







Fax Number(s): .....

Contact address to be used by The Landlord at the end of the tenancy:

.....  
.....  
.....

(5) Name: .....

Address including postcode:

.....  
.....  
.....

Telephone number(s): .....

Email address(es): .....

Fax Number(s): .....

Contact address to be used by The Landlord at the end of the tenancy:

.....  
.....  
.....

Note: please see Note 3 below regarding the tenant's or lead tenant's responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

(e) Name of Third Party making the payment:

Address including postcode:

.....  
.....  
.....

Telephone number(s):

.....

Email address(es):

.....

Fax Number(s):

.....

**Initials:** \_\_\_\_\_ **(Landlord)**

\_\_\_\_\_ **(Tenant)**





THIS AGREEMENT IS MADE on the  
.....Day of.....20.....

The Particulars

THIS AGREEMENT IS MADE BETWEEN

A.

Of **C/o Brink Riley Properties Limited  
Suite 1 (GF) 8 Freebournes Court  
Witham  
Essex  
CM8 2BL**

**("the Landlord")**

AND

B.

Of

**("the Tenant")**

AND IS MADE IN RELATION TO PREMISES AT:

**Room (insert room number)**

**("the Room")**

With a licence to use the Common Parts and their facilities of

**("the Property" and "the Premises")**

The Main Terms of the Tenancy

**1. Term of Tenancy.**

The Landlord lets to the Tenant the Room for a period of **52 weeks**. The Tenancy shall start on and include the **1st July 2019** and shall end on and include the **30 June 2020**.

**2. The Rent.**

The Rent is due weekly at **£ per week**. The Landlord has agreed that the Tenant shall pay to the Landlord for the period of **8 weeks** from **1<sup>st</sup> July 2019 to 26<sup>th</sup> August 2019** a discounted Rent of 50% of the weekly Rent for non-occupation of the Room and for a period of **44 weeks** from **27<sup>th</sup> August 2019 to 30<sup>th</sup> June 2020** the full weekly Rent amount, whether the Room is occupied or not.

The Weekly Rent being £

The full Term Rent being £

2.1 The Landlord has agreed the Tenant the allowance for the payment of Rent by way of instalments, this is made on the express condition that each payment is made in full on or before the relevant due date. If any payment is missed or if any payment is not made in full then the Landlord reserves the right to demand full payment of the total outstanding amount for all three instalments immediately without further notice needing to be sent and

**Initials:** \_\_\_\_\_ (**Landlord**)

\_\_\_\_\_ (**Tenant**)

if the payment of the full amount is not received the Landlord would have the ability to terminate this agreement as outlined in clause

**INSTALMENT PLAN OPTION**

**OPTION 1: In four instalments by Direct Debit. GUARANTOR must be provided.**

- Payment 1: **8 weeks** payable in advance, on or before **1<sup>st</sup> July 2019 (discounted by 50%)**, for the Period **1<sup>st</sup> July 2019 to 26<sup>th</sup> August 2019** for the amount of £
- Payment 2: **18 weeks** payable in advance, on or before **5th October 2019**, for the Period **27<sup>th</sup> August 2019 to 30<sup>th</sup> December 2019** for the amount of £
- Payment 3: **18 weeks** payable in advance, on or before **11<sup>th</sup> January 2020**, for the Period **31<sup>st</sup> December 2019 to 5<sup>th</sup> May 2020** for the amount of £
- Payment 4: **8 weeks** payable in advance, on or before **25<sup>th</sup> May 2020**, for the Period **6<sup>th</sup> May 2020 to 30<sup>th</sup> June 2020** for the amount of £

***There is a one off Direct Debit set up fee charge of £30.00 inclusive of VAT and a £25.00 inclusive of VAT administration fee, these will be added to your first payment***

I/We, confirm I/we choose to use  
**Payment Plan Option 1** as detailed above.

Signed..... Print.....

**OPTION 2: In 10 equal payments by Direct Debit. GUARANTOR must be provided.**

The first payment of £ shall be paid in advance, on or before the 1<sup>st</sup> July 2019, thereafter Payments, shall be made on the 1<sup>st</sup> day of each month from 1<sup>st</sup> September 2019 to 1<sup>st</sup> May 2020.

***There is a one off Direct Debit set up fee charge of £30.00 inclusive of VAT and a £25.00 inclusive of VAT administration fee, these will be added to your first payment***

I/We, confirm I/we choose to use  
**Payment Plan Option 2** as detailed above.

Signed..... Print.....

**OPTION 3: In 3 equal instalments by Direct Debit. (To be used by application without a UK based Guarantor.)**

- Payment 1: The Tenant shall pay to the Agents £ (“the Rent”) paying in advance on or before **1<sup>st</sup> July 2019**.
- Payment 2: The Tenant shall pay to the Agents £ (“the Rent”) paying in advance on or before **28<sup>th</sup> September 2019**.
- Payment 3: The Tenant shall pay to the Agents £ (“the Rent”) paying in advance on or before **11<sup>th</sup> January 2020**.

***There is a one off Direct Debit set up fee charge of £30.00 inclusive of VAT and a £25.00 inclusive of VAT administration fee, these will be added to your first payment***

I/We, confirm I/we choose to use  
**Payment Plan Option 3** as detailed above.

Signed..... Print.....

**Initials:** \_\_\_\_\_ (Landlord) \_\_\_\_\_ (Tenant)







**Ground 13:** the condition of the Property or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Property;

**Ground 14:** the Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

**Ground 14ZA:** The Tenant or an adult residing in the Premises has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

**Ground 15:** the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Property;

**Ground 17:** the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

8. The Landlord and the Tenant agree to the rental of the Premises for the Term and at the Rent payable as set out above and upon the following terms:
- A. The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement.
  - B. The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement.
  - C. The Landlord and the Tenant agree and confirm the declarations, provisions and notices as set out in Schedule 3 to this Agreement.
  - D. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement.
  - E. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 5 to this Agreement.

**Initials:** \_\_\_\_\_ (Landlord)

\_\_\_\_\_ (Tenant)



3.2. To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the period of time that this Agreement was in force:

- 1 Council Tax
- 2 Gas (if applicable)
- 3 Electricity
- 4 Television Licence
- 5 Telephone line
- 6 Water and Sewerage - **for the avoidance of doubt the cost of reasonable water usage is included in the Rent with an allowance of up to £35.00 per calendar month, anything above this will become the Tenants liability.**

3.3. To pay to the Landlord, or the Agent, all reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:

- recovering or attempting to recover any Rent or other monies in arrears;
- the enforcement of any reasonable obligation of the Tenant under this Agreement;
- the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;
- any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Room early, the tenant will remain liable for the Rent until a new tenant moves in. It is the responsibility of the Tenant to find a suitable replacement Tenant; where a replacement Tenant is put in place there will be a **£30.00** inclusive of VAT charge.

3.4. To pay any reasonable charges or other costs incurred by the Landlord or the Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.

3.5. To pay the television license regardless of the ownership of the television set.

3.6. To pay **£25.00** inclusive of VAT per tenant towards the preparation of this Agreement and the cost of the credit check.

3.7. To pay **£30.00** inclusive of VAT for the set up of a Direct Debit arrangement.

3.8. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors.

3.9. To pay any reasonable amount incurred by the Landlord when the Landlord is reasonably entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant; within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.

#### 4. The Condition of the Room, Property and Premises: Repair, Maintenance and Cleaning

4.1. To take reasonable steps to keep the interior of the Room and Premises and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:

- fair wear and tear;
- any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
- repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);
- damage covered by the Landlord's insurance policy.

4.2. To inform the Landlord, or the Agent, immediately when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Room or the Premises.

4.3. To ensure all maintenance issues and emergencies are reported online at <https://brink-riley-properties.fixflo.com/Auth/HomeIssueCreate>

4.4. To keep the Room and the Premises and Fixtures and Fittings in a clean and tidy condition.

Initials: \_\_\_\_\_ (Landlord) \_\_\_\_\_ (Tenant)















Ground 8: that both at the date of service of notice of the landlord's intention to commence proceedings for possession and at the time of the court hearing there is (a) at least eight weeks' rent unpaid where rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly or (d) at least three months' rent more than three months in arrears if rent is payable yearly.

Ground 10: that there is some rent outstanding both at the date of service of notice of the landlord's intention to commence proceedings and on the date on which proceedings are begun.

Ground 11: that the tenant has persistently delayed paying rent.

Ground 12: that any obligation of the tenancy has been broken or not performed.

Ground 13: that the condition of the property or the common parts has deteriorated because of the behaviour of the tenant or any other person living there.

Ground 14: that the tenant or someone living at or visiting the property (a) has been guilty of conduct which is or is likely to cause a nuisance or annoyance to neighbours or (b) has been convicted of using the property or allowing it to be used for immoral or illegal purposes or has committed an arrestable offence in, or in the locality of, the property.

Ground 15: that the condition of any furniture has deteriorated because it has been ill-treated by the tenant or someone living at the property.

Ground 17: that the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.)

**Initials:** \_\_\_\_\_ **(Landlord)**

\_\_\_\_\_ **(Tenant)**



- 7.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 7.3. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
- 7.4. To pay all charges imposed by any Superior Landlord for granting this Tenancy.

**8. Other Taxes**

- 8.1. To pay, cover and compensate the Tenant for all tax assessments and outgoings including ground rent and service charges if applicable for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

**9. Inventory and Check Out**

- 9.1. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
- 9.2. To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy.

**10. Possessions and Refuse**

- 10.1. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

**Initials:** \_\_\_\_\_ (**Landlord**)

\_\_\_\_\_ (**Tenant**)







- any sum repayable by the Landlord to the local authority where housing benefit or Local Housing Allowance has been paid direct to the Landlord, by the local authority;
  - any other breach by the Tenant of the obligations of this Agreement; including unpaid Rent.
  - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
  - any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;
  - any unpaid council tax;
  - any unpaid telephone charges.
- 1.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that DPS holds the Deposit or any part of it.

**Initials:** \_\_\_\_\_ (Landlord)

\_\_\_\_\_ (Tenant)



**1. Smoking**

Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlord's or the Agent's prior consent.

**Initials:** \_\_\_\_\_ (Landlord)

\_\_\_\_\_ (Tenant)

Signatures to the Agreement

**\*DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT\***

**SIGNED**

By, or for and on behalf of, the  
**LANDLORD**

**SIGNED**

**HOME  
ADDRESS:**

**STUDENT  
NUMBER:**

**TELEPHONE &  
EMAIL  
ADDRESS:**

**NATIONALITY**

**Initials:** \_\_\_\_\_ **(Landlord)**

\_\_\_\_\_ **(Tenant)**