

**BROWNTREE**  
STUDENT LETTINGS

## TENANCY TERMS & CONDITIONS

### 1.0 Definitions and Interpretation

In these Tenancy Terms and Conditions:

1.1 **“Building Common Parts”** means the entrance hall, stairs, corridors, laundry, courtyard, lifts, bicycle store and any other common area within the building provided for the benefit of all tenants;

**“Contents”** means the furnishings and effects to be found in the Room of the Flat Common Parts as listed in the inventory to be provided to the Tenant on moving-in to the room;

**“Flat”** means the flat as defined in the Tenancy Letter, including its fixtures and fittings, carpets, doors and internal glass, but excluding the Service Media within the flat;

**“Flat Common Parts”** means the flat, other than the room and other rooms within the Flat occupied exclusively by other tenants of the Flat;

**“Room”** means the Room as defined in the Tenancy Letter, including its fixtures and fitting, carpets, doors and internal glass, but excluding the Service Media within the Room;

**“Service Media”** means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided;

**“Tenancy Agreement”** means the tenancy agreement constituted by the Tenancy Letter and these Tenancy Terms and Conditions;



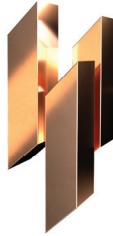
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**“Tenancy Letter”** means the tenancy letter addresses to the Tenant which is enclosed with these Tenancy Terms & Conditions;

**“Tenancy Period”** means the period from and including the **Tenancy Start Date** and ending on and including the **Tenancy End Date**.

1.2 Unless set out to the contrary above, all terms defined in the Tenancy Letter shall have the same meaning in these Tenancy Terms and Conditions

1.3 The expression the “Landlord” includes the person who at any particular time has the right to receive rent under the Tenancy Agreement.

1.4 Any obligation on the Landlord or the Tenant not to do any act or thing includes an obligation to take all responsible steps not to permit or suffer any other person to do any such act or thing.

1.5 Where any party to the Tenancy Agreement compromises two or more persons, all their obligations can be enforced against them jointly or as separate individuals.

1.6 The headings in these Tenancy Terms and Conditions are for convenience and are not to be considered in interpreting the Tenancy Agreement



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## 2.0 THE LETTING

1.1 The Landlord lets the Room to the Tenant for the Tenancy Period

1.2 The Tenant is granted the Following rights for the benefit of the Room in common with the Landlord and all other tenants of the Building (including all other persons from time to time duly authorised by the Landlord):

1.2.1 the right to use the Building Common Parts and the Flat Common Parts, including the right to come and go to and from the Room over such of the Building Common Parts and Flat Common Parts as are designed or designated to afford access; and

1.2.2 the right to use the shared facilities within the Common Parts of the Flat.

1.3 The Landlord reserves the following rights over the Room:

2.3.1 the right for the Landlord and those authorised by the Landlord to enter the Room on reasonable written notice (except in cases of emergency) for any purpose mentioned in these Tenancy Terms and Conditions; and

2.3.2 the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the Room

## THE TENANT'S OBLIGATIONS

**3.1 The Tenant shall accept the Room, the Flat, the Building Common Parts, the Flat Common Parts and the Building as being in good and tenantable repair and condition and fit for the purposes for which they are let and/or intended to be used as at the Tenancy Start Date unless the Tenant informs the Landlord in writing of any defect in the condition and repair within 48 hours of the Tenancy Start Date**

**3.2 The Tenant shall accept that all the Contents are present in the Room or the Flat unless the Tenant informs the Landlord in writing that items are missing from the inventory within 48 hours of the Tenancy Start Date**

**The Tenant will:**

3.3 Pay the Rent and all other payments included in the Payment Schedule on the dates set out in that schedule to the Landlord (or to whosoever the Landlord shall direct). The Tenant will not set-off any amounts against the Rent or any other amounts due to the Landlord without first providing the Landlord with receipts for the costs properly incurred by the Tenant. Any person who is not the Tenant and who makes payments due from the Tenant does so as agent of the Tenant.

3.4 To pay an administrative charge of £40.00 inclusive of VAT on demand at any and each failure to pay the rent due and to settle this charge along with any arrears within 14 days of the due date and to pay interest on the amount of rent remaining unpaid after that period of 14 days at a rate of 15% per annum calculated on a daily rate from the date upon which it was due until the date upon which it was paid.



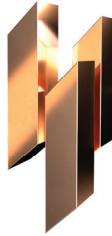
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3.5 This tenancy is for a fixed term. The Tenant agrees to vacate the property by 11.00am on the Tenancy End Date unless a new Tenancy Agreement has been signed. Re-signings must take place at least one month before the Tenancy End Date.

3.6 Promptly notify the Landlord of any damage to or defect in the Room and/or the Contents and/or the Flat and/or the Building.

3.7 Operate the Service Media and electrical appliances in the Flat in accordance with the manufacturer's instructions and not charge, damage, alter or interfere with them in any way and to ensure that any electrical appliances which do not belong to the Landlord comply with all relevant standards and regulations.

3.8 Pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the costs incurred by the Landlord in making good damage to the Room, the Flat, the Building Common Parts or the Flat Common Parts and/or in replacing any fixtures or fittings damaged therein which arises due to any act of the Tenant or any failure by the Tenant to observe and comply with the obligations of the Tenant under the Tenancy Agreement. If there's no evidence to the contrary, then the cost of repairing any damage shall be apportioned as if:

3.8.1 the Tenant caused the damage to the Room;

3.8.2 all the tenants of the Flat caused the damage to the shared facilities in the Flat Common Parts; and

3.8.3 all the tenants entitled to use the Building Common Parts caused the damage to the Building Common Parts.

3.9 To allow the Landlord and those authorised by the Landlord upon reasonable written notice (except in cases of emergency) to enter the Flat at reasonable times to:

3.9.1 inspect its condition;

3.9.2 carry out any necessary repairs or alterations to the Room and/or Flat and/or Building;

3.9.4 carry out viewings of the Room and/or Flat with prospective tenants.

In exercising the right of entry to the Room and/or Flat, the Landlord will cause minimum possible inconvenience to the Tenant.

3.10 Provide the Landlord with a certificate of exemption for council tax or, if the Tenant is not entitled to such a certificate, the Tenant will reimburse the Landlord for the council tax. The Tenant shall also reimburse the Landlord for and all other taxes, charges, duties, outgoings or assessments which are payable during the Tenancy Period in respect of the Room and/or the Tenant's use of the Room or any other part of the Building including television licence fees, charges for use of a telephone (if any) in the Flat or Room and rental or other recurring charges during the Tenancy Period.

3.11 Maintain the Room and, jointly and severally with the other tenants of the Flat, the Common Parts of the Flat in at least as good tenantable repair and decorative order and clean condition as it is in at the tenancy Start Date (except for damage by accidental fire and water from the domestic services infrastructure).



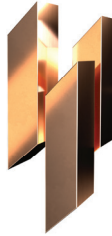
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3.12 Maintain the Contents in at least as good repair and condition as they are in on the Tenancy Start Date except for the fair wear and tear (and the inventory provided to the Tenant on moving in to the Room shall be evidence of their existing condition, and any defect shall be noted in such inventory) in accordance with Clause 3.2.

3.13 Not remove any of the Contents from the Room or Common Parts of the Flat, as the case may be.

3.14 Occupy the Room personally for residential purposes only.

3.15 Not transfer the tenancy created by the Tenancy Agreement to anyone else without first obtaining the Landlord's written consent, which must not be unreasonably withheld.

The Landlord may, as a condition to giving its consent to the proposed transfer:

3.15.1 charge the Tenant a release fee of £300 + VAT once a new Tenant has been found with the consent of the Landlord to take over their existing Tenancy; and

3.15.2 charge the Tenant re-advertisement fees of £150 + VAT for the Flat if Tenant is looking to leave the Contract before the specified Tenancy End Date.

3.15.3 require the Tenant and/or the Guarantor to enter into a guarantee of the incoming tenant's obligations under the Tenancy Agreement (but only for such time as the incoming tenant remains the tenant under the Tenancy Agreement) in a form reasonably required by the Landlord; and

3.15.4 if it is reasonable to do so, require the incoming tenant to provide a guarantor of his/hers own in respect of the obligations of the incoming tenant under the Tenancy Agreement; and

3.15.5 require the incoming tenant to enter into an agreement with the Landlord which confirms that the incoming tenant will observe and comply with the obligations of the Tenant contained in the Tenancy Agreement.

3.16 The Tenant will not sublet the Room or part with possession or share occupation of the Room or any part of it under any circumstances.

3.17 Not carry on any profession, trade or business whatsoever in the Room or the Flat.

3.18 Not use the Room or the Flat for any improper, immoral or illegal purpose nor in any way which may, in the reasonable opinion of the Landlord, be a nuisance, damage or annoyance to the Landlord or to the other tenants of the Building or any adjoining premises and in particular, the Tenant will:

3.18.1 not cause any noise which, if made within the Room, can be heard outside the Room or, if made within the Common Parts of the Flat, can be heard outside those Common Parts;

3.18.2 not keep or use drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);



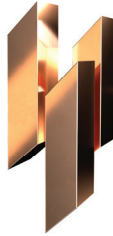
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- 3.18.3 not to keep or use any firearms, knives (other than domestic knives), or any weapons of any kind in the Room, Flat or Building;
- 3.18.4 not harass, threaten or assault any other tenants of the Building or their guests or any personnel of the Landlord or any other person; and
- 3.18.5 not keep, store or use in the Building any gas or oil heater or other fuel burning appliance, including candles.
- 3.19 Not damage or leave in a dirty or untidy state any parts of the Building.
- 3.20 Not alter, modify, decorate, add to or in any way interfere with the structure of the Room, the Flat, the Contents or the Building.
- 3.20.1 Not to fix anything whatsoever to the interior of the Room or the Flat Common Parts in any manner which may damage the structure or decoration of the Room or the Flat Common Parts. Not to hang anything on the walls or furniture which has self-adhesive such as double-sided tape or blue/white tack. Also, the use of nails/screws to hang items on the walls are strictly prohibited.
- 3.21 Not to place anything outside the window of the Room or the Flat Common Parts.
- 3.22 Deliver the Room, the Contents and the key to the Room/Flat to the Landlord at the end of the Tenancy Period in the same condition as recorded in the inventory and, by no later than the Tenancy End Date, clear the Tenant's own belongings from the Room and the Flat Common Parts by the Tenancy End Date, the Landlord shall be under no duty of care towards the same and reserves the right to dispose of such belongings as it thinks fit without any liability whatsoever to the Tenant.
- 3.23 Ensure that any refuse is deposited in the receptacles provided for the purpose in the Building.
- 3.24 Not erect any external wireless or television aerial or satellite dish.
- 3.25 Not to keep any animal, bird, insect or reptile in the Room or Common Parts or the Flat Common Parts which would prejudice or increase the premium payable of insurance of the Building for the time being in force.
- 3.26 Not do anything in the Room, the Building Common Parts or the Flat Common Parts which would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force.
- 3.27 Not obstruct any means of access within the Building.
- 3.28 Pay all reasonable and proper costs and expenses (including legal costs, unless a Court orders otherwise, and less payable to a surveyor and any value added tax thereon) incurred by the Landlord in or in reasonable consideration of proceedings to recover outstanding Rent or any sum incurred as a result of the Tenant not performing the obligations of the Tenant under the Tenancy Agreement.



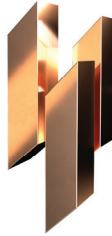
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3.29 Pay to the Landlord the Deposit as security for the performance of the Tenant's obligations. The money will be protected by The Deposit Protection Service (The DPS) or through MyDeposits in accordance with the terms and conditions of the organisations. The protection service will hold the deposit in respect of any unpaid rent, damage to the property, any unpaid gas, electricity, water or telephone charges, or any sum repayable by the landlord to the Local Authority in respect of any payment due from the Tenant and/or due in respect of any breach of the tenant of the obligations under this agreement.

3.29.1 At the end of the Tenancy Period, the Tenant will be given the opportunity to attend a check-out inspection with a representative of the Landlord with a view to reaching agreement as to what, if any, deductions the Landlord shall be entitled to make from the Security Deposit.

3.29.2 However, the Landlord reserves the right to give notice to the Tenant of its intention to draw on the Deposit at any time in payment of any sums due from or spent on behalf of the Tenant under the Tenancy Agreement.

3.29.3 The security Deposit (or the balance thereof remaining), shall be returned to the Tenant at the forwarding address provided to the Landlord as soon as reasonably practicable after the end of the Tenancy Period (however it ends) and vacation of the Room by the Tenant.

3.29.4 The Tenant will not set-off the Deposit against any payment of Rent due to the Landlord

3.30 Not to tamper with the Landlord's fire protection and control equipment and to vacate the Building (and to ensure that any visitors of the Tenant do so) immediately whenever the fire alarm is sounded.

3.31 Not to use designated fire escape except for the purposes of emergency escape.

3.32 To comply with any reasonable regulations of the Landlord which may be notified to the Tenant in writing from time to time and in the event of conflict between the terms of these Tenancy Terms and Conditions and any such regulations, the terms of these Tenancy Terms and Conditions shall prevail.

3.33 To report any accident or incident to the Landlord as soon as possible after it occurs and in any event within 48 hours after the incident or accident. If reasonably requested to do so by the Landlord, to complete an incident or accident form and return it to the Landlord.

3.34 Not to change the locks or fit any further locks at the Premises without the prior written permission of the Landlord. To pay the full cost of the refitting of any original locks and/or the repair of any damage caused by the fitting or other locks and/or the repair of any damage caused by the removal of any other locks or by forced entry as a consequence of the fitting of any other locks.

3.34.1 Emergency call out for loss of keys/card will be charged at £20 plus cost of new key/card

3.35 Not to smoke or permit any guest or visitors to smoke tobacco or any other substance in the property, unless the landlord has given written consent. Breach of this clause would result in an undisclosed fine with follow up room inspections carried out on daily basis in order to check whether smoking is still being continued in the accommodation. If the issue continues fines will increase until deemed appropriate by the landlord.



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#### 4.0 THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant as follows:

4.1 That if the Tenant pays the Rent and performs all the Obligations of the Tenant under the Tenancy Agreement, then the Tenant may quietly possess and enjoy the Room during the Tenancy Period without interruption from the Landlord or any person acting on the Landlord's behalf (save as expressly set out in these Tenancy Terms and Conditions to the contrary);

4.2 To maintain, repair the structure of the Building;

4.3 To maintain, repair, decorate and provide adequate heating and lighting to the Building Common Parts and the Flat Common Parts; and to clean the Building Common Parts

4.4 To maintain all Service Media serving the Flat, the Building Common Parts and the Flat Common Parts;

4.5 To provide an adequate supply of hot and cold water, heating and electrical power to the Flat;

4.6 To provide security facilities for the Building; and

4.7 To provide and maintain equipment in the Building Common Parts and the Flat Common Parts.

#### 5.0 ALTERNATIVE ACCOMODATION

5.1 The Landlord reserves the right during the Tenancy Period to move the Tennant to alternative accommodation (which may be in a hotel) only for the purpose of carrying out emergency repairs PROVIDED THAT:

5.1.1 The Tenant is given reasonable notice; and

5.1.2 The Tenant will occupy the alternative accommodation on the terms of the Tenancy Agreement.

#### 6.0 AGREEMENTS AND DECLERATIONS

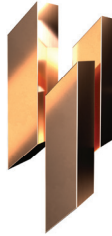
6.1 It is agreed between the Landlord and the Tenant that if at any time:

6.1.1 the whole or any part of the Rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or

6.1.2 there has been a serious breach, non-performance or non-observance of the Tenants obligations; or







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6.1.3 any of the grounds set out in the Housing Act 1988 Schedule Grounds 2, 6, 8, 10-15 (inclusive), and 17 apply

The Landlord may apply for a Court Order stating that the Landlord shall be entitled to repossess and enjoy the Room as if the Tenancy Agreement has not been granted. If the Court Order is granted the Tenancy shall end immediately but without prejudice to any right of action or remedy of either the Landlord or the Tenant in respect of any previous breach of the other's obligations under the Tenancy Agreement.

6.2 If the Room, Flat and/or Building are destroyed, or are otherwise damaged so as to render the Room and/or the Flat incapable of occupation, then either the Landlord or the Tenant may end the Tenancy Agreement by giving the other one month's written notice.

### 7.0 GUARANTEE

The Guarantor will ensure that the Tenant Pays the Rent and performs and observes the Tenant's obligations under the Tenancy Agreement. If the Tenant does not pay the Rent and/or perform and observe the Tenant's obligations, the Guarantor will do so instead, and will reimburse the Landlord for any losses, damages, costs and expenses suffered by or incurred by the Landlord as a result. The Landlord is under no obligation to bring any claims against the Tenant before bringing any action against the Guarantor.

### 8.0 SEVERABILITY

If any term, condition or provision contained in the Tenancy Agreement shall be held to be Invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

### 9.0 NOTICES

As required by section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified the notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

Browntree Properties Ltd  
Legrams Commercial Centre  
Legrams Lane  
Bradford  
West Yorkshire  
BD7 1NH

The addresses for service of notices on the Tenant and/or the Guarantor are the addresses of those parties as set in the Tenancy Letter.



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