

## Common Law Sub-Tenancy Agreement Sulets All Inclusive (with utilities)

Tenancy Reference: [ref]

THIS AGREEMENT is made on the date and BETWEEN the Landlord and the Tenant specified below.

**Date** (Date of Signing)

**Landlord** Student Union Lettings Limited (Company No 08140750). The Landlord hereby gives the Tenant notice that, until the Tenant receives written notification of a different name or address for the Landlord, the address in England and Wales at which notices (including notices in proceedings) may be served on the Landlord is SULETS, Ground Floor, Campus Centre Building, Mill Lane, Leicester, LE2 7DR

**Tenant**

[name]	[name]
[address]	[address]
[address]	[address]
[address]	[address]
[address]	[address]

Note: If two or more persons are named above then their obligations to the Landlord shall be joint and several. This means that in addition to having collective responsibility, each of the persons named as Tenant is individually liable for the Tenant's Obligations in this Agreement

**Property** [address]

**Contents** The fixtures, fittings, furniture, carpets, curtains, keys and any other items provided by the Landlord for the Tenant's use during the Tenancy Period (the items provided at the start of the tenancy being listed in the inventory given to the Tenant).

**Deposit** A deposit of £[amount] to be paid by the Tenant to the Landlord as security for the performance of the Tenant's obligations and the discharge of the Tenant's liabilities in connection with this Agreement.

**Tenancy Period** From 2.00 pm on [date] to 10.00 am on [date] both dates inclusive.

**Rent and Payment Dates**

The Rent is payable in the following instalments. The 'From' date is the date payment is due:

Payment Date	Amount Due
01/07/2020 (Start of Tenancy)	Single payment of £[amount]
30/08/2020	Single payment of £[amount]
22/10/2020	Single payment of £[amount]
20/01/2021	Single payment of £[amount]
04/05/2021	Single payment of £[amount]

If the Tenancy Period is for 56 weeks, then during the first 8 weeks of the Tenancy Period the Property is reserved for and let to the Tenant but during those 8 weeks:

- no rent is charged;
  - the Landlord is liable to pay the outgoings on the Property if it is not occupied by the Tenant;
  - the Landlord is entitled to carry out any works of cleaning, maintenance, repair or renewal;
  - the Tenant must not occupy the Property or store possessions there unless the Landlord gives written consent;
  - the Tenant's Obligations are modified accordingly.
- the Tenant may move into the property on 30/08/2020**

If the Tenancy Period is for 48 weeks or fewer, the Tenant may occupy, and must pay Rent and outgoings on the Property throughout the Tenancy Period.

## **AGREEMENT TO CREATE A TENANCY**

The Landlord agrees to grant and the Tenant agrees to take a tenancy of the Property for the Tenancy Period at the Rent on the Standard Letting Terms, as varied or supplemented by any Special Letting Terms, in this Agreement. The tenancy will include the Contents and any rights normally associated with the Property, unless these are excluded by the Special Letting Terms.

The Landlord's agreement to grant a tenancy is conditional on the Tenant providing a guarantor who is reasonably satisfactory to the Landlord and the guarantor signing and returning to the Landlord the guarantee agreement attached to this Agreement. The Landlord has the discretion to waive this requirement if it sees fit.

The Landlord agrees to comply with the Landlord's Obligations and the Tenant agrees to comply with the Tenant's Obligations throughout the Tenancy Period and at any other time when the Tenant is in occupation.

This agreement is for a letting by a specified institution to a student at a specified educational institution, which means that the tenancy will not be an assured shorthold tenancy (by virtue of paragraph 8 of schedule 1 of the Housing Act 1988). **The tenancy will not be an assured shorthold tenancy** and this means that:

- During the Tenancy Period the Landlord will be entitled to seek possession on any of the grounds stated in this Agreement and the Landlord is not restricted to the grounds set out in schedule 2 of the Housing Act 1988.
- To terminate the tenancy at the end of the Tenancy Period, there is no need for the Landlord to serve notice seeking possession and the Tenant does not need to serve notice to quit.
- The Landlord does not have an obligation to protect the Deposit in an authorised tenancy deposit protection scheme.

## **STANDARD LETTING TERMS**

In this Agreement:

- (a) provisions relating to the Property apply to every part of it, unless specified to the contrary under section E, and to its fixtures, fittings, decorations and the Contents;
- (b) when two or more persons are named in this Agreement as the "Tenant" each of them individually is liable for the Tenant's Obligations, as well as having collective or joint responsibility (further details are given in Section E);
- (c) the headings are only for convenience and are not part of the Letting Terms;
- (d) if the Landlord holds the Property on a lease, the Landlord will have met the Landlord's Obligations if they are fulfilled by the superior landlord;
- (e) a reference to the Landlord includes any person who is from time to time entitled to receive the Rent;
- (f) any reference to legislation is a reference to that legislation as amended or re-enacted from time to time;
- (g) where matters in this Agreement require permission, approval, consent, agreement or similar, such permission etc shall be recorded in writing.
- (h) unless the Landlord releases the Tenant from this Agreement earlier in writing, the Tenant must comply with the Tenant's Obligations until they vacate the Property, or until the end of the Tenancy Period, whichever is the later.

### **A: LANDLORD'S OBLIGATIONS**

#### **A1. Occupation by Tenant**

The Landlord will give the Tenant exclusive uninterrupted occupation of the Property, together with the exclusive use of the Contents during the Tenancy Period provided that the Tenant complies with the Tenant's Obligations in this Agreement.

#### **A2. Main repairs**

The Landlord will maintain the Property and its Contents in good repair but shall be entitled to claim from the Tenant the costs of repairing or replacing anything which the Tenant or the Tenant's visitor damages (unless the damage is due to fair wear and tear or the Landlord is paid for the damage by its insurer).

#### **A3. Payment of bills**

The Landlord will pay for the supply of electricity, water, gas (where connected) and standard internet service to the

Property, subject to the Tenant's obligation to pay for excessive consumption, as set out in clause B4.

#### **A4. Insurance**

The Landlord will:

- (a) arrange for the Tenant's possessions to be insured (the terms, limitations and exclusions of the policy can be viewed at <http://www.sulets.com;>)
- (b) arrange (through the owner of the Property) for the Property to be insured;
- (c) use reasonable efforts to arrange for damage or disrepair caused by an insured risk to be remedied as soon as reasonably practicable; and
- (d) refund to the Tenant a fair proportion of Rent paid for any period in which the Property (or part of it) is uninhabitable or inaccessible as a result of damage by an insured risk

but (c) and (d) will not apply to the extent that the insurer refuses to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations in this Agreement.

#### **A5. Keys**

The Landlord will supply a set of keys to each person named as Tenant on this Agreement. The Landlord is under no obligation to fit a lock to a bedroom door if it does not already have one.

#### **A6. Deposit**

A6.1 The Landlord shall be entitled to deduct from the Deposit:

- (a) unpaid Rent;
- (b) the proper and reasonable cost of remedying breaches of any of the Tenant's Obligations in this Agreement (including amounts payable under clause B3 to B5); and
- (c) compensation for the Tenant's use and occupation of the Property if the Tenant fails to vacate at the end of the Tenancy Period.

A6.2 The Landlord will refund the Deposit (or any remaining balance, as the case may be) to the Tenant after the Tenant has vacated the Property.

### **B: TENANT'S OBLIGATIONS**

#### **B1. Payment of Deposit**

B1.1 The Tenant agrees to pay the Deposit to the Landlord on or before the date of this Agreement in cleared funds to the Landlord's nominated bank account (see clause B2).

B1.2 If the Landlord agrees to conclude this Agreement before the Deposit has been received in full, the Landlord may terminate this Agreement by giving notice to the Tenant at any time before the Tenant has either:

- (a) paid the full Deposit; or
- (b) begun occupation of the Property.

#### **B2. Payment of Rent**

B2.1 The Tenant will pay the Rent in pounds sterling to the Landlord in instalments on or before the Rent Payment Dates as set out in this Agreement.

B2.2 The Tenant will pay the Rent either online at [www.sulets.com](http://www.sulets.com) or by bank transfer to the following account (or other account as may be nominated by the Landlord from time to time):

Account name: Student Union Lettings Limited;  
Account number: 10301470  
Sort Code: 16 -23-21

### **B3. Default Charge for Late Payment of Rent**

The Tenant agrees to pay a default charge if any instalment of Rent has not been paid in full within 14 days from and including the applicable Payment Date. The default charge will be interest at the rate of 3% per annum above the base rate of the Bank of England from time to time on the unpaid amount from the date that amount became due until the date it is paid.

### **B4. Compensation for breach**

- B4.1 The Landlord may claim damages (compensation) from the Tenant for losses suffered and expenses incurred as a result of the Tenant's failure to comply with the Tenant's Obligations in this Agreement. The amount the Landlord is entitled to claim is the amount that would (as far as money can do that) put the Landlord in the same position the Landlord would have been in if the Tenant had complied with the Tenant's Obligations PROVIDED THAT the Landlord takes reasonable steps to keep losses and expenses at a reasonable level and acts properly and reasonably in response to the Tenant's breach.
- B4.2 Claims for compensation may include (but are not limited to) the cost of cleaning if the Tenant fails to do it, the cost of repairing and re-decorating if the Tenant has failed to take proper care of the Property and Contents, and the Landlord's costs of taking professional advice and (where reasonable) taking action to enforce the terms of this Agreement against the Tenant.
- B4.3 The Tenant is not liable to pay the Landlord compensation for damage caused by fair wear and tear and the Landlord must take into account the age and condition of the Property and Contents at the start of the tenancy when assessing any claim for compensation.
- B4.4 Provided the insurer does not refuse to pay because of something the Tenant has done, or has not done, the Tenant will not be liable to compensate the Landlord for damage caused by a risk that this Agreement requires the Landlord to insure against.
- B4.5 If the Tenant loses a key or other security device giving access to the Property, the Tenant will be liable to pay the Landlord a default charge equal to the amount reasonably incurred by the Landlord (as supported by written evidence) in replacing the missing item. (Compensation may be payable to the Landlord for keys that need replacing because they have been damaged, but not for keys that have become faulty without mis-use).
- B4.6 If the Landlord gives the Tenant written notice requiring the Tenant to rectify any breach of the Tenant's Obligations, the Tenant will ensure compliance within the timescale specified in the notice (which may be immediately). If the Tenant does not comply within the specified timescale, then the Landlord (and workers authorised by the Landlord) shall be entitled to enter the Property on giving 24 hours' notice (or no notice in an emergency situation) and carry out all work reasonably necessary to achieve compliance. The Landlord will then be entitled to claim the proper and reasonable costs of the work that has been from to the Tenant, including callout charges which the Landlord incurs if the Tenant refuses access or fails to keep an appointment after being given proper notice.

### **B5. Outgoings**

- B5.1 The Tenant will promptly pay (if and when due) all charges relating to the Tenant or the Property during the Tenancy Period for:
- (a) communications services (telephone, internet, cable TV, satellite TV) to the extent these are over and above the Landlord's standard internet package;
  - (b) council tax (if any is payable);
  - (c) a television licence if the Tenant or their visitors watch or record programmes at the Property as they are being shown on television, or live on an online TV service, or if they download or watch download or watch BBC programmes on iPlayer on any device whilst at the Property;

PROVIDED THAT if the Tenancy Period is for 56 weeks, then during the first 8 weeks of the Tenancy Period the Tenant shall only be liable to pay outgoings on the Property for the days that the Tenant is in occupation.

- B5.2 If the Landlord makes any payment in respect of the items listed in clause B5(a), the Tenant will reimburse the Landlord within 14 days of the Landlord's written request, accompanied by evidence of payment.
- B5.3 The Rent includes an amount that the Landlord considers to be a reasonable allowance for electricity, drainage, water, gas (if connected) and internet service supplied to the Property during the Tenancy Period, based on the Property's billing history, the number of occupants, use of the Property as a private dwelling, and on the assumption that some properties will use slightly more, and some slightly less than the average. If the utility bills for the Property during the Tenancy Period are significantly higher than in previous years, or significantly higher

than in comparable properties, the Tenant will pay the Landlord the difference between the allowance and the utility bills within 14 days of the Landlord's invoice. The allowance for the gas and electricity usage will be capped at £500 per tenant, for the Tenancy Period and the Tenant will be able to monitor their usage via their Property Management Officer during the Tenancy Period. The Landlord will not refund Rent if the consumption is lower than average.

## **B6. Use of the Property and Contents**

B6.1 Within 3 days of taking occupation the Tenant will check the inventory and report any defects or discrepancies to the Landlord. If the Tenant does not do this, the Tenant may find it difficult to prove at the end of the tenancy that any damage or defect was not their fault.

B6.2 The Tenant will (and will ensure any of the Tenant's guests or visitors will):

- (a) use the Property and the Contents carefully and properly, and only for their intended purpose;
- (b) not cause any damage, and will keep the inside of the Property, and the Contents, in as good and clean condition as they were in at the start of the Tenancy Period;
- (c) take reasonable precautions to prevent water leaks in or from the Property; not leave the Property unoccupied when external temperatures are likely to fall below 3°C without keeping the Property properly heated to prevent damage by freezing; and not block or put harmful, toxic or damaging substances into the sinks, baths, lavatories, cisterns or waste or soil pipes in the Property or allow them to overflow;
- (d) not bring any dangerous substances or items onto the Property or do anything which would be expected to invalidate the Landlord's insurance of the Property, or entitle the insurers to refuse a claim or increase the premium;
- (e) not leave the entrance of the Property unlocked or windows open when there is nobody present or leave the Property unoccupied for more than three weeks without first notifying the Landlord;
- (f) not add any locks or change any of the locks of the Property or have any duplicate keys made without the Landlord's prior permission, which will not be unreasonably withheld, and return all keys to the Property at the end of the Tenancy Period;
- (g) not keep any animal in the Property without the Landlord's permission, which does not have to be given unless the animal is trained to assist with a disability, and which may be withdrawn if the animal causes damage or is a nuisance, and to pay for any damage caused by an animal which the Tenant allowed into the Property;
- (h) pay for any Contents which are damaged, destroyed or lost during the Tenancy Period and pay for any components of the gas, electrical, heating or other appliances which become defective due to misuse;
- (i) promptly notify the Landlord if any glass is broken and pay for the damage if it was caused by the Tenant or by anyone at the Property with the Tenant's permission;
- (j) promptly, fully and accurately notify the Landlord of any disrepair at the Property for which the Landlord is responsible, and to attend any agreed appointments or emergency callouts initiated by the tenant with workmen or contractors and to allow access for the workmen or contractors for the purposes of dealing with the disrepair;
- (m) ensure that rubbish does not accumulate at the Property, and on collection days put out and bring in the bins; keep the bins clean, and contact the local authority for a replacement if a bin goes missing;
- (n) comply with all laws whilst at the Property and with such of the recommendations of utility suppliers and insurers as may be communicated to the Tenant;
- (o) not smoke or permit smoking in the Property.

B6.3 The Landlord will be entitled to claim from the Tenant compensation for damage, breakages, destruction, missing or lost items, or defects arising as a result of the failure of the Tenant or their visitor to comply with sub-clauses (a) to (n) above but as long as the tenant complies with sub-clauses (a) to (n) above the Tenant shall not be responsible for fair wear and tear caused by normal use or where the Landlord's insurer has paid for the damage.

## **B7. Allow entry by the Landlord**

The Tenant will allow the Landlord (and anyone whom the Landlord has authorised) at all reasonable times during the Tenancy Period, after 24 hours' prior written notice (or without notice and at any time where there is an emergency or the

need for urgent repair) to enter the Property for the purpose of:

- (a) carrying out the Landlord's Obligations in this Agreement, to the extent that entry is required for that purpose;
- (b) examining the state and condition of the Property and of the Contents and assessing the Tenant's compliance with the Tenant's Obligations in this Agreement;
- (c) rectifying any breach of the Tenant's Obligations if the Tenant has failed to put the breach right after being asked to do so (including, but not limited to, cleaning, maintenance or repair);
- (d) showing the Property to prospective tenants or purchasers

**B8. No assigning or underletting etc.**

The Tenant will not:

- (a) assign, underlet, charge or part with possession of the whole or any part of the Property, except with the explicit prior written consent of the Landlord;
- (b) take in lodgers or have paying guests (including those who have booked through an intermediary);
- (c) share occupation or possession of the Property with any person not named as Tenant in this Agreement;
- (d) sell, charge or otherwise dispose of, or part with possession of, any of the Contents.

**B9. Private residential use only**

The Tenant will not carry on any business whatsoever at the Property but will use it only as a private residence and place of study.

**B10. Proper conduct**

The Tenant will not:

- (a) do anything at the Property which is illegal or generally considered to be immoral, or cause a nuisance, disturbance or annoyance to others;
- (b) display any poster, flag, notice or similar that can be seen from the outside of the Property;
- (c) make excessive noise at any time, or any noise after 11pm which is likely to cause disturbance or annoyance to others, including occupiers of adjoining properties;
- (d) not bring to the Property any weapons or replica weapons, or any controlled drugs or illegal substances.

**B11. No alterations**

The Tenant will not

- (a) alter, or add to, or fix anything to the Property internally or externally;
- (b) decorate the exterior of the Property;
- (c) change the décor, fixtures or furnishings inside the Property (except to replace with similar where the originals have been damaged);
- (d) erect any external aerial, satellite dish, or communications apparatus;
- (e) install any cabled services to the Property without the Landlord's prior written consent (which the Landlord does not have to give, and which, if given, may be subject to conditions such as reinstatement).

## **B12. Pass on notices**

The Tenant will promptly give to the Landlord a copy of any letter, notice, order or legal proceedings relating to the Property received by the Tenant.

## **B13. Obligations at the end of Tenancy Period**

At the end of the Tenancy Period (or at the end of the tenancy, whichever occurs first) the Tenant will:

- (a) leave all the Contents in the same rooms in the Property as they were in at the start of the tenancy;
- (b) remove all the Tenant's personal belongings and rubbish from the Property (a reasonable amount of rubbish may be left in the outdoor bin for collection by the local authority, but rubbish that will not fit in the bin must be removed from the Property);
- (c) leave the Property and Contents in no worse state of cleanliness and repair than they were in at the start of the tenancy (which, unless there is strong evidence to the contrary, shall be presumed to be a good, clean lettable condition);
- (d) give up the Property with vacant possession;
- (e) return to the Landlord all keys and any other security devices to the Property.

## **B14 Abandoned possessions**

- B14.1 The Landlord may remove from the Property any item that the Tenant (or anyone else) left in the Property after vacating.
- B14.2 Unless an item is obviously of value, the Landlord will presume that the Tenant intended the Landlord to dispose of it and accepted liability to reimburse the Landlord for the costs of disposal arising from the Tenant's failure to remove the item from the Property. Neither the Landlord nor the Landlord shall be liable if the Landlord mistakenly underestimates the value of an item.
- B14.3 If an item is obviously of value, the Landlord will use reasonable endeavours to contact the Tenant to arrange for the item to be collected or delivered. If the Tenant has not collected the item, or arranged and paid for its delivery within 2 weeks after vacating, the Landlord may dispose of the item as it sees fit, including sale without liability to the owner of the item.
- B14.4 The Landlord will hold any net proceeds of sale (after deducting reasonably incurred costs of storage and disposal) for a period of 1 month from the date the Tenant vacated. If the Tenant has not claimed the proceeds within that time, the Landlord may deal with the proceeds as it sees fit, without liability to the Tenant. If the item did not belong to the Tenant, the Tenant will be liable to meet any claim by the owner.

## **C: TERMINATION**

### **C1. Termination by the Landlord**

- C1.1 The Landlord is entitled to terminate this Agreement at any time during Tenancy Period by serving notice to that effect on the Tenant or by forfeiture if:
  - (a) the Landlord has not received in full any instalment of the Rent within 28 days after it has fallen due; or
  - (b) the Tenant is in serious or persistent breach any of its obligations in this Tenancy Agreement; or
  - (c) the Tenant (without making arrangements with the Landlord) leaves the Property vacant or unoccupied for more than three weeks.
- C1.2 The Landlord is entitled to terminate this Tenancy Agreement at any time after the start of the Tenancy Period if the Tenant has not taken possession of the Property or made written arrangements with the Landlord for late arrival. The Landlord will normally only terminate this Tenancy Agreement in those circumstances if the Landlord is able to let the Property to a suitable replacement. The Tenant will remain liable to pay Rent and all other sums due under this Agreement from the start of the Tenancy Period until the date the replacement (if one can be found) assumes responsibility for the Property.

### **C2. Termination by the Tenant**

- C2.1 In this Agreement the Tenant agrees to take a tenancy of the Property and pay the Rent throughout the Tenancy

Period. There is no cooling-off period or automatic right for the Tenant to cancel this Agreement. It is the Tenant's responsibility to make sure that the Property is suitable for their needs, and that they are willing to pay the Rent for the full Tenancy Period. The Landlord will not make any refund, allowance or concession against the Rent unless the Landlord is in serious or persistent breach of the Landlord's Obligations in this Agreement.

- C2.2 If the Property is not fit for habitation and available with vacant possession for the Tenant's occupation within 8 weeks after the start of the Tenancy Period (where the Tenancy Period is for 56 weeks) or on the first day of the Tenancy Period (where the Tenancy Period is for 48 weeks or fewer) the Tenant shall be entitled to terminate this Agreement by giving the Landlord written notice to that effect.
- C2.3 If any one or more of the Tenants seeks consent to leave the Property before the end of Tenancy Period, the Landlord may (entirely at their discretion) either:
- (a) Refuse the request, in which case the Tenant will remain bound by this Agreement; or
  - (b) Agree to a surrender of the tenancy and agree to grant a new tenancy to the remaining and/or replacement occupiers on similar terms to this Agreement; or
  - (c) Agree to release any one of the Tenants from their obligations in this Agreement without releasing the other Tenants.
- C2.4 Any agreement by the Landlord under clause C2.3(b) or (c) above, may be subject to any or all of the following conditions:
- (a) the leaver must find a replacement student occupier(s) who is reasonably acceptable to the Landlord and the remaining occupiers;
  - (b) the continuing and any replacement occupiers must sign an agreement in similar terms to this Agreement for a period lasting at least until the end of the Tenancy Period;
  - (c) before the new agreement mentioned in (b) above comes into effect, and before any replacement occupier moves into the Property, the Tenant must compensate the Landlord for or rectify to the Agent's reasonable satisfaction all subsisting breaches of the Tenant's Obligations in this this Agreement;
  - (d) any departing occupier, continuing occupiers and any replacement occupier must have agreed and noted in writing how the Deposit is to be dealt with;
  - (e) the Tenant must pay the Landlord's costs in consideration of the early termination of the tenancy at the Tenant's request, but the amount claimed must not be higher than the loss suffered by the Landlord as a result of the termination of the tenancy, including any payment to the Agent in consideration of arranging the termination of the tenancy;
  - (f) the Tenant will only be released from their obligations from the point where the Landlord re-lets the Property, so that termination produces no financial loss to the Landlord.

### **C3. Effect of Termination**

- C3.1 Early termination of this Agreement by either party does not release the Landlord or the Tenant from liability for any breach of the terms of this Agreement before it was ended.
- C3.2 Early termination of this Agreement by the Landlord:
- (a) ends the Tenant's contractual right to remain in the Property;
  - (b) does not affect the Tenant's statutory rights; and
  - (c) does not end the Tenant's liability to comply with the Tenant's Obligations until the Property is returned to the Landlord with vacant possession.

### **D: GUARANTEE**

- D1 This Agreement is conditional on the Tenant (and if the Tenant consists of more than one person, then each of them) providing a signed guarantee agreement within 14 days of the date of this Agreement.
- D2 The guarantee agreement shall be in the Landlord's standard form, a copy of which is attached to this Agreement, and must signed by a person who is reasonably acceptable to the Landlord to act as guarantor.
- D3 The Landlord may in its discretion waive the obligation to provide a guarantee agreement. The Tenant shall not



be entitled to cancel this Tenancy Agreement on the grounds that the Tenant has not provided a guarantee agreement.

- D4 If the Tenant (and if more than one person, each of them) has not provided the signed guarantee agreement within 14 days of the date of this Agreement the Landlord shall be entitled (but not obliged) to terminate this Agreement by giving written notice to the Tenant to that effect PROVIDED that such notice is given before the Tenant takes possession of the Property.

#### **E: NOTICES**

E1 Notices given for the purposes of this Agreement must be in writing (which, apart from service of legal proceedings, includes email and text message) and shall be validly served:

- (a) on the Tenant if left at the Property addressed to the Tenant, or sent by first class post to the Tenant at the Property, or at the home address given for the Tenant in this Agreement, or at such other address (or in the case of email or text message such email address or telephone number) as the Tenant may have notified in writing to the Landlord;
- (b) on the Landlord if hand-delivered or sent to the address given for the Landlord on the first page of this Agreement or such other address (or in the case of email or text message such email address or telephone number) as the Landlord may subsequently have notified in writing to the Tenant.

E2 A notice served by the Landlord on any one of the people named as Tenant shall be treated as being served on all other persons named as Tenant.

#### **F: IF THE PROPERTY BECOMES UNFIT FOR HABITATION**

F1 This section G applies if the Property is damaged so that it is not reasonably fit for habitation, as long as the damage was not caused by the Tenant (or anyone else at the Property with the Tenant's permission).

F2 The Tenant shall remove the Tenant's possessions from the Property within a reasonable time of the Landlord's request if that is necessary to facilitate reinstatement of the Property.

F3 The Landlord shall use reasonable endeavours to reinstate the Property as soon as practicable.

F4 The Landlord shall not be liable to the Tenant for removal or travel expenses, personal injury or damage to the Tenant's possessions unless attributable to the Landlord's negligence.

F5 The Landlord will refund to the Tenant any Rent the Tenant has paid in respect of any period for which the Property is uninhabitable or inaccessible as a result of the damage (but excluding any period for which the Landlord pays for or provides temporary accommodation);

#### *Suitable alternative accommodation*

F6 The Landlord shall use reasonable endeavours to offer the Tenant suitable alternative accommodation and if suitable alternative accommodation is offered within 2 days of the damage occurring, the Tenant shall take it. This Agreement shall continue to apply to the alternative accommodation for as long as the Tenant occupies it.

F7 The Tenant will resume occupation of the Property within 7 days of the Landlord notifying the Tenant that the Property has been reinstated and is fit for beneficial occupation and use as a dwelling.

#### *No suitable alternative accommodation*

F8 If the Landlord is not able to offer the Tenant suitable alternative accommodation, or is not able to offer it immediately, the Landlord will reimburse the Tenant for the cost of up to 3 nights' stay at a Travelodge, Premier Inn or other establishment at a similar price immediately after the damage occurred, payment to be made within 14 days of the Tenant providing the Landlord with the hotel's invoice.

F9 The Landlord shall have no further obligation to provide the Tenant with alternative accommodation whilst the Property is not reasonably fit for habitation.

#### *Right to terminate this Agreement*

F10 If the Tenant makes his/her own arrangements for alternative accommodation before the Landlord offers the Tenant temporary accommodation, the Tenant will notify the Landlord and on receiving such notice the

Landlord will release the Tenant from future obligations under this Agreement.

- F11 If the Landlord provides alternative accommodation but the Property has not been reinstated within 6 weeks of damage, either party may give written notice to the other to end this Agreement and on the giving of such notice this Agreement and the tenancy will terminate (but without prejudice to the rights and obligations of the parties that had arisen before the date of termination). The Landlord will refund to the Tenant any Rent the Tenant has paid in respect of any period after termination (if it has not already done so).
- F12 If the Property is partially damaged by an insured risk, but some or all of it remains reasonably fit for habitation, the parties will co-operate with each other to apply the intent of clauses G2 to G11. Clause G11 shall apply if the kitchen, bathroom or more than two bedrooms have not been reinstated within 6 weeks of the damage.

**G: SPECIAL LETTING TERMS**

[Special lettings terms]

**SIGNED for and on behalf of the  
LANDLORD**

**SIGNED by the TENANT**

[Guarantor name and address]

[date]

Dear [Guarantor Name]

**Re: [property]**

We understand that you have agreed to act as guarantor for [Tenant's Name] in relation to the tenancy for the above property.

Enclosed is a copy of the tenancy agreement for your records. You should read this carefully, as it sets out the tenant's obligations that you are being asked to guarantee.

Also enclosed is a guarantee agreement.

In the designated boxes on this agreement please state the Tenant's name, your relationship to the Tenant, then sign and date the guarantee agreement.

The offer of a tenancy agreement is conditional on you completing and returning the guarantee agreement by the deadline. If you do not do this, the property may be offered to someone else.

Thank you for your cooperation.

Yours sincerely

Sulets DMU  
Ground Floor  
Campus Centre Building  
Mill Lane  
LE2 7DR

**GUARANTEE AGREEMENT for residential lettings**

**Landlord(s)** [name and address]

**Tenant** [name and address]

**Property** [address]

**Tenancy Period** From [date] to [date] inclusive

**Guarantor's Name and Address**

[Guarantor's Name and Address]

**Guarantor to complete**

Name of the person whose obligations are being guaranteed

\_\_\_\_\_  
Guarantor's relationship to that person

**IMPORTANT – THIS IS A LEGALLY BINDING DOCUMENT - PLEASE READ BEFORE SIGNING AND TAKE ADVICE IF NEEDED**

In consideration of the Landlord agreeing to grant a tenancy of the Property to the Tenant for the Tenancy Period, I (the above-named Guarantor) agree to act as guarantor for the person whose name I have written in the box above.

I confirm I have received and had an opportunity to read a copy of the tenancy agreement setting out the main terms agreed between the Landlord and the Tenant.

I will do my best to ensure that the Tenant pays the Rent and performs and observes the Tenant's Obligations in the tenancy agreement (and in any agreement that may replace it under clause C2.1(b)) throughout the Tenancy Period and any period during which the Tenant has a statutory right to occupy the Property, whether or not they are living in the Property.

If the Tenant does not pay the Rent and/or does not observe and perform the Tenant's Obligations, I guarantee that I will pay to the Landlord the Rent and any default charges, damages and other sums the Tenant is liable to pay to the Landlord under the tenancy agreement.

I also promise to indemnify the Landlord against (reimburse) the losses suffered and the expenses incurred by the Landlord as a result of the Tenant's failure to comply with the Tenant's Obligations including (but not limited to) remedying the Tenant's breach, or in connection with or in contemplation of enforcing the Landlord's rights and the Tenant's Obligations, the fees of professional advisors, court fees, and the fees of bailiffs and/or enforcement officers and loss of profit if (due to the Tenant's default) the Property is not fit to re-let immediately at the end of the Tenancy Period or cannot be re-let (despite reasonable efforts) after the Landlord has lawfully terminated the Tenancy Agreement.

I guarantee to pay the Landlord within 14 days of demand (which demand must include an explanation of the amount claimed, with written evidence where applicable) and I agree to pay interest at the rate of 3% above the base rate of the Bank of England on such sums as remain unpaid after 14 days.

If the Tenant consists of more than one person, this guarantee is limited to the obligations of the person whose name I have written in the box above, such that:

- if the person I am guaranteeing has paid the rent and any damages attributable to their room or their behaviour I shall not be liable to pay for the same thing; and
- my liability in this guarantee and indemnity for the shared areas is limited to the total liability under the tenancy agreement, divided by the number of persons comprising the Tenant.

**SIGNED** by the Guarantor

**DATE** of signing