

Liberty Living Students (Birmingham HC) Limited,
Persnore Road, Edgbaston, Birmingham B5 7QF
Assured Shorthold Tenancy Agreement

Date:	
Parties:	The Landlord's Agent: Liberty Living plc, 30 St Mary Axe, London EC3A 8BF acting on behalf of the Landlord: Liberty Living Students (Birmingham HC) Limited.
Address:	c/o Liberty Living (Hunter Court), Persnore Road, Edgbaston, Birmingham B5 7QF. Tel: 0121 633 3316

The Tenant		The Guarantor	
		(A UK resident guarantor is required from all UK Tenants and any other Tenants wishing to pay by 3 instalments.)	
Surname		Surname	
Forename		Forename	
Middle Name(s)		Middle Name(s)	
Address		Address	
Town		Town	
County		County	
Country		Country	
Postcode		Postcode	
Telephone		Telephone	
Mobile		Mobile	
Email		Email	
		Relationship to tenant	

Please do not complete - for office use only

The Room	The room known as		being part of the Flat known as:
The Flat	Flat		being part of The Building:
The Building	Liberty Living (Hunter Court), Pershore Road, Edgbaston, Birmingham B5 7QF.		

Together with the Fixtures Furniture and Effects or any replacements and more particularly specified in the inventory to be signed by the parties when the Tenant takes possession ("the Landlord's Contents").

Term & Contract Value					
A term certain of		Starting		Ending	
Contract Value £*		Booking Fee / Deposit:		£200.00	

Instalment Options					
Single Payment in Advance £			(Inc. 2% discount)	Date due 27th September 2010	
Or, Instalment Payment option (Only available to Tenants with a valid UK based guarantor):-					
Payment 1 £		Payment 2 £		Payment 3 £	
Date due 27th September 2010		Date due 14th January 2011		Date due 8th April 2011	

Recitals

1. The Landlord is committed to abide by the rules of the National Code of Standards for Larger Developments ("the Code").
2. The Tenant has been provided with a Liberty Living Guide to Living which is also available on the Liberty Living website, www.libertyliving.co.uk or by contacting the Landlord directly.

*Excluding Single Payment discount or Debit / Credit Card charges.

1. (a) The Landlord lets and the Tenant takes the Room and together also in common with others the Property for the Term at the Rent and this Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 as amended by Part III of the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in section 21 of the Housing Act 1988 apply accordingly AND the Landlord further gives notice to the Tenant that the tenancy may be brought to an end and possession of the Room and the Property be recovered on one or more of grounds 2, 8, 10 to 15 or 17 of Part I of the Schedule 2 of the Housing Act 1988 prior to the expiry of the fixed term.
- (b) The Tenant shall have the right to use for access and egress the entrance lift (if any) staircase and landings of the Building leading to the Property (hereinafter referred to as the Common Parts of the Building).
2. **THE TENANT WILL:**
 - (1) Pay the Rent at the times and in the manner specified without set off whether demanded or not.
 - (2) Pay to the Landlord's Agent the Deposit against any breach by the Tenant of any of the terms of this Agreement and the Landlord is authorised to retain out of the Deposit all rent owed to him and/or compensation for damage caused to the Building and/or compensation for any breach by the Tenant of any clause of this Agreement but not so that the Deposit shall at any time during the Term entitle the Tenant to set off the Deposit against any liabilities arising under the terms of this Agreement.
 - (3) Pay to the Landlord upon demand a £30 late payment charge. Additionally a £10 charge will be made on each occasion it is necessary to write to the Tenant regarding Rent arrears.
 - (4)
 - (a) Keep the interior of the Property together with all fixtures and fittings of the Property and the Landlord's Contents in good repair and condition and not to alter the Property or make any holes or affix anything to the walls ceiling and floors of the Property.
 - (b) Not to damage any part of the Building and pay a fair and reasonable proportion, as determined by the Landlord acting reasonably of the expenses incurred by the Landlord in making good damage to the Room, the Property or the Building and/or replacing any fixture or fitting damaged therein which is caused by act or admission of the Tenant or any failure by the Tenant to observe or comply with his/her obligations under this Agreement.
 - (c) Unless there is sufficient evidence to the contrary the expenses referred in Clause 4(b) above shall be apportioned as if:-
 - (i) The Tenant caused all damage to the Room
and
 - (ii) All of the Tenants of the Flat jointly caused any damage to the untenanted parts of the Flat
and
 - (iii) All Tenants entitled to use the Common Parts of the Building caused any damage to the Common Parts of the Building

- (5) Permit at all reasonable times upon reasonable written notice of not less than 24 hours duration (save in case of emergency when as much notice as reasonably practicable shall be given) the Landlord's Agent and others authorised by the Landlord's Agent to enter into the Property for the purposes of inspecting and, where necessary, repairing and painting the Property or examining the state and condition of the Property or for any other reasonable purpose in connection with the management of the Property or the buildings of which the Property forms part.
- (6) Upon receipt from the Landlord's Agents of notice in writing specifying want of cleaning and restoration to the interior of the Property or of all loss of or damage to the Landlord's Contents that the Tenant shall be bound to make good then the Tenant shall immediately clean and restore or make good the same.
- (7)
 - (a) Not to assign underlet charge this Agreement (or any part thereof) and to use the Property only for the purpose of a private residence for the occupation of the Tenant only.
 - (b) Not to permit any other person to reside in or to occupy the Property.
 - (c) Not carry on or permit to be carried upon the Property any business whatsoever.
 - (d) PROVIDED ALWAYS that other Tenants of the Landlord may occupy the Property (excluding the Room).
 - (e) PROVIDED ALWAYS that the Tenant may be able to cancel the remaining term of this Agreement should he find a replacement tenant for the balance of the term and on the same terms as this Agreement (including the provision for a guarantor if appropriate) subject to (i) approval by the Landlord (such approval not to be unreasonably withheld) and (ii) the Tenant not being in arrears of any of the payments due under this Agreement.
- (8) Not to bring into the Property or use on the property any gas paraffin electric or other oil burning apparatus any candles nor inflammable combustible materials or any chip pan or deep fat fryer.
- (9) Not do or permit to be done in the Property any act which may be a nuisance or cause damage or inconvenience to the Landlord or to the other occupiers of the Building or any adjoining property or which may invalidate any insurance of the Building or of the Landlord's Contents against fire or otherwise, such policy being available from the Landlord's Agents.
- (10) Not place or exhibit any notice whatsoever on any part of the Building.
- (11) Not to bring into the Property any bicycles, bird, fish or any animal and not to leave anything in any entrance or other common part of the Building.
- (12) Not make or have made any duplicate keys to the Property nor replace nor add any new locks to the Property.
- (13) Not misuse or tamper with the fire alarm system and fire safety appliances and equipment in the Building and not obstruct any fire doors or fire exit routes or disconnect automatic door closures.
- (14) Permit the Landlord's agent to enter upon the Property to show the same to prospective tenants upon prior notice being given to the Tenant.
- (15) Deliver up to the Landlord the Property and the Landlord's Contents of the Property at the expiration or sooner determination of the tenancy in such good condition cleanliness and complete repair as aforesaid so that the Property is ready for immediate re-occupation.

- (16) If any of the Tenant's belongings have not been removed from the Property at the expiration of the tenancy pay the Landlord damages at a daily rate to compensate for the cost of storage or disposal of those belongings until the Tenant shall have removed all such goods PROVIDED ALWAYS that after the end of the tenancy the Landlord may remove any remaining items of the Tenant and after 14 days dispose of them for the Tenant subject to offsetting the cost of storage and disposal of these items.
- (17) Hand over to the Landlord or his agents by 10.00 hrs on the last day of the tenancy (howsoever ended) all keys to the Room, Property and Building, PROVIDED ALWAYS that if the keys are not handed over by the Tenant to the Landlord or his Agents by the end of the last day of the Term the Tenant shall be assumed thereafter to have given up his right to occupy the Room and the Property from the expiry of the last day of the Term if at that date the Tenant is not physically occupying any part of the Property PROVIDED ALSO that for the purposes of this sub-clause the fact that any of the Tenant's belongings may at the expiry of the Term still remain at any of the Property shall not in itself be deemed to be physical occupation of any part of the Property by the Tenant.
- (18) Not leave the Property unoccupied for any period whatsoever without locking and securing all doors and windows.
- (19) Within 7 days of a demand from the Landlord provide a fully completed certificate of exemption in respect of council tax or otherwise reimburse the Landlord for the council tax demanded by the Council and pay all other charges or assessments which may become payable in respect of the Property or by its occupier (including but not limited to television licence fees, charges for the use of a telephone (if any) in the Property).
- (20) Agree to adhere to and obey the Rules and Regulations of the Building as may be varied from time to time and notified to the Tenant or exhibited at the main office of the Building.
- (21) If the Rent or any part of it is unpaid for 7 days after becoming payable (whether demanded or not) pay to the Landlord interest calculated on a day to day basis at the rate of 2% above the base rate of Barclays Bank plc from time to time upon all rent and other payments due to the Landlord under the terms of this Agreement.
- (22) To indemnify the Landlord and the Landlord's agent against all liabilities and expenses incurred howsoever arising from any breach on the part of the Tenant of this Agreement and in particular pay upon demand to the Landlord all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in connection with proceedings relating to the recovery of arrears of rent or arising from any breach of the Tenant's obligations under this Agreement and to indemnify the Landlord and the Landlords Agent in respect of any damage caused to the building (however caused) during the term of this Agreement.

3. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:-

That the Tenant paying the rent and observing and performing his obligations under the Agreement may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or Agent.

4. IN CONSIDERATION OF THE LANDLORD ENTERING INTO THIS AGREEMENT, THE GUARANTOR AGREES WITH THE LANDLORD AND THE TENANT THAT:-

- (a) He guarantees the payment by the Tenant to the Landlord of the Rent and any other monies payable under this Agreement and the performance and observance by the Tenant of the terms and provisions of this Agreement.
- (b) If the Tenant shall default in the payment of the Rent or any other monies payable under the said Agreement he will upon written demand by the Landlord immediately pay the Rent and any other monies that shall be due to the Landlord or its Agents under this Agreement, but the Guarantor accepts no legal or moral responsibility for any other person.
- (c) This Guarantee shall continue in effect until all sums whatsoever payable by the Tenant under the Agreement have been paid in full and this Guarantee shall not be terminated by the death or bankruptcy of the Tenant.
- (d) Any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent when it falls due and any time which may be given to the Tenant by the Landlord to comply with any part of the Agreement shall not release or exonerate the Guarantor or in any way affect the liability of the Guarantor under this Agreement.
- (e) This Guarantee shall constitute the Guarantor as principal debtor.

5. THE LANDLORD IS ENTITLED TO TERMINATE THIS TENANCY AGREEMENT AND OBTAIN A COURT ORDER TO ENTER THE PROPERTY AND EVICT THE TENANT IF:-

- (1) (a) Any instalment of rent is not received in full within 14 days of the date when the Landlord formally demands it after it has fallen due, OR
- (b) The Tenant fails to comply with any of the Tenant's obligations under this Tenancy Agreement, OR
- (c) The Tenant becomes bankrupt or an interim receiver of his property is appointed.
- (2) Termination of this Tenancy Agreement under clause 5.1 ends the Tenancy Agreement but does not release either party from any outstanding obligation to each other.

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT:-

- (1) Notwithstanding anything contained in this Agreement the Landlord shall be under no greater liability than the obligations involved in the common duty of care either to parties to this Agreement or to strangers to this contract who are permitted to enter into or use the building for accidents or injuries sustained or for loss or damage to goods or chattels in any part of the building whether arising from the negligence of the Landlord or that of any employee or agent of the Landlord.
- (2) If the Property shall at any time during the said term be destroyed or damaged by fire explosion or otherwise so as to be unfit for occupation and use in whole this Agreement shall forthwith end but without prejudice to the rights of the parties hereunder.

- (3) The Landlord shall not be liable to the Tenant by reason of and the Tenant shall make no objection or claim in respect of any noise vibration or disturbance that may be occasioned by the carrying out by the Landlord of any work or alteration or construction repair or maintenance to any part of the Building or to any adjoining or adjacent property nor shall the Tenant be entitled to object to any interference with the access of light and air to the Property caused by any such works or any alterations or additions to any property (including the Building) resulting therefrom.
7. Any notice under this Agreement shall be in writing and may be served upon the Tenant at the Property by hand or by registered post or recorded delivery and upon the Landlord at its address as noted in clause 11 below.
8. In this Agreement words importing the masculine gender shall include reference to the feminine gender and reference to the singular shall include the plural.
9. WHERE MORE THAN ONE PERSON is a party hereto as Tenant the expression "the Tenant" shall include all or any such persons and their liability in respect of the obligations on the part of the Tenant contained herein shall be joint and several.
10. This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 so far as applicable to the tenancy hereby created.
11. NOTICE under section 48 of the Landlord and Tenant Act 1987: The address for service of notices in England and Wales (including notices in proceedings) upon the Landlord is: Liberty Living Students (Birmingham HC) Limited, c/o Liberty Living plc, 30 St Mary Axe, London EC3A 8BF.
- 12. THE TENANCY DEPOSIT SCHEME**
- (1) (a) The Deposit is safeguarded by the Tenancy Deposit Scheme.
- (b) The Deposit amount (as stated on page 1) is paid by the Tenant to the Landlord's Agent (Liberty Living plc), acting on behalf of the Landlord.
- (c) The Deposit is held by the Landlord's Agent, in a separately designated deposit account of the Landlord. Any interest earned on the Deposit belongs to the Landlord.
- (d) The Landlord's Agent is a member of the Tenancy Deposit Scheme, which is administered by The Dispute Service Ltd, PO Box 1255, Hemel Hempsted, Herts, HP1 9GN. Telephone 0845 226 7837, Fax 01442 253 193, e-mail deposits@tds.gb.com.
- (e) At the end of the tenancy the Tenant should arrange with the Landlord's Agent a suitable time for a vacating inspection and any damages or other charges deductible from the Deposit will be advised to the Tenant at this point. If the Tenant signs the vacating inspection sheet by way of agreement as to the amount of the Deposit to be returned, the Deposit will be returned within 28 days. If the Tenant vacates without arranging an inspection, the Landlord's Agent will return the Deposit net of any deductions that the Landlord's Agent identifies as appropriate within 28 days.
- (f) The Tenant should inform the Landlord's Agent in writing within 10 working days of the end of the tenancy if the Tenant intends to dispute any of the charges deducted from the deposit. The Independent Case Examiner of The Dispute Service Ltd ('ICE') may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

- (g) If, after 10 working days following notification of a dispute to the Landlord's Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord's Agent and the Tenant over the allocation of the Deposit the dispute will (subject to 12 (1) (h) below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
 - (h) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (a) to (g).
- (2) (a) Deductions may be made from the Deposit according to clauses within this Tenancy Agreement.
- (b) A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit (the Landlord's Agent).
 - (c) The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit, whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.
 - (d) The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clause (12 (2) (i)).
 - (e) When the Landlord's Agent and Tenant agree how the Deposit should be returned, in full or in part, it must be paid back within 28 days. Failure to return the Deposit within the specified period will be grounds for the tenant to refer the matter directly to the ICE.
 - (f) The Landlord's Agent will advise the Tenant at the time of the vacating inspection if they propose to make any deductions from the Deposit. If the Tenant fails to attend such an inspection, the deposit (net of any appropriate deductions) will be returned to the Tenant within 28 days.
 - (g) The Tenant should advise the Landlord's Agent in writing if they wish to raise a dispute about the deposit within 10 working days after the lawful end of the tenancy and vacation of the property. The Landlord's Agent has a maximum of 10 working days to resolve the dispute.
 - (h) It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as binding and final.
 - (i) The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website www.tds.gb.com or be obtained directly from The Dispute Service Ltd at the address or telephone number specified in clause (12 (1) (d)).

- (j) If the Landlord's Agent instigates a dispute, he must send with the Notification of Dispute to the TDS the full Deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Landlord's Agent must send the Deposit or the balance in dispute together with the relevant evidence being a copy of the tenancy agreement, inventory and schedule of condition, any check in or check out report, correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Landlord's Agent or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the Deposit and discipline the Landlord's Agent.
- (k) The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.
- (l) The ICE will aim to resolve the dispute within 28 days of receiving the final documentation, i.e. once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.
- (m) TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
- (n) The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.
- (o) The Landlord's Agent and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.
- (p) If one party raises a dispute with TDS, TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.
- (q) If the Landlord or the Landlord's Agent are unable to contact the Tenant despite making reasonable efforts to do so, or the Tenant is unable to contact the Landlord or the Agent despite making reasonable efforts to do so, action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit because TDS is specifically excluded under the Statutory Instrument from adjudicating under these circumstances.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of the Landlord's knowledge and belief.

Signed by the Tenant		Signed by the Guarantor	
Surname		Surname	
Forename		Forename	
Date		Date	
Signed by a Witness		Signed by the Landlord	
Surname		Print Name	
Forename			
Address			
Town			
County			
Postcode			

Liberty Living plc. Registered office: 30 St Mary Axe, London EC3A 8BF. Registered in England No. 4055891

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