act or thing which may be a **nuisance** damage or annoyance to the occupiers of the neighbouring premises.
- 12 **Not to keep any animals** or birds or other living creature on the property without the Landlord's written consent such consent if granted to be revocable at any time on reasonable grounds by the landlord.

- 13 **To keep the gardens** including all driveways, pathways, lawns, hedges, and rockeries neat tidy and properly tended throughout the Tenancy and not remove any trees or plants.
- 14 To replace **all broken glass** in doors and windows howsoever damaged during the Tenancy.
- 15 Not to alter or change or install any **locks** on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord and to **return the keys** of the Property to the Landlord at the end of the Tenancy and to pay for any reasonable charges incurred in replacing keys or securing the property against re-entry where keys are not returned.
- 16 Not to use the Property for any **illegal or immoral** purposes.
- 17 To send to the Landlord any and all **correspondence** or notices addressed to the Landlord within 7 days.
- 18 To pay and fully **compensate the landlord** for any reasonable costs expenses loss or damage incurred or suffered by the landlord as a consequence of any breach of the terms on the part of the Tenant in this Agreement and to indemnify the Landlord from and against all actions claims and liabilities in that respect.
- 19 To promptly **notify the Landlord of any disrepair** or damage or defect in the Property or of any event which causes damage to the Property.
- 20 **Not to place leave or cause to be left anything in the entrance landing passage stairway** or other common part of the building.
- 21 To keep the **drains** free from obstruction and to this end not to permit any food waste to be disposed of via the kitchen sink, bathroom sink, toilets or bedroom basins.
- 22 Keep the exterior of the Property free from **rubbish** and place all refuse in the allocated refuse bins.
- 23 Not to bring into the Property any furniture, furnishings or other personal effects that do not meet the required **safety standards**, nor any electrical equipment which does not comply with current UK electrical regulations.
- 24 Not to erect any external aerials or **satellite dishes** without the prior consent of the landlord which consent will not be unreasonably withheld.

## The Landlord agrees with the Tenant:

1. Provided the Tenant shall pay the rent and complies with the terms and conditions as detailed herein, the Landlord shall permit the Tenant to have **quiet enjoyment** of the Property without interruption by the Landlord.
- 2 To carry out any clearance work required in order to keep the **drains gutters** and downpipes in good repair but not minor tasks which a reasonable Tenant would ordinarily be expected to undertake.
- 3 To promptly and efficiently carry out any **repairs** which are the Landlord's responsibility.
- 4 to ensure that all furniture and equipment provided by the Landlord complies with relevant **safety regulations**.
- 5 subject to paragraph below, the Landlord will **return deposit monies** to the Lead Tenant within 21 days of the end of the Tenancy.
- 6 Monies shall properly be deducted from the deposit in respect of:
  - Any rent or other money due** or payable by the Tenant under the Tenancy Agreement
  - Costs incurred in **replacing, repairing, decorating or cleaning** the Property or the contents fixtures and fittings so that they are to the same standard and condition as at the commencement of the Tenancy.
  - Any and all reasonable costs and expenses incurred by the Landlord in relation to the **enforcement** of any of the provisions of this Agreement.
  - The cost of any **Bank or other charges** incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
  - Compensation for breach of any terms of this Agreement.
  - Any **administration charges** associated with the above.

**Notices**

The Landlord gives notice to the Tenant that in accordance with Section 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.

Any Notice served upon the Tenant by the Landlord in accordance with this Tenancy Agreement or any statute or regulation may be served properly addressed to the Tenant either at the Property or by sending same by either registered post, or prepaid 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.

**Signed as an Agreement dated .....**

**By Landlord**

For and on behalf of Student Heaven Properties Ltd

- The Tenant** 1 .....(Lead Tenant)  
2.....  
3.....  
4.....  
5.....  
6.....

