

AGREEMENT FOR AN ASSURED PERIODIC TENANCY

For letting furnished dwelling house/apartment on an Assured Periodic Tenancy

THIS TENANCY AGREEMENT IS BETWEEN

Landlord name here

of 30 Headingley Lane Leeds LS6 2AS Tel. 0113 2782201

And

Name(s) of Tenant(s) – Tenant name here

Address of the property – Address of property here

Together with the Fixtures, Furniture and Effects therein and more particularly specified in the Inventory thereof signed by the parties (if supplied).

The Property is let by the Landlord to the Tenant for the Term.

The Tenant is first entitled to take possession of the Property on the Commencement Date and thereafter from month-to-month and until terminated by either party serving a notice on the other in accordance with this Agreement

Commencement date – Start date here

Payment of rent for the premises

It is agreed as follows:-

£ PRICE PER MONTH FOR WHOLE PROPERTY

£ TOTAL BOND FOR WHOLE PROPERTY

Until the Deposit has been paid in full it will be held as a holding deposit.

Once it is paid in full the Deposit will be held in the Tenancy Deposit Custodial Scheme

All the above elements are recoverable by the Landlord/Lady as rent, which is payable monthly in advance, or quarterly (students only) on the 22nd June, 22nd September, 22nd December & 22nd March or 12 months in advance with 3% discount. Please see details on Standing Order Mandate

TENANCY DEPOSIT SCHEME PROVISIONS

1. The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. This means that the Agent cannot part with the Deposit except as agreed between the Landlord and the Tenant or as ordered by the court. If the Property is sold or where the Agent manages the Property if he ceases to manage it the Agent may pay the Deposit to the person who is a member of the Tenancy Deposit Scheme (operated by the Dispute Service) to arrange to protect it under one of the other authorized tenancy deposit protection schemes even though the Agent holds the Deposit as Stakeholder.

2. The Deposit as security for the Landlord in respect of:-

- (a) Any instalment of rent or any other monies payable under this Agreement, which may be due but remain unpaid.
- (b) Reasonable compensation for any damage to the Premises or the fixtures and fittings, which the Tenant may be liable.
- (c) Any unpaid accounts for electricity or gas or water charges Consumed by the Tenant in the Premises.
- (d) Reasonable compensation for any other breach on the part of the Tenant of the Tenant's agreements and obligations under this Agreement.

3. The Landlord reserves the right to withhold the Deposit until the Landlord is satisfied that any charges payable by the Tenant in respect of gas, water or electricity for the Premises have been paid in full.

4. At the end of the Tenancy the following provisions shall apply:

- (a) The Landlord must tell the Tenant within 30 working days of the end of the tenancy if they propose to make any deduction from the Deposit.
- (b) 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.

(c) The Tenants should inform the Landlord in writing if the Tenants intend to dispute any of the deductions regarded by the Landlord within 20 days from the Landlord notifying the Tenants of any deductions they wish to make. The Scheme's Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

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

(e) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by paragraphs (a) to (c)

(f) You may not know where you'll be living at the end of this tenancy but the TDS Scheme rules say that we must have a UK address for you where you can be contacted after the tenancy so please provide details of a close friend or relative.

GENERAL LETTING PROVISIONS

1. The Landlord/lady lets and the Tenant takes the Property for the Term at the Rent payable as above.

2. This agreement is intended to create an Assured Periodic Tenancy as defined in section 20 of the Housing Act 1988 amended for the Right to Rent Act May 2026.

3. The Assured Periodic Tenancy created by this agreement cannot be assigned without the express permission of the Landlord and the Tenant.

4. Where the context admits –

4.1 'The Landlord/lady' includes the persons for the time being entitled in reversion expectant on the tenancy.

4.2 'The Tenant' includes the persons deriving title under the Tenancy and where several tenants agree to take the premises together each tenant shall be jointly and severally liable for any payment

of costs arising with regard to the tenancy.

Council Tax

5. The Council Tax is the responsibility of the Tenants who are jointly and severally liable.

Change of rent

6. The rent will not change in the first 12 months. After 12 months if the Landlord proposes an increase in the Rent including those which are as a result of any changes in liability to Council Tax, the Landlord must serve a notice in accordance with section 13 of the HA 1988.

Notices

7. Any notice to be served hereunder shall be deemed properly served if served by first class pre-paid post to the property or the registered office of the Landlord/lady, Landlord/lady's agent or hand delivered to either place.

Service shall be deemed valid if sent by email to the email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own.

The Tenant may also serve notice by email to the email address which the Agent/Landlord has confirmed as being their own:

Termination by the Landlord

8. The Landlord reserves the right to re-enter the Property if: The Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

8.1 The Tenant has breached the agreement; or

8.2 Any of the grounds set out in Schedule 2 of the HA 1988 apply. The Landlord has given the Tenant prior notice of its wish to be able to recover possession on grounds 1A, 4 and / or 4a in Schedule 2 to the HA 1988. A copy of this is included within this Agreement and signed as received by the Tenant.

TENANTS OBLIGATIONS

9. The Tenant will -

9.1 Pay the rent at the times and in the manner specified.

9.2 Pay all utility bills and council tax bills if applicable during the

Tenancy or any proportion thereof and provide copies of all bills with actual meter readings, corresponding to the end of the tenancy, along with proof of payment, as the bond cannot be returned until this is done.

Not have or allow to be installed any key/prepayment meter on the premises.

Utility Bills

It is the tenant's responsibility to monitor their own meter readings even if the rent is inclusive of utility bills.

9.3 Seasonal timed background gas central heating is included in the following properties only – Charles Apartments, Hanover House, Grangewood, Thane Court, Spa Buildings, 16 Ash Grove, Concord House, 8A North Lane, 30a Headingley Lane.

9.4 Electricity and water rates are included in the following properties only – Grangewood

9.5 Wifi is included in the following properties only – Hanover House, Spa Buildings

Damage to Property

9.6 Not damage or injure the Property or make any alteration to it or addition to it or decorate any part of the premises without prior written consent of either the Landlord/lady or the Landlord/lady's agent.

9.7 Preserve the Fixtures and Effects from being destroyed or damaged and not remove them from the Property or store any of them in cellar rooms.

Preparation before giving up possession

10. Yield up the property at no later than 11am on the last day of the Tenancy leaving the property in the same clean state and condition as it was in at the beginning of the tenancy and make good

and pay for the repair of and/or replace all such items of the Fixtures, Fitting and Effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage by fire excepted).

Keys not returned by 11am on the final day of the tenancy will be charged at £25 per key and we reserve the right to change the locks and pass this charge onto the tenants.

All tenants must vacate the property by 11am on the last day of the tenancy.

10.1 Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy.

Landlord Access

11. Permit the Landlord/lady or the Landlord/lady's agents at reasonable hours in the daytime to enter the Property to view the state and condition thereof and effect repairs thereto.

Subletting

12. Not to sublet any part of the property, or receive guests fee paying or otherwise.

Illicit use of the property

13. Not carry on in the property any profession, trade or business or let apartments on the property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence.

Pets

14. The Tenant may keep a pet at the Property if the Tenant obtains the prior written consent of the Landlord (such consent not to be unreasonably withheld subject to the property being suitable for the pet requested and also where there is a head lease prohibiting pets on the premises). The Tenant's request for consent must be made in writing and include a description of the pet or animal. The Landlord will require a condition report be carried out on the property and to be signed by both the tenant and the landlord.

15. The Tenant shall not keep any pet or animal at the Property other than a pet for which consent has been obtained in writing.

Annoyance to neighbours etc

16. Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord/lady or the tenants or occupiers

of any adjoining premises (noise, abuse, interference or harassment or problems caused by pets etc) or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance.

16.1 Permit the Landlord/lady or the Landlord/lady's agents at reasonable hours in the daytime and with 24 hours notice to enter and view the Property with prospective tenants or purchasers.

16.2 Inform the Landlord/lady or the Landlord/lady's agents immediately on receipt of any statutory notice served by a local authority in regard to the property.

Report of disrepair

17. Report all items of structural disrepair to the Landlord/lady or Landlord/lady's agent promptly.

17.1 The Tenant, on receiving written notification from the Landlord, must within 24 hours ensure the property is clean and tidy. If this is not done the Landlord reserves the right at reasonable hours to arrange for cleaning contractors to do this, especially round the letting season.

Forfeiture of tenancy

18. Provided that if the Rent or any instalment or part thereof shall be in arrear for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant, the Landlord/lady or the Landlord/lady's agents may re-enter on the Property subject to a court order and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord/lady.

Tenant like manner

19. There is a legal duty on tenants to avoid, or repair, wilful or negligent damage caused by them, their family members or guests and to do the things necessary to keep the property in a reasonable state. This includes jobs such as changing light-bulbs, unblocking sinks (where the blockage has been caused by the tenants waste), taking reasonable steps to keep the property adequately ventilated and heated so as to prevent damage from condensation, disposing of all rubbish correctly, as well as doing other jobs around the property that, a reasonable tenant would do

Termination by Tenant

20. The Tenant may terminate this Agreement by providing a minimum of two clear calendar months' written notice to the Landlord. For example:- if the tenant gives notice on the 1st of July the last day of the tenancy will be the 31st of August but if the tenant gives notice on the 2nd of July the final day of the tenancy will be the 30th of September.

The Tenant is liable for all payments and costs pursuant to this Agreement including Rent, and any other outstanding liabilities up until the termination date as set out in the notice.

20.1 Any notice by the Tenant pursuant to this clause can only be withdrawn by the Tenant before the proposed termination date if agreed by both the Landlord and Tenant in writing.

THE LANDLORD/LADY'S OBLIGATIONS

Payment of Rates

21. The Landlord/lady agrees with the Tenant as follows-

21.1 To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except utilities, council tax and HMO licenses) where applicable.

Insurance

21.2 Not to do anything as a result of which the insurers may refuse to pay a claim under any policy of insurance on the Property or on the Fixtures and Fittings or to cause the rate of premium on any such policy to be increased where the relevant details of the policy have been made available to the Tenant.

21.3 The Landlord does not cover for claims against you from other parties for damage to property or personal injury resulting from your negligence. You should consider arranging your own insurance for these risks.

21.4 Unless it is covered by insurance, the Landlord shall not be liable to pay compensation and / or damages for:

21.4.1 any damage our agents, workmen or other staff cause;

21.4.2 a fault in any pipes, staircase or anything in the Property or building;

21.4.3 anything which any resident services team in the Property does or does not do;

21.4.4 any inconvenience you suffer when the Landlord carries out work to the Property or the building (including work to premises next door or buildings owned nearby), such as decorating or carrying out repairs or alterations;

21.4.5 any disruption to the supply of gas, water or heating to the premises that was beyond our control

21.4.6 any effect that the lift has on TV or other electrical equipment; or

21.4.7 any disruption, whether temporary or permanent, and for whatever reason, to the supply of Wi-Fi to the Property or building.

Quiet enjoyment

22. That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from the Landlord/lady or any person claiming under or in trust for the Landlord/lady.

22.1 To return to the Tenant any rent payable for any period while the property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration.

Internal decoration

23. The landlord/lady shall be responsible for all internal and external decorations.

Duty to repair

24. The Tenancy Agreement shall take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) if applicable to the Tenancy.

Address for services of notices

25. NOTICE under Section 48 of the Landlord and Tenant Act 1987.

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord/lady by the Tenant at the following address:

SJM PROPERTIES (YORKSHIRE) 30 HEADINGLEY LANE LEEDS LS6 2AS

The Tenant hereby declares that s/he has not misrepresented or failed to disclose circumstances to the Landlord/lady or Landlord/lady's agent in order to acquire the tenancy.

Signed by the Tenant(s):

Signed by the Landlord/Agent:

AS WITNESS the hands of the parties hereto the day and year first above written.

FAQ'S

THE CONTRACT YOU ARE ABOUT TO SIGN IS LEGALLY BINDING

YOU HAVE 3 CHOICES OF WAYS TO PAY YOUR RENT

MONTHLY OR QUARTERLY OR 12 MONTHS IN ADVANCE WHICH WOULD BE WITH A 3% DISCOUNT. IN A JOINT TENANCY EACH TENANT CAN CHOOSE INDIVIDUALLY.

PLEASE NOTE YOU MUST GIVE 48 HOURS NOTICE IN WRITING IN ADVANCE OF ANY LATE RENT PAYMENT

THERE WILL BE ONLY ONE ASSURED PERIODIC TENANCY FOR THE WHOLE GROUP.

STUDENTS

ON THE 1ST DAY OF YOUR TENANCY YOUR KEYS WILL BE AVAILABLE FROM **12.30pm** BY APPOINTMENT FROM OUR HYDE PARK OFFICE AT 30 HEADINGLEY LANE LS6 2AS. AFTER THIS DAY KEYS WILL BE AVAILABLE 9.30AM TO 4PM MONDAY TO FRIDAY EXCEPT BANK HOLIDAYS AND BY APPOINTMENT ONLY ON SATURDAY.

YOU AS TENANTS, MUST ARRANGE YOUR OWN INSURANCE, WE WILL NOT BE RESPONSIBLE FOR FIRE, THEFT, LEAKS, HOWSOEVER CAUSED. SEE CLAUSE 21 OF THIS TENANCY AGREEMENT.

DO NOT DO ANY DECORATING IN YOUR HOUSE.

DO NOT PUT ANY INTERNAL LOCKS ON YOUR ROOM DOORS.

DO NOT CHANGE ANY LOCKS

WE WILL WRITE TO YOU IN YOUR 1ST ACADEMIC TERM TO ASK YOU IF YOU INTEND TO STAY IN THE PROPERTY AFTER THE END OF JUNE AND IF NOT WE

WILL MARKET THE PROPERTY IN EARLY NOVEMBER FOR THE NEXT ACADEMIC YEAR.

WIFI

IN MOST CASES WE USE VIRGIN MEDIA OR A SIMILAR SUPPLIER FOR BROADBAND. WE ARE RELIANT ON THEM TO CONNECT THE PROPERTY AND THERE CAN BE A DELAY EVEN THOUGH WE HAVE SET THE ACCOUNT UP AND ARE PAYING THEM FROM THE START OF THE CONTRACT. AS IN YOUR OWN HOME, CONNECTIVITY THROUGHOUT YOUR PROPERTY WILL VARY FROM ROOM TO ROOM ALONG WITH SPEED. YOU MAY RECEIVE SPEEDS LOWER THAN THE ADVERTISED AVERAGE PEAK TIME SPEEDS OR ANY SPEED ESTIMATED WE PROVIDE. THIS IS BECAUSE THE QUALITY AND SPEED OF THE BROADBAND SERVICE IS DEPENDANT ON GEOGRAPHIC, ATMOSPHERIC OR OTHER CONDITIONS OR CIRCUMSTANCES BEYOND OUR CONTROL.