

DATED [•] 2017

**LODGE PROPERTY SERVICES LTD**

as Landlord

[•]

as Tenant

**ASSURED SHORTHOLD TENANCY AGREEMENT**

relating to [•] , Cambridge

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**DATED** [●]

**1 TENANCY PARTICULARS**

<i>Building</i>	the building known as [●], Cambridge [●]
<i>Deposit</i>	£[●] ([●] hundred and [●] pounds) as paid by the Tenant to the Landlord
<i>Discount Rate</i>	Means 30% of the Tenant's Net Household Income as recalculated from time to time in accordance with the Eligibility Criteria and which at the date of this Assured Shorthold Tenancy Agreement is £[●] per month
<i>Members of the Tenant's Household</i>	the additional persons (if any) who are permitted to live in the Premises with the Tenant and are:  [●]  The total number of persons living in the Premises at any one time (including the Tenant and Members of the Tenant's Household (including any children)) must not exceed [●]
<i>Open Market Rent</i>	£[●] ([●] pounds) per calendar month
<i>Payable Rent</i>	means the Discount Rate save where the Landlord has elected pursuant to any of the appropriate provisions of Clause [●] (Payable Rent Variations) to vary the Discount Rate or charge the Open Market Rent in which case it shall be the Open Market Rent
<i>Premises</i>	[●]
<i>Tenant</i>	[●]
<i>Tenant's address</i>	[●]  Fax [●]  Email [●]
<i>Term</i>	a fixed period of [●] months from and including [●], expiring on [●], unless otherwise determined by this Tenancy Agreement which is a fixed term tenancy in accordance with section 21 of the Housing Act 1988

**This Agreement has been entered into on the date stated at the beginning of this Agreement**

Signed by or on behalf of the Landlord: )  
)  
)

Name:

Date:

Signed by the Tenant: )  
)  
)

Name:

Date:

## 2 DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

Unless the contrary intention appears, the following definitions apply:

<i>Anti-Social Behaviour</i>	behaviour which the Landlord acting reasonably considers to be unacceptable and acts of Anti-Social Behaviour include, but are not limited to: (a) drug dealing or illegal use of drugs (except such use which may be authorised or prescribed by a duly qualified medical practitioner); (b) actual or threatened violence or abuse towards any person; (c) behaving in an antisocial manner (including, but not limited to, shouting, screaming, swearing, making indecent or offensive gestures or banging on walls and ceilings); and (d) any other antisocial behaviour more particularly described in this Tenancy Agreement
<i>Change in Net Household Income</i>	a change in Net Household Income at any stage during the Term
<i>Common Parts</i>	the pedestrian ways, forecourts, car parks, bicycle sheds, gardens, landscaped areas, entrance halls, landings, staircases and other areas which are from time to time during the Term provided by the Landlord for the common use and enjoyment by the tenants and occupiers of the Building and all persons expressly or by implication authorised by them
<i>Eligibility Criteria</i>	the criteria published by University from time to time to approve Employee entitlement to University accommodation at the Building and the verification system that calculates each

	prospective Tenant's Net Household Income and Payable Rent
<i>Employee</i>	an individual who has entered into or works under (or, where employment has ceased, worked under) a contract of employment for the University
<i>Furniture and Effects</i>	all the furniture and effects described in the Inventory
<i>ICE</i>	Independent Case Examiner of The Dispute Service Limited
<i>Initial Administration Charge</i>	a single payment of £180.00 (one hundred and eighty pounds) including VAT by way of contribution to the costs of preparing and administering the Premises and this Tenancy Agreement (including the Inventory)
<i>Interest Rate</i>	four percent (4%) per annum above the base rate of Barclays Bank PLC (or the nearest equivalent if such base rate ceases to exist at any time) or such lesser rate as the Landlord may require
<i>Inventory</i>	the inventory signed by the parties and annexed as Schedule 1 to this Assured Shorthold Tenancy Agreement detailing the Furniture and Effects
<i>Landlord</i>	Lodge Property Services Limited (company registration number [●] )
<i>Landlord's address</i>	[●]  Fax [●]  Email [●]
<i>Net Household Income</i>	As calculated in accordance with the Eligibility Criteria

<i>Scale of Charges</i>	the scale of charges as set out in Schedule B of this Tenancy Agreement
<i>Tenancy Deposit Scheme</i>	the tenancy deposit scheme, as defined in section 212(2) of the Housing Act 2004
<i>University</i>	the University of Cambridge, a College of the University of Cambridge and /or an affiliated organisation

- 2.2 References to Clauses, Parts, Schedules and Appendices shall be deemed to be references to Clauses and Parts of and Schedules and Appendices to this Agreement unless otherwise stated.
- 2.3 Headings to Clauses and Schedules shall be disregarded.
- 2.4 Words denoting any gender shall include every gender.
- 2.5 Words indicating the singular include the plural and vice versa.
- 2.6 Words referring to persons include firms, companies and corporations and vice versa.
- 2.7 Any obligation by two or more people shall be undertaken jointly and severally.
- 2.8 Any references to VAT shall include any tax of a similar nature substituted for or in addition to it unless the context otherwise requires.
- 2.9 Any reference to a statute (whether generally or specifically) shall be construed as a reference to any amendment to or re-enactment of such statute or application by or under any other statute for the time being in force and shall include all orders, plans, notices, regulations, by-laws, directions, instruments, codes of practice, consents and permissions made or issued under it or deriving validly from it.
- 2.10 Any reference to the doing or permitting to be done of any act or thing by the Landlord or the Tenant includes the doing or permitting to be done of that act or thing whether directly or indirectly by any agent, servant, workman, contractor or Employee engaged by either of them.
- 2.11 Where examples are given (including where the word "including" is followed by a list of items) such examples shall not limit any general description preceding or succeeding such examples.
- 2.12 References to the "parties" shall be references to the Landlord and the Tenant, and references to a "party" shall be to either of them.
- 2.13 Where the acceptance, consent, approval or agreement of a party is not to be unreasonably withheld, or is to be given "acting reasonably", it shall not be unreasonably delayed.
- 2.14 The Schedules are incorporated into and form part of this Agreement.

### 3 **LETTING TERMS**

- 3.1 The Landlord lets and the Tenant takes the Premises together with the Furniture and Effects and together with the rights set out in this Tenancy Agreement for the Term at the Payable Rent and upon the terms and conditions contained in this Tenancy Agreement.
- 3.2 The rights granted in Clause 4.1 include the right for the Tenant and all persons expressly or by implication authorised by the Tenant (in common with the Landlord and others having a like right) to use the Common Parts for all proper purposes in connection with the use and enjoyment of the Premises.
- 3.3 The Premises and the Furniture and Effects shall be held by the Tenant for the Term subject to such early termination as provided for in this Tenancy Agreement.
- 3.4 The Tenant shall pay for the Premises and the Furniture and Effects the Payable Rent, such Payable Rent to be paid monthly in advance on the first day of each calendar month and to be paid at the discretion of the Landlord by direct debit payments to the University's bank account provided that the first payment apportioned for the remainder of the calendar month current at the date of this Tenancy Agreement shall be made on the date of this Tenancy Agreement.
- 3.5 If the Tenant fails to pay the Payable Rent or other sums due on the due date the Tenant shall pay interest on the Payable Rent and other sums at the Interest Rate from the date on which payment fell due to the date of actual payment (whether before or after any judgment).

### 4 **TENANT'S DUTIES**

#### 4.1 **Payment of rent and other charges**

- 4.1.1 The Tenant agrees with the Landlord that it shall:
- (a) pay the Payable Rent on the dates it is due and in the manner set out in this Tenancy Agreement without any deduction, and not to use the Deposit to offset any rent payable under this Tenancy Agreement;
  - (b) pay to the Landlord the Initial Administration Charge together with the first month's Payable Rent on the date of this Tenancy Agreement; and
  - (c) pay any council tax or any other local government or national tax or outgoings levied on occupiers and relating to the Premises.

#### 4.2 **Payment and responsibility for utilities**

- 4.2.1 The Tenant agrees with the Landlord that it shall:
- (a) enter into direct contracts with the statutory authorities or other service providers for the provision of the telephone, electricity, television licence, broadband and the supply of water;
  - (b) enter into a contract with Core for the provision of heating and hot water;
  - (c) pay on demand all such charges supplied to the Premises during the Term and to retain the services for the benefit of the Landlord on the termination of the Tenancy Agreement, the Tenant being liable for any



disconnection or reconnection charges incurred in respect of such services caused by the default of the Tenant;

- (d) provide copies of final paid utility bills to the Landlord within five (5) working days of the expiry or sooner determination of the Tenancy Agreement; and
- (e) not change the broadband, electricity, water, or any other utility supplier to the Premises without the prior written permission of the Landlord and where permission is granted to supply to the Landlord with the details of the new supplier and the account number as soon as they are received by the Tenant.

#### 4.3 **Responsibilities for the Premises**

4.3.1 The Tenant agrees with the Landlord that it shall:

- (a) keep the interior of the Premises in a good and clean condition. The interior of the Premises includes the paintwork, decorations, flooring, window fittings, kitchen and bathroom fixtures and fittings, glazing, doors and door furniture;
- (b) not redecorate the Premises or any part of it internally (so as to change the decorative scheme) or make any alterations without the Landlord's prior written permission;
- (c) not damage the furniture or walls of the Premises with any blue tack, nails, pins, glue, sellotape, stickers or other adhesive substance;
- (d) replace all broken glass, fuses, batteries, light bulbs and fluorescent tubes and starters as and when necessary;
- (e) ensure that any filters to washing machines and/or tumble driers are kept clear;
- (f) replace cooker hood filters at least once per year;
- (g) keep the Furniture and Effects in good condition, and not remove any of the Furniture and Effects from the Premises;
- (h) provide and use a good quality mattress protector on any beds provided by the Landlord at the Premises;
- (i) not use any electrical apparatus or other equipment of a type or in a condition which might endanger the safety of the Premises. This restriction includes any type of stove heater or lamp burning paraffin or any other type of oil fuel;
- (j) not cause blockages to drains or sinks (e.g. by putting hair, foodstuffs, fat or cooking oil down the kitchen sink or nappies or towels in the toilet). Any blockages caused by these items or otherwise proven to be caused by the Tenant will be re-charged to the Tenant;
- (k) not smoke (including the use of electronic cigarettes) or use candles or oil burners, or have open fires, and not permit others to smoke or use candles or oil burners or have open fires in any part of the Premises, including the balcony (if any), the Building or the Common Parts;

- (l) not change any locks, combinations or codes for entry;
- (m) not erect any TV aerial, satellite receiver, radio mast or fly any flags on the Premises or the Building (including any balcony) or within the Common Parts;
- (n) ensure that any smoke alarms in the Premises are working and that any batteries are replaced and that alarms are not disconnected;
- (o) not dry or hang any clothing or other items out of a window or from any balcony or within the Common Parts;
- (p) where a balcony is provided, use any balcony in accordance with all provisions referring to the Premises, including, but not limited to, Clauses (k), (m) and (o) and not use it to store bicycles, or to dangerously overload it by other items which might constitute a fire or safety hazard;
- (q) within one month of written notice (or such lesser period as is reasonable in the case of emergency) being given by the Landlord of any defects which are the Tenant's responsibility or other breaches of this Tenancy Agreement, make the necessary repairs or remedy the breach complained of. In the event of the Tenant failing to repair such defects or remedy the breach complained of, the Landlord shall be at liberty to undertake such works or to take such actions to remedy such breach or breaches by the Tenant and the cost of so doing shall be payable to the Landlord by the Tenant immediately on demand;
- (r) not keep or permit to be kept upon the Premises any pets, (including any cats, dogs, birds, reptiles, fish or other animals) otherwise than with the prior written consent of the Landlord;
- (s) keep any animal for whom the Landlord has given written consent (such as a service or assistance animal) under control at all times and keep any garden, the Premises, adjoining properties and the Common Parts free from fouling by any animal authorised by the Landlord;
- (t) not use the Premises, Building or Common Parts for any illegal purposes and in particular (but without prejudice to the generality of this sub-clause) not to allow drugs of any type to be taken kept or used on the Premises except such which may be authorised or prescribed by a duly qualified medical practitioner;
- (u) not use the Premises, Building or Common Parts for any business purposes, meaning the running of a business from the Premises;
- (v) not lop, top, cut down, remove or otherwise injure any trees, shrubs or plants growing upon the landscaped areas in the Common Parts or to alter the general character of the garden;
- (w) give prompt notice in writing to the Landlord of any occurrence of bed bugs and any other infestation happening or breaking out in the Premises during the Term and thoroughly disinfect to the satisfaction of the Landlord each part of the Premises. If the Tenant fails to take such action immediately, it shall pay the cost of fumigation and/or other expenses caused by any infestation, and the Tenant shall indemnify the Landlord against all claims costs and demands incurred or suffered by the Landlord by reason of the Premises becoming infested; and

- (x) give notice in writing to the Landlord of any infectious or contagious disease happening or breaking out in the Premises during the Term and thoroughly disinfect to the satisfaction of the Landlord each part of the Premises if the Tenant fails to immediately take such action to pay the Landlord the cost of disinfection and/or other expenses caused by such illness and the Tenant shall indemnify the Landlord against all claims costs and demands incurred or suffered by reason of the Premises becoming infected or unhealthy.

#### 4.4 **Responsibilities for the Common Parts**

##### 4.4.1 The Tenant agrees with the Landlord that it shall:

- (a) not at any time dispose of rubbish outside of the designated areas or otherwise than in accordance with the directions for disposing of rubbish within delegated areas, such as throwing rubbish from windows, or disposing of non-day-to-day waste e.g. furniture or white goods and appliances;
- (b) remove rubbish from the Premises on a regular basis and not allow it to accumulate within the Premises, including on balconies;
- (c) not store rubbish on any balcony or Common Parts;
- (d) comply with any waste recycling policy imposed by the Landlord;
- (e) not make the Common Parts dirt or untidy, and not cause any obstruction in them and not use them to store personal belongings. Personal belongings includes prams, pushchairs, bikes, children's toys and flower or plant pots and refuse (except in refuse containers for such purpose). The cost of any removals or cleaning will be paid by the Tenant immediately on demand where responsibility can be identified;
- (f) not interfere with security or safety equipment in the Common Parts or allow any visitors or Members of the Tenant's Household to do so;
- (g) (and must procure that Members of the Tenant's Household and any visitors shall) only park in authorised parking spaces and must not park in a space allocated for a disabled resident or block roadways. The Tenant acknowledges that there is no parking space allocated with this Premises;
- (h) not keep or park (and must procure that Members of the Tenant's Household and any visitors do not keep or park) a bicycle or motorcycle or any other vehicle in any part of the Premises, the Building, on balconies or the Common Parts except in the bicycle sheds or areas clearly designated for such use by the Landlord;
- (i) report all damage and/or defects relating to the Premises to the Landlord in writing within five working days of the Tenant becoming aware of such damage and/or defects;
- (j) not allow anyone access to the Building unless they are known to the Tenant to be authorised occupiers or visitors or are there at the Tenant's invitation and with appropriate permission; and
- (k) be familiar with and comply with the Landlord's "Fire Evacuation Notice" at the Premises and adhere to fire safety instructions at all times.

#### 4.5 **Antisocial Behaviour**

4.5.1 The Tenant agrees with the Landlord that it shall:

- (a) not at any time cause or allow Members of the Tenant's Household or invited visitors to cause Anti-Social Behaviour or act in such a way that is likely to cause nuisance, annoyance or inconvenience to the Landlord or any person residing in, visiting or otherwise engaging in lawful activity in the locality of the Building; and
- (b) not loiter or play in the staircases or accesses to the Premises and shall procure that Members of the Tenant's Household and visitors do not do so.

#### 4.6 **Weapons**

The Tenant agrees with the Landlord that it shall not keep or allow to be kept in the Premises or the Building any weapons, including swords and crossbows, and including firearms of any description (guns, rifles, air rifles, pistols, automatic weapons) with or without shells or cartridges, or explosive devices of any nature. This Clause applies equally to those firearms covered by a special licence as well as to those not requiring any form of licence. Permission will not be granted by the Landlord to hold or store any guns weapons and cartridges on the Premises or in the Building.

#### 4.7 **Nuisance**

4.7.1 The Tenant shall not make any noise audible in the Building or outside the Premises between the hours of 10pm and 7am.

4.7.2 The Tenant shall not use drones (or other aerial devices) within the Premises (including any balconies), the Building or the Common Parts.

#### 4.8 **Harassment**

The Tenant shall not commit, threaten to commit (or allow Members of the Tenant's Household to commit or threaten to commit) any act which will cause or is likely to cause harassment on the grounds of race, colour, religion, sex, sexual orientation, disability or gender reassignment to any other tenant, member of another tenant's household, visitor, neighbour, Employee, agent or contractor of the Landlord in the Premises or in the locality of the Premises.

#### 4.9 **Non-assignment and visitors**

4.9.1 The Tenant agrees with the Landlord that it shall:

- (a) (this Tenancy Agreement being personal to the Tenant) not assign, sublet or part with or share occupation of the Premises or any part of it, except with Members of the Tenant's Household, without the prior written permission of the Landlord and subject to the Tenant paying any additional charges;
- (b) inform the Landlord of any visitor who is due to stay at the Premises for more than two weeks. Visitors should not remain at the Premises for more than two weeks without the Landlord's prior written permission;
- (c) not allow anyone to occupy the Premises whose immigration status does not permit them to rent property in the UK in accordance with the

Immigration Act 2014 and the Tenant will keep the Landlord informed in the event that the immigration status of any Members of the Tenant's Household or other permitted occupiers changes during the Term; and

- (d) not allow the Premises to be overcrowded as defined in Part X (ten) of the Housing Act 1985.

#### 4.10 **Access**

4.10.1 The Tenant agrees with the Landlord that it shall:

- (a) (subject to Clauses 10.3 and 10.4) allow the Landlord or any necessary contractors or workmen acting on behalf of the Landlord, access at all reasonable hours of the daytime to inspect the condition of the Premises and of the fixtures, Furniture and Effects, and to undertake annual inspections of any health and safety related items and to carry out repair or other works to the Premises or adjoining property; and
- (b) allow prospective tenants to view the Premises at reasonable times on reasonable notice during the final four months of the Term.

### 5 **ENDING THE TENANCY**

5.1 If the Tenant vacates the Premises before the end of the Term, the Tenant will remain liable for the Payable Rent, utility bills, other due bills and council tax (in accordance with Clauses 4.1 and 4.2) until a new tenant is found by the Landlord or until the end of the Term, whichever is the earlier.

5.2 At the end of the Term, the Landlord will arrange an appointment for a preliminary inspection and will advise the Tenant of any works required to bring the Premises to the standard required by this Tenancy Agreement, in compliance with the Tenant's obligations. On inspection by the Landlord, all rooms, walls and furniture must be clearly visible without obstruction. Where remedial works have not been adequately resolved by the Tenant, the Tenant will be advised of the cost to be recharged by deduction from the Deposit.

5.3 A further appointment will be made for a final inspection and collection of the keys. At this appointment the Tenant must take meter readings (which should be agreed with the Landlord) and must have notified the utility companies of their departure, together with a forwarding address and contact details.

5.4 Upon the ending of the Term the Tenant must:

- (a) give the Landlord vacant possession of the Premises apart from the Furniture and Effects (with any additions or replacements) as listed on the Inventory at the commencement of the Term;
- (b) leave all Furniture and Effects in good repair and condition;
- (c) leave all appliances clean and in good working order; and
- (d) leave clean all windows, loose covers, curtains, light fittings, bathroom and kitchen sanitary ware, flooring and walls. Where appropriate, this may include provision by the Tenant of professional dry cleaning of curtains and professional cleaning of carpets.

- 5.5 Any amounts in respect of any damage to the Premises or loss to the Landlord that are payable by the Tenant under the terms of this Tenancy Agreement (including in respect of time spent in administration or repairing cleaning or otherwise rectifying the position following the Tenant's breach of its obligations) will be charged in accordance with the Scale of Charges (where applicable) set out in Schedule 2.
- 5.6 The Tenant must return all keys, fobs or other access passes (including any to stores, Common Parts or parking areas) by noon (12pm) on the date the Term ends. Any missing items will be charged and recovered through the Deposit. Any damage or losses over the Deposit amount will be paid for by the Tenant.
- 5.7 The Landlord will not be responsible for anything left in the Premises after the Tenant has vacated the Premises.
- 5.8 In accordance with the Torts (Interference with Goods) Act 1977, the Landlord may remove, store, sell or otherwise dispose of any possessions which the Tenant refuses or fails to remove from the Premises at the end of the Term having taken reasonable steps to inform the Tenant of its intention to do so. The Tenant shall be responsible for any reasonable costs which the Landlord may incur and the Landlord shall be entitled to deduct such costs from the Deposit or make a charge to the Tenant.
- 5.9 After the end of the Term the Tenant is required to pay a sum equivalent to the Payable Rent in respect of any unauthorised period of occupation of the Premises by the Tenant.
- 5.10 If the Landlord wants the Tenant to leave the Premises at the end of the tenancy created by this Tenancy Agreement, the Landlord must:
- (a) give the Tenant at least two months' notice in writing before the end of the Term in accordance with section 21 of the Housing Act 1988; or
  - (b) seek possession on one or more of the grounds contained in Schedule 2 to the Housing Act 1988.

## 6 **RECOVERY OF POSSESSION DURING THE TERM**

- 6.1 If and whenever during the Term:
- (a) the Payable Rent or any other sum due under this Tenancy Agreement is unpaid for 21 days after becoming due whether formally demanded or not;
  - (b) the Landlord has evidence that the Tenant has misrepresented its Net Household Income;
  - (c) there is a breach by the Tenant of any obligation under or term of this Tenancy Agreement;
  - (d) the grounds for possession in the Housing Act 1988 Schedule 2 apply; or
  - (e) the Tenant becomes bankrupt, has an administration order made in respect of its assets, has a receiver appointed, makes an arrangement for the benefit of its creditors or has any distress or execution levied on its goods,

the Landlord may bring a court action to recover possession of the Premises. This Clause 6.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977.

## **7 VARIATIONS TO THE TENANCY AGREEMENT**

An administration charge of £100 + VAT will be made for any variations to this Assured Shorthold Tenancy Agreement requested by the Tenant and agreed to by the Landlord.

## **8 EMPLOYEE HOUSING OBLIGATIONS**

8.1 The Tenant shall keep the Landlord informed of any Change in Net Household Income from time to time and in any event confirm the Net Household Income to the Landlord:

- (a) on the expiry of the sixth month of the Term; and
- (b) at the request of the Landlord at any time, should the Landlord have reason to believe there has been a Change in Net Household Income.

8.2 The Landlord retains the right to require documentary evidence of all Net Household Income declared by the Tenant in the following forms:

- (a) P60s or equivalent forms for each UK tax paying party who is permitted to occupy the Premises under this Tenancy Agreement;
- (b) written evidence acceptable to the Landlord for each non-UK tax paying party who is permitted to occupy the Premises under this Tenancy Agreement; and
- (c) such other documentary evidence as the Landlord reasonably requests.

8.3 The Tenant shall immediately notify the Landlord of any Change in Net Household Income or if the Tenant ceases to be an Employee.

## **9 PAYABLE RENT VARIATIONS**

9.1 Upon becoming aware that the Tenant is no longer an Employee, the Landlord may increase the Payable Rent to the Open Market Rent for the period running from the date the Tenant ceases to be an Employee to the end of the Term by serving written notice on the Tenant.

9.2 Upon becoming aware of a Change in Net Household Income the Landlord may recalculate the Discount Rate applying the changed amount of Net Household Income and either increase the Payable Rent up to the lower of the Open Market Rent and the Discount Rate for the period running from the date of Change in Net Household Income to the end of the Term or decreasing the Payable Rent to the recalculated Discount Rate.

## **10 THE LANDLORD'S OBLIGATIONS**

10.1 The Landlord must keep the structure and exterior of the Premises and the Common Parts in good repair.

- 10.2 The Landlord must keep the installations for the supply of water, electricity and sanitation and installations for space heating or heating water in repair and in proper working order.
- 10.3 Where the Landlord is entitled to enter the Premises, the Landlord will normally give 24 hours' notice in writing (normally by email) of its intention to enter the Premises for this purpose, but immediate access may be required and shall be given by the Tenant in an emergency.
- 10.4 In an emergency, where the Landlord requires access immediately and cannot gain access in any other way, the Landlord may gain access to the Premises without the Tenant being present.

## 11 **THE DEPOSIT**

- 11.1 The Deposit is held by the Landlord. The Landlord is a member of the Tenancy Deposit Scheme.
- 11.2 Any interest earned on the Deposit will belong to the Landlord.
- 11.3 At the end of the Term, the Landlord shall be entitled to deduct and retain from the Deposit such proportion of the Deposit as may be reasonably necessary to cover:
- (a) any damage or compensation for damage to the Premises, its fixtures and fittings, Furniture and Effects, or for missing items, for which the Tenant may be liable subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Term, insured risks, and repairs that are the responsibility of the Landlord;
  - (b) the reasonable costs incurred in compensating the Landlord for or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement including those relating to the cleaning of the Premises, its fixtures and fittings, and the Furniture and Effects;
  - (c) any unpaid accounts for utilities or water charges or environmental services or other similar services or council tax incurred at the Premises for which the Tenant is liable; and
  - (d) any Payable Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Term.
- 11.4 The Deposit is safeguarded by the Tenancy Deposit Scheme which is administered by:

The Dispute Service Ltd.  
Unit 1 The Progression Centre  
42 Mark Road  
Hemel Hempstead  
Herts HP2 7DW  
Phone 0845 226 7837  
Web [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)



12        **THE END OF THE TERM**

12.1        The Landlord must tell the Tenant within 10 working days of the end of the Term if they propose to make any deductions from the Deposit.

12.2        If there is no dispute, the Landlord will keep or repay the Deposit according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

12.3        The Tenant should try to inform the Landlord in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord as due from the Deposit within 20 working days after the expiry of the Term or earlier determination of this Tenancy Agreement and the Tenant vacating the Premises. The 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, it may refuse to adjudicate in the matter.

12.4        If, after 10 working days following notification of a dispute to the Landlord (reasonable attempts having been made during that time to resolve any differences of opinion) there remains an unresolved dispute between Landlord and the Tenant over the allocation of the Deposit, the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with and to be bound by the adjudication.

12.5        The statutory rights of the Landlord and the Tenant to take legal action through the English courts remain unaffected by this Clause 12.

13        **INSURANCE**

13.1        The Landlord agrees to insure the Premises and the Furniture and Effects (but not the Tenant's personal possessions) with an insurance company of repute against fire, lightning, explosion, aircraft, riots, civil commotion, acts of terrorism, malicious damage, earthquake, storm, tempest, flood bursting, and overflowing of water pipes tanks and other apparatus and such other risks as the Landlord from time to time at his absolute discretion decides to insure against.

13.2        The Tenant must not do anything or fail to comply with any requirement as a result of which the policy of insurance effected by the Landlord under Clause 13.1 above may become void or voidable or the premium under such policy may be increased.

14        **LIMITATIONS ON THE LANDLORD'S LIABILITY AND INDEMNITY**

The Landlord will not be held liable for any damage or loss (however caused) including damage or loss to property caused by the negligence of the Landlord or its servants, representatives or agents in respect of any vehicle or bicycle parked in the Common Parts. Vehicles or bicycles are parked entirely at the owner's risk and all vehicles must be registered with the Landlord. Any abandoned, unauthorised or unclaimed bicycles in the bicycles sheds or areas designated for bicycle storage by the Landlord will be removed and disposed of following a period of notice.

15        **MISCELLANEOUS**

15.1        All sums due to be paid under this Tenancy Agreement are exclusive of VAT, and the Tenant must in addition pay VAT on those sums where appropriate, subject to the Landlord providing a valid VAT invoice.

- 15.2 None of the provisions of this Tenancy Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Tenancy Agreement
- 15.3 Any notice to be served on the Landlord or the Tenant may be served by registered post, recorded delivery, fax or email. If served on the Landlord, a notice should be served on the address mentioned in Clause 15.4, and if served on the Tenant should be served at the Premises or at the address of the Tenant mentioned on page 1 (Parties) of this Tenancy Agreement.
- 15.4 The Tenant is notified for the purposes of the Landlord and Tenant Act 1987 sections 47 and 48 that the Landlord's address for service of notices is the address stated in the Tenancy Particulars, or such other address as the Tenant shall be notified in writing by the Landlord.
- 15.5 It is agreed by the parties that personal information of the Tenant will be retained by the Landlord and may be used for administrative purposes and future addresses and contact details of the parties may be passed to third parties including authorised contractors credit and reference agencies local authorities service providers legal advisers debt collectors and given to the Inland Revenue or any person investigating a crime.

16 **GOVERNING LAW AND JURISDICTION**

- 16.1 This Tenancy Agreement and any non-contractual obligations arising out of or in connection with it (and, unless provided otherwise, any document entered into in connection with it) are governed by and construed in accordance with English law.
- 16.2 Unless otherwise specified in this Tenancy Agreement, any dispute arising out of or in connection with this Tenancy Agreement (or any document entered into in connection with it) shall be subject to the exclusive jurisdiction of the English Courts.

**Schedule 1  
Inventory**



## SCHEDULE 1: INVENTORY & SCHEDULE OF CONDITION

HOUSE NO: .....

Appendix Checked by: .....

Appendix

Appendix Date: .....

Appendix

Keys	Key Numbers
House Keys	
Door entry card	

**IMPORTANT: Check-in**

It is assumed that, at check-in, all clean items are, in good condition and/or working properly unless otherwise stated.

	Hallway	Check In	Check Out
	Walls and ceiling painted		
	Woodwork painted		
	Flooring - description		
	Front door and handle		
	x smoke detectors		
	x light shade		
	x coat hooks		
	Door mat		

	Kitchen/ Diner	Check In	Check Out
	Walls and ceiling painted ....		
	Woodwork - painted .....		
	Flooring - description		
	Door and handle		
	Window with one key		
	Smoke detector		
	Range of wall and floor kitchen units and three drawer units		
	Kitchen work-surface		

Inset stainless steel sink and drainer with hot and cold taps and 1 no. plug		
Oven		
Grill pan and wire rack		
Bosch fridge freezer		
Bosch dishwasher		
1 no. sofa- description		
Armchair description		
Storage units description		
Desk - description		
Office chair - description		
Oblong dining table		
4 no. chairs		
1 no. coffee table		
Ceiling light/ shade		
Fire blanket		
First Aid Kit		
Curtains		
Voile		
Set of 3 internal bins under unit		
<b>Utility cupboard</b>	<b>Check in</b>	<b>Check out</b>
Bosch washing machine		
Bosch tumble drier		
HTU		
<b>Bedroom 1</b>	<b>Check in</b>	<b>Check out</b>
Walls and ceiling painted white		
Woodwork painted white		
Flooring		
Door and handle		
1 no ceiling light fitting with paper shade		
Window with one key		
Curtains		
Storage		
Bedside storage		

<b>Bedroom two</b>	<b>Check In</b>	<b>Check Out</b>
Walls and ceiling painted white		
Woodwork painted white		
Carpet flooring-beige		
Door and handle		
2 windows with one key		
1 floor lamp		
2 no pairs of long curtains- grey		
2 no roller blinds-dark grey		
1 no. ceiling light fittings with paper		

	shade		
	Oil-filled radiator		
	1 no. double bed grey frame		
	1 no. double mattress (grey)		
	Easy chair and cushion- grey		
	Cube bedside cabinet- grey		
	1 no. chest of drawers (3 drawers) grey and white		
	Wall mirror (wall mounted)		
	Cupboard with shelf and rail, hook on the back of the door		

	<b>Bedroom Two (smaller bedroom)</b>	<b>Check In</b>	<b>Check Out</b>
	Walls and ceiling painted white		
	Woodwork painted white		
	Carpet flooring- beige		
	Door and handle		
	Window with one key		
	1 no pair of short curtains- red and white		
	Roller blind- grey		
	1 no. ceiling light fitting with paper shade		
	Oil-filled radiator		
	1 no. double bed dark wooden frame		
	1 no. double mattress (grey)		
	Floor lamp		
	Cube bedside cabinet		
	Large cupboard with shelf and hanging rail		

	<b>Bathroom</b>	<b>Check In</b>	<b>Check Out</b>
	Walls and ceiling painted .....		
	Woodwork painted ....		
	Flooring description		
	1 no. ceiling light fitting		
	Door and handle with key (hooks on back of door)		
	Bath with mixer tap, plug and chair attached		
	Shower		
	Stainless steel shower head and hose		
	Shower curtain		
	WC with seat and lid		
	White wash basin with hot and cold taps; pop up plug		
	Mirror-		
	1 no towel rail		
	Toilet roll holder		

	<b>Meter Readings</b>	<b>Check In</b>	<b>Check Out</b>
1			

2			
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Prior to the final inspection at the end of your tenancy, furniture must be moved back to its original position in the house as detailed in this inventory.

Please return this document to the Lodge Property Services within 2 working days and after making any additional notes of your own in the 'Check In' column. Please use an extra sheet if required.

If this inventory is not returned to Lodge Property Services within 2 working days, it will be assumed that you accept the house in its present condition and the Inventory and Schedule of Condition is correct.

This is a true and accurate record of the condition of the house.

Signed: ..... Date: .....

Print Name: .....

Return by email to [NWCresidences@admin.cam.ac.uk](mailto:NWCresidences@admin.cam.ac.uk) or by post to:

Lodge Property Services  
Gravel Hill Farm  
Madingley Rise  
Madingley Road  
Cambridge CB3 0FU

**Tel: 01223 746614**

**Schedule 2  
Scale of Charges**

**Scale of Charges 2017-8 (Guideline only)**

Item	Cost not including labour
Kitchen work surface	Up to £700 + VAT (based on a two bedroom flat, replacing one strip of work surface; removing and re-seating the sink and hob).
Electric hob	£135 + VAT
Ceramic hob	£275 + VAT
Electric oven	£290 + VAT
Grill pans and handles	£ 60 + VAT
Grill handle only	£ 12 + VAT
Extractor Hood	£125 + VAT
Extractor hood front buttons/glass	£ 20 + VAT
Bosch washer Drier	400.00 + VAT
Fridge/ Freezer	£200 + VAT
Dishwasher	£400 +VAT
Dining table	£400 + VAT
Dining chair	£120 + VAT
Double sofa	£450 + VAT
Single armchair	£350 + VAT
Desk with pedestal	£150 + VAT
Bookcase	£110 + VAT
Combined wall unit & bookcase	£380 + VAT
Coffee table	£100 + VAT
Double bed and single bed on glides	Double bed base - £200 + VAT (4' 6", split base) Double headboard - £50 + VAT  Single bed base - £120 + VAT (3' 0")

	Single headboard - £50 + VAT
Mattresses	Double - £175 + VAT Single - £150 + VAT
Wardrobe/ Combi Wardrobe	£400 + VAT
Chest of drawers	£250 + VAT
Bedside cabinet	£130 + VAT
Curtains ( large/medium)	£200/100 + VAT
Voile	£75.00
Wash basin	£300 + VAT
Bath	£400 + VAT
Basin taps	£90 + VAT
Toilet	£300 + VAT
Heated towel rail	£250 + VAT
Toilet seat	£ 40 + VAT
Shower assembly	£180 + VAT
Replacement laminate flooring	To be confirmed
Replacement vinyl flooring	£150 + VAT for 3 x 2 m
Furniture repairs (chips/scratches or stains)	£ 50 + VAT
Removal/Disposal of furniture	£150 + VAT
Furniture delivery charges	£ 50 + VAT
Lost keys and replacement locks	Up to £110 + VAT
Broken glass in windows	Up to £120 + VAT
Glass ceiling lightshade	£ 20 + VAT
Shaver light fitting	£ 80 + VAT
Unblocking pipes/drains	£100 + VAT



**Re-decoration**

Walls per metre	Prepare, apply 2 coats of emulsion - £10.00 per m <sup>2</sup> + VAT
Woodwork per metre	Prepare, apply 1 undercoat/1 gloss coat - £12.00 per m <sup>2</sup> + VAT
Ceilings per metre	Prepare, apply 2 coats of emulsion - £10.00 per m <sup>2</sup> + VAT

**Cleaning £50 per hour if Accommodation Service has to organise**

Bathroom (includes shower/bath, taps/sink, tiles, floor, and toilet)
Kitchen (includes fridge, floor, cupboards/drawers, unit-fronts, extractor hood and cooker)
Floor wash and vacuum; Walls & woodwork
Steam clean/shampoo carpets (1,2 or 3 bed)
Launder curtains
Steam clean upholstery - sofa, armchairs, dining chairs

**Signed on behalf of the landlord:**

\_\_\_\_\_

**Signed on behalf of the tenant(s):**

\_\_\_\_\_

**Date**

**Appendix 1**  
**Tenancy Deposit Scheme: Prescribed Information for Assured Shorthold Tenancies**



## Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the Landlord is required to give the following information to the Tenant and anyone who paid the Deposit on the Tenant's behalf within 30 working days of receiving the Deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the Deposit

a) The scheme administrator of the Tenancy Deposit Scheme is:

Unit 1 The Progression Centre

42 Mark Road

Hemel Hempstead

Herts HP2 7DW

Phone 0845 226 7837

Web [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)

b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.

c) The procedures that apply under the scheme by which an amount in respect of a Deposit may be paid or repaid to the Tenant at the end of the tenancy are set out in the Scheme Leaflet *What is the Tenancy Deposit Scheme?*, which accompanies this document.



d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

e) The procedures that apply where the Landlord and the Tenant dispute the amount of the Deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: <https://www.thedisputeservice.co.uk/>

f) The facilities available under the scheme for enabling a dispute relating to the Deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: <https://www.thedisputeservice.co.uk/>

**(i) The Deposit**

The amount of the Deposit paid is: **£0.00**

**(ii) Address of the property to which the tenancy relates**

**XXXXX, Cambridge**

**XXXXX**

**(iii) Details of the landlord(s)**

**Name** Lodge Property Services  
**Address** University of Cambridge, The Old Schools, Trinity Lane,  
Cambridge, Cambridgeshire, CB2 1TN  
**E-mail address** nwcresidences@admin.cam.ac.uk  
**Telephone** 01223 333316 Needs to be updated to NWC  
**Fax** 01223 338098



**(iv) Details of the Tenant(s)**

<b>Name(s)</b>	
<b>Address(es)</b>	
<b>E-mail address(es)</b>	
<b>Mobile number(s)</b>	
<b>Fax number(s)</b>	
<b>Contact details for the Tenant(s) to be used at the end of the tenancy</b>	
<b>Name(s)</b>	
<b>Address(es)</b>	
<b>E-mail address(es)</b>	
<b>Mobile number(s)</b>	

<b>Fax number(s)</b>	
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**(v) Relevant Person's contact details**

If there is a relevant person (i.e. anyone who has arranged to pay the Deposit on the Tenant's behalf) the details requested in **(iv)** must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

**(vi) Circumstances when the Deposit may be retained by the Landlord**

**The circumstances when all or part of the Deposit may be retained by the Landlords by reference to the terms of the tenancy are set out in clause 18 of the Tenancy Agreement.** No deduction can be paid from the Deposit until the parties to the Tenancy Agreement have agreed the deduction, or an award has been made by TDS or by the court.



**(vii) Confirmation**

The Landlord certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- I/We have given the Tenant an opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

**Signed by or on behalf of the Landlord:**

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The Tenant confirms that:

- I/We have been given the opportunity to read the information provided and
- I/We sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

**Signed by the Tenant(s):**

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Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

**Appendix 2**  
**The Government's "How to Rent" Booklet and Prescribed Information**

To be added

Can be downloaded from

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/496709/How\\_to\\_Rent\\_Jan\\_16.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/496709/How_to_Rent_Jan_16.pdf)

**Appendix 3**  
**Right to Rent Notice**

To be added

Can be downloaded from

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/529155/A\\_short\\_guide\\_on\\_right\\_to\\_rent\\_v2.1.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/529155/A_short_guide_on_right_to_rent_v2.1.pdf)