

# COMMON LAW (NON-AST) TENANCY AGREEMENT



## Academic year Sept 2022-23

You do not have to sign this tenancy agreement. When you enter your username and password in Derwent Students' online booking system to accept your offer of accommodation, that has the same effect as signing and a legally binding contract is formed between you and the Landlord.

This tenancy agreement incorporates Derwent Students' Booking and Cancellation Policy, which is available to view or download at [www.derwentstudents.com](http://www.derwentstudents.com)

### 1 Definitions and interpretation

1.1 In this tenancy agreement the following words shall have the meanings given to them in this clause.

|           |  |
|-----------|--|
| Guarantor | The person standing as guarantor for the performance of the Tenant's obligations in the tenancy agreement          |
| Landlord  | Derwent Housing Association Limited (trading as Derwent Living), of No.1 Centro Place, Pride Park, Derby, DE24 8RF |

### **ALL COMMUNICATIONS WITH THE LANDLORD REGARDING THE TENANCY AGREEMENT SHOULD BE MADE THROUGH THE LANDLORD'S AGENTS:**

|               |   |
|---------------|---|
| Agent         | Derwent Facilities Management Limited (company number 07264667) (trading as <b>Derwent Students</b> ) of No.1 Centro Place, Pride Park, Derby, DE24 8RF. Until further notice No. 1 Centro Place shall be the Landlord's address for all communications (including the service of legal proceedings) in connection with this tenancy agreement, except for cancellation requests which must be sent to the Building.                                  |
| Tenant        | <SD:FullName>   |
| Accommodation | <SA:RoomName>, <SA:BlockName>, <SA:AreaName>, <SA:RoomPostCode> being a <SA:BedroomType> for single occupancy (or such other Accommodation owned by the Landlord as the Tenant may occupy from time to time).   |
| Booking       | Refers to a purchase of student accommodation made through Derwent Students' website at <a href="http://www.derwentstudents.com">www.derwentstudents.com</a> and "booked" shall have a corresponding meaning. The "booking process" is completed when, having selected accommodation and paid the Deposit, a person enters their username and password on the said website as a sign of accepting the terms and conditions of this tenancy agreement. |
| Building      | The student housing development selected by the Tenant in the booking process. The word "Building" includes the Accommodation as well as areas for shared use.  |

|              |  |
|--------------|--|
| Cluster Flat | A flat within the Building, or a house, comprising individual bedrooms; and a kitchen, bathroom, living area and access ways for the shared use by the occupiers of the bedrooms. "The Cluster Flat" is the Cluster Flat (or house) where the Accommodation is situated.   |
| Common Parts | All structural and exterior elements of the Building, all conducting media serving the Building and any other parts of the Building other than study bedrooms and studios. Common Parts includes any cycle and bin stores, communal gardens, landscaped areas and parking areas serving the Building, those parts of the Landlord's property which are necessary for the purpose of gaining access to the Accommodation, and those parts of a Cluster Flat which are intended for the joint use of all the occupants.  |
| Contents     | Fixtures, fittings, furniture, furnishings, equipment and other items provided by the Landlord for the Tenant's use (whether in the Accommodation or elsewhere in the Building).   |
| Deposit      | £250.00 if this agreement is for the Tenant's first tenancy in the Building or £99.00 if this agreement is for the Tenant's second or subsequent tenancy in the Building.  |
| Fees         | The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with this tenancy agreement.  |
| Inventory    | The inventory provided by the Agent to the Tenant.   |
| Rent         | The sum identified in the booking process as being the rent payable for the Accommodation. This sum includes charges for gas and electricity of £11.00 per week on average, and charges for water supply and broadband.  |
| Rent Dates   | The dates upon which the instalments of Rent are payable, according to the payment plan chosen by the Tenant during the booking process.   |
| Rights       | <p>(a) to use the Common Parts outside Cluster Flats which are accessible to residents</p> <p>(b) if the Accommodation is in a Cluster Flat, to use the Common Parts in that Cluster Flat</p> <p>(c) to use the Contents allocated to the Accommodation, for their intended purpose</p> <p>(d) to have the Services provided</p> <p>Use of the Common Parts and the Contents in them is shared with the other residents who are entitled to use them.</p>  |
| Services     | <p>(a) maintenance, repair and insurance of the Building</p> <p>(b) cleaning (including external window cleaning) of the Common Parts accessible to all occupiers of the Building (but not cleaning of Common Parts inside Cluster Flats)</p> <p>(c) hot and cold running water supply to Studios and Cluster Flats</p> <p>(d) electricity and gas supply to Studios and Cluster Flats (subject to additional charges for high consumption as set out in clause 4.5)</p> <p>(e) lighting of the Common Parts</p> <p>(f) broadband (subject to fair use policy)</p> <p>(g) insurance of the Tenant's possessions in accordance with the policy details supplied to the Tenant</p> <p>(h) disposal of rubbish deposited in proper receptacles provided in the Building</p> <p>(i) security of the Building</p> <p>(j) licensing of the Landlord's television sets (if sets are provided)</p> |

(k) laundry services as advertised (payable per use).

Studio A self-contained studio apartment in the Building.

Tenancy Period The period from and including <SA:LicenceStart> to and including <SA:LicenceEnd>

- 1.2 Words indicating a male gender include other genders; words in the singular include the plural and vice versa.
- 1.3 Where this tenancy agreement requires notice or consent, that notice or consent must be in writing. This can include email as long as it is sent to the address for the intended recipient given in this tenancy agreement or as subsequently notified to the sender in writing. The Tenant agrees that the Landlord may serve any document relating to this tenancy agreement on the Tenant by email or through the Landlord's online booking portal. Notices relating to cancellation given by the Tenant must be in accordance with [Derwent Students' Booking and Cancellation Policy](#).
- 1.4 It will be reasonable for the Landlord to refuse consent if the Landlord itself needs permission and is not able to obtain it.
- 1.5 The word "including" means "including, but not limited to" and any list that follows the word "including" or the words "such as" is not an exhaustive list.
- 1.6 The Landlord's rights in this tenancy agreement may be exercised by the Agent and the Landlord's Obligations may be delegated to the Agent. Notices which should be given by the Landlord or to the Landlord will be properly given if they are given by the Agent or to the Agent (at the Building where the notice is a tenant's cancellation notice). Where the Tenant or the Guarantor is required to seek Landlord's consent, the Landlord's consent is deemed to be given if the Agent consents. Both the Agent and the Landlord are entitled to claim compensation for losses sustained or expenses reasonably incurred by each of them respectively as a result of the Tenant's breach of their obligations in this tenancy agreement.

## **2 Guarantor**

- 2.1 The Tenant will within 5 working days of completing the Booking procure that the Guarantor provides a signed guarantee in the Landlord's standard form.
- 2.2 The Landlord may, in its reasonable discretion, waive the requirement for the Tenant to procure a Guarantor.
- 2.3 The Landlord is entitled to insist on a replacement guarantor if the Guarantor is not at any time either in full-time employment or a home-owner.
- 2.4 If the Tenant does not provide the signed guarantee within 5 working days of completing the Booking the Agent may advertise the Accommodation as available to let. If the Accommodation is then booked by someone else, this tenancy agreement will end when that person provides their Guarantor. The Tenant will remain liable for the Rent and any Fees that became due under this tenancy agreement before it ended.

## **3 Agreement to Grant and to Take a Tenancy**

- 3.1 The Tenant must pay the Deposit to the Landlord before accepting an offer of accommodation in order to complete the booking process.
- 3.2 When the Tenant completes the booking process the Landlord agrees to grant and the Tenant agrees to take a tenancy of the Accommodation and this tenancy agreement comes into effect.
- 3.3 This tenancy agreement incorporates [Derwent Students' Booking and Cancellation Policy](#) and [Derwent Students' Privacy Policy](#) and all additional terms and conditions applicable to the

Accommodation and/or the Building as set out on the Agent's website and available to view during the booking process.

- 3.4 Where a person does not complete the online booking process but subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy by the act of collecting keys for the Accommodation, on the same standard terms and conditions as are set out in this tenancy agreement.
- 3.5 The Tenant agrees to comply with the Tenant's Obligations and the Landlord agrees to comply with the Landlord's Obligations in this tenancy agreement.

#### **4 Tenant's Obligations**

- 4.1 To pay the Rent in advance in accordance with the payment plan chosen by the Tenant during the booking process.
- 4.2 Rent is charged at the same daily rate throughout the Tenancy Period, but instalments in a payment plan may not be at regular intervals or for an equal amount. It is the Tenant's responsibility to check that they will have the money to pay each instalment when it falls due.
- 4.3 If any Rent remains unpaid 14 days after the due date for payment in the Tenant's chosen payment plan, to pay interest on the unpaid amount at an annual percentage rate of 3% above the Bank of England base rate in relation to each day after the due date for which the rent remains unpaid. (For example, if Rent is paid 7 days late, no interest is charged. If Rent is paid 24 days late, 24 days' interest will be charged). The Landlord shall not be liable to pay the Tenant interest, or set off interest against Rent, if interest rates are below zero.
- 4.4 To pay to the supplier all charges (except for the internet access provided by the Landlord) for telephone, telecommunications and satellite or cable television services to the Accommodation, including calls, line rental, connection and disconnection. Where the Accommodation is in a Cluster Flat, to pay the supplier, jointly with other occupiers of the Cluster Flat who use them, all charges for such services to the Common Parts in the Cluster Flat.
- 4.5 The Rent assumes that on average the charge for energy used by residents in the Building will not be more than £11.00 per person per week. The Landlord may charge an energy supplement to the Tenant if:
- 4.5.1 Energy prices rise steeply (by more than 3%) during the Tenancy Period such that the energy charges for the Building are more than 3% over the budgeted average of £11.00 per person per week;
- 4.5.2 Energy consumption in the Accommodation is excessively high (this will normally only occur when the Tenant is using prohibited items, such as portable heaters);
- 4.5.3 Energy consumption in the Cluster Flat is excessively high (the additional charge being made to the person(s) responsible for excessive consumption or, if they cannot be identified, shared equally between the occupiers of the Cluster Flat).
- 4.6 If the Landlord provides television sets at the Building, this will be stated in the information about the Building on Derwent Students' website. The Landlord only licenses television sets that are provided by the Landlord. If the Tenant watches or records programmes as they are being shown on television, or watches live on an online TV service (such as Amazon Prime Video, Apple TV, Now TV, Sky Go) or downloads or watches BBC programmes on iPlayer on any device (such as on a laptop, desktop computer, tablet, mobile phone, games console or digital box) other than a television set provided by the Landlord, the Tenant will need to be covered by a TV licence. The Tenant may be covered by a parent's TV licence, but conditions apply. Tenants can find out from [TV Licensing](#) whether or not they need a TV licence. If a television licence is required for the Accommodation, the Tenant must obtain and pay for the licence. If a television licence is required for the Common Parts within the Cluster Flat, the Tenant agrees to contribute a fair proportion

(based on the number of viewers) towards the television licence for the Cluster Flat. If the Landlord or the Agent has to pay a TV licence fee because the Tenant (or the Cluster Flat) has failed to obtain a TV licence when required, the Tenant must reimburse the Landlord or the Agent for the cost of the licence (or a fair proportion of the licence for a Cluster Flat) and pay as damages any associated fines or penalties incurred by the Landlord or Agent.

- 4.7
- 4.7.1 Unless it is the local authority's policy not to issue them, to hold a current council tax exemption certificate and produce it to the Landlord within 7 days of the Landlord's request;
- 4.7.2 To pay any council tax that is payable in respect of the Accommodation during the Tenancy Period (taking into account any exemption to which the Tenant is entitled); and
- 4.7.3 To reimburse the Landlord or Agent for any payments made to the billing authority in respect of council tax as a result of the Tenant's failure to comply with clauses 4.7.1 or 4.7.2.
- 4.8 To pay the Landlord damages (compensation) for breach of contract if the Tenant does not comply with his obligations in this tenancy agreement. Damages are payable within 14 days of the Landlord's or the Agent's invoice for them or, if later, when ordered by the court. Damages is the amount of money that it would take to put the Landlord and/or Agent back in the same financial position as they would have been in if the Tenant had complied with his obligations in this tenancy agreement. If claiming damages, the Landlord and Agent must act honestly and reasonably. They must take reasonable steps to minimise their losses, but they do not have to find the cheapest possible goods or services. After a breach of the Tenant's obligations, damages are payable for losses suffered and expenses incurred as a result of the breach, including:
- 4.8.1 returning the Building and Contents to the condition they were in before the breach (including a reasonable amount for arranging for contractors to carry out work, as well as the contractor's charges);
- 4.8.2 making good any other loss or damage arising from the Tenant's breach of the Tenant's Obligations in this tenancy agreement;
- 4.8.3 the reasonable administrative costs of arranging rectification or reinstatement;
- 4.8.4 the cost of taking legal advice in relation to the breach, where reasonably necessary;
- 4.8.4 the costs reasonably incurred in taking court action to recover damages from the Tenant, or to recover possession of the Accommodation, including court fees, judgment enforcement costs and debt collection costs.
- 4.9 To check the Inventory and report any discrepancy to the Agent within 3 working days of the Tenant starting to occupy the Accommodation.
- 4.10 To keep the Accommodation and Contents in a clean and tidy condition, to use them carefully and not damage or dismantle them.
- 4.11 Where the Accommodation is in a Cluster Flat, to keep (jointly with other occupiers) the Common Parts in the Cluster Flat and their Contents in a clean and tidy condition, to use them carefully and not damage or dismantle them.
- 4.12 Not to do anything which makes the Common Parts outside Cluster Flats dirty or untidy or which damages them or the Contents in them.
- 4.13 Where damage or loss occurs within the Building or a Cluster Flat and it is not possible for the Landlord (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the damages claimed for rectification PROVIDED THAT:
- 4.13.1 the Landlord shall not charge tenants under this clause where it is apparent that the loss or damage was not caused by a resident or invited visitor; and

4.13.2 damage occurring within a Cluster Flat will be charged to the people living in the Cluster Flat;

4.13.3 the Landlord will not charge residents for damage that ought properly to be the subject of an insurance claim, as long as the insurer does not withhold payment because of actions or omissions of residents.

- 4.14 Except for notices, posters and/or pictures on the notice boards in the Accommodation, the Tenant is not to affix anything (including aerials, cables or satellite dishes, posters, notices and pictures) to any part of the Building.
- 4.15 Not to remove any of the Contents from the Accommodation or the Common Parts to which they are allocated; and at the end of the Tenancy Period to leave the Contents in same positions as they were in at the start of the Tenancy Period.
- 4.16 Not to remove, dismantle or detach anything which is attached to any part of the Building.
- 4.17 Not to decorate or in any other way change or attempt to repair any part of the Building or the Contents.
- 4.18 Not to do anything which may cause damage to the electrical installation or equipment in any part of the Building.
- 4.19 Not to put anything harmful in or do anything likely to block the drains or pipes serving the Building and to take reasonable precautions to prevent pipes from freezing in the Accommodation. If the Accommodation is in a Cluster Flat, this is a joint obligation with other occupiers of the Cluster Flat.
- 4.20 The Landlord may carry out inspections to ensure the Tenant is complying with the Tenant's Obligations, but will usually give 24 hours' notice before entering the Accommodation. If there is evidence of serious non-compliance, the Landlord may serve a notice on the Tenant (and any other occupiers) requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord may have the work carried out and claim the cost (or a fair proportion of the cost where the work concerned is the responsibility of several occupiers) to the Tenant as damages for breach of contract (see clause 4.8).
- 4.21 Promptly after becoming aware of it, to report to the Agent any failure of the Services and any damage to the Contents, or the Building, or any part of it.
- 4.22 Not to bring any large electrical appliance into the Building without the Landlord's prior consent and not to bring any room heating or cooking appliances into the Building under any circumstances.
- 4.23 Not to obstruct corridors or fire escapes or do anything which may be a fire risk or in any other way put the health and safety or security of others or the Landlord's or other people's property at risk. Not to tamper with or otherwise interfere with any fire alarms, smoke detectors or fire-fighting equipment, and to use them only where there is good cause to do so. Any such tampering or interference may be a criminal offence and the Landlord will report such matters to the relevant authorities.
- 4.24 Not to possess or use in or near the Building weapons including ceremonial or replica weapons, BB guns, airguns, firearms (whether or not they are licensed) or everyday items for use as weapons. Breach of this clause will be a serious breach of this tenancy agreement and may lead to termination of the tenancy.
- 4.25 In this tenancy agreement, the word 'keys' includes all types of device for securing or gaining entry to the Building or any part of it:
- 4.25.1 Not to make any duplicate keys or change any locks at the Building.

- 4.25.2 If the Tenant chooses to move out of the Accommodation before expiry of the Tenancy Period, the tenancy will continue unless and until it is terminated in accordance with clause 7 or clause 8. Returning the keys to the Landlord will not in itself be sufficient to end the tenancy;
- 4.25.3 If the Tenant loses a key during the tenancy, or does not return all keys to the Landlord at the end of the tenancy, the Landlord may charge the Tenant the costs reasonably incurred of providing a replacement key or (where it is reasonable to do so, as an alternative to replacing the key) change the locks and charge the Tenant the proper and reasonable cost of doing so. In either case, the request for payment will be accompanied by written evidence of the expense incurred.
- 4.26 Not to allow anyone else to live at the Accommodation. If the Tenant does not comply with this clause, the Landlord may terminate this tenancy agreement in accordance with clause 7 and take steps to evict the Tenant and/or any person who lives in the Accommodation unlawfully.
- 4.27 Not to invite visitors inside the Building at any time when to do so would be unlawful. All clauses in this tenancy agreement relating to visitors are subject to this clause, and to clauses 4.45 and 4.46.
- 4.28 Not to allow more than one visitor to stay in the Accommodation overnight and not to have more than 3 visitors in the Accommodation at any one time. No visitor may stay in the Accommodation for more than 2 consecutive nights or more than 2 nights in the same week.
- 4.29 The Tenant must not sleep in or allow any visitors to sleep in the Common Parts or in any other part of the Building that is not designed for sleeping.
- 4.30 To be responsible for all the Tenant's invited visitors to the Building and to reimburse the Landlord for any damage or loss which the Tenant's visitors cause at the Building.
- 4.31 Not to leave the Accommodation unoccupied for more than one month without the Landlord's consent (which the Landlord will not withhold unreasonably).
- 4.32 Except for visitors permitted by clause 4.28:
- 4.32.1 Where the Accommodation is in a Cluster Flat, to use the Accommodation only as a study bedroom for single residential occupancy;
- 4.32.2 Where the Accommodation is a Studio, to use the Accommodation as a private residence and place of study only.
- 4.33 Not to bring any animal (including reptiles, fish, insects and birds) into the Building unless it is a trained assistance animal for a person who has a disability.
- 4.34 Not to cause any nuisance, offence, disruption, harassment annoyance or persistent disturbance to others. Persistent breach of this clause may result in termination of this tenancy agreement (see clause 7).
- 4.35 Not to make any noise which is audible from outside the Accommodation and not to make a noise in the Common Parts or outside the Building if it is likely to annoy others. Persistent breach of this clause, particularly where it occurs between 11.00pm and 8.00am, is likely to be anti-social behaviour which may result in termination of this tenancy agreement and/or enforcement action by the local authority.
- 4.36 Not to cause any obstruction in any accessway serving the Building or the Accommodation or neighbouring property.
- 4.37 Not to leave litter or rubbish in any of the Common Parts (other than inside the bins in the bin stores) or any areas neighbouring the Building.

- 4.38 Not to possess, use, supply or deal in stolen goods, controlled drugs, psychoactive substances or “legal highs”. Breach of this clause will always be treated as a serious breach of this tenancy agreement if it happens in the Building or the surrounding area and may result in termination of the tenancy.
- 4.39 Not to smoke (including vaping, using “e-cigarettes” or pipes of any kind) in the Accommodation or in any other part of the Building. Smoking and vaping is permitted in the grounds of the Building only in designated areas (if any – not all buildings will have these areas).
- 4.40 Not to light candles, joss-sticks, shisha pipes or any portable gas or oil burning fires, or use deep fat fryers, in any part of the Building.
- 4.41 To allow the Landlord, and any workers acting on its behalf, access to the Accommodation (and, where applicable, the Cluster Flat) at all reasonable times during the day for the purposes of viewing, inspection, maintenance and repair. The Landlord will normally give at least 24 hours' notice if access to the Accommodation is required, but will be entitled to have immediate access in an emergency, where the Landlord has serious concerns for the Tenant's welfare, or where the Landlord has reasonable grounds to suspect that the Tenant is in serious breach of this tenancy agreement.
- 4.42 To notify the Landlord promptly if the Tenant becomes aware of a pest infestation in the Accommodation or in any of the Common Parts. If the Tenant delays in reporting an infestation, and as a result the Landlord incurs higher costs than it would have incurred if the Tenant had reported the problem promptly, the Landlord may claim the additional expense from the Tenant as damages for breach of contract (see clause 4.8) and replacement or repair of any furnishings damaged or contaminated by the infestation if that could have been prevented by prompt reporting of the problem.
- 4.43 Not to run a business or carry out any trade of any kind from the Accommodation or any other part of the Building.
- 4.44 At the end of the Tenancy Period:
- 4.44.1 To clean the Accommodation;
  - 4.44.2 To leave the Accommodation, cleared of all the Tenant's possessions and any rubbish;
  - 4.44.3 To make sure all Contents in the Accommodation are in the condition as described in the Inventory and left in their original positions;
  - 4.44.4 To hand back the Accommodation to the Landlord in a good re-lettable condition;
  - 4.44.5 To return to the Landlord all keys by 12 noon on the last day of the tenancy;
  - 4.44.6 If the Accommodation is in a Cluster Flat, jointly with other occupiers to clean the Common Parts of the Cluster Flat, clear them of all personal belongings and rubbish, make sure Contents in the Common Parts are as described in the Inventory, in their original positions, and leave them in good re-lettable condition.
- 4.45 To comply with all applicable legislation to avoid the Tenant's actions or omissions becoming a danger, injury, nuisance or annoyance to others or a cause of loss or damage to others.
- 4.46 To comply with the instructions of the Landlord's and/or Agent's staff and contractors at the Building where reasonably necessary to prevent danger, injury, nuisance, health risks, loss, damage or annoyance.

## **5 Landlord's obligations**

- 5.1 To provide the Services. If a Service is only necessary as a result of the Tenant's breach of



contract, the Landlord does not have to provide it until after the Tenant has paid any damages for which the Tenant is liable, unless the Landlord has a statutory duty to provide the Service sooner (in which case, the Landlord may still claim damages after the event).

- 5.2 Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary.
- 5.3 The Landlord will register the Deposit in an authorised tenancy deposit protection scheme. As this is not a statutory requirement for a common law tenancy, this obligation is subject to the scheme accepting the Deposit.

## **6 Other conditions**

- 6.1 The Landlord's privacy policy applies to the Tenant's and the Guarantor's personal data processed in connection with this tenancy agreement.
- 6.2 The Tenant and the Guarantor acknowledge and agree that the Agent, the Landlord and the Tenant's institution of study may process personal data for the following purposes, which shall be the lawful basis of processing and legitimate objectives for the purposes of the General Data Protection Regulation:
  - 6.2.1 in matters concerning the Tenant's welfare; and
  - 6.2.2 in matters concerning the Tenant's conduct in breach of the Tenant's obligations in this agreement.
- 6.3 The Landlord shall be entitled to use the Deposit for any sum the Landlord is entitled to claim from the Tenant under this agreement, including:
  - 6.3.1 Damages (compensation) for breach of the Tenant's obligations in this tenancy agreement.
  - 6.3.2 Any unpaid accounts for utilities, telecommunications, TV licence fees or other similar services or Council Tax incurred at the Accommodation for which the Tenant is liable.
  - 6.3.3 Any Rent, interest or Fees payable by the Tenant under this tenancy agreement of which the Tenant has been made aware and which remain unpaid after the end of the tenancy.
  - 6.3.4 Default charges for replacement keys.
- 6.4 The Landlord's and the Agent's liability for loss or damage to person or property is excluded unless the loss or damage is caused by (respectively) the Landlord's or the Agent's negligence, breach of statutory duty or breach of obligation in this tenancy agreement (which includes the acts or omissions of (respectively) the Landlord's or the Agent's employees and agents).
- 6.5 By agreeing to register the Deposit, neither the Landlord nor the Agent accepts that it has any statutory duty to do so. Any liability under sections 212 to 215 of the Housing Act 2004 is excluded. If an authorised tenancy deposit protection scheme has accepted the Deposit, the Landlord, Agent and Tenant may use any dispute resolution service provided by the scheme.
- 6.6 The Landlord is not liable to repair any damage caused by the Tenant (or their visitor) unless and until the cost is met by insurance or by the Tenant (any excess on the policy being payable by the Tenant) or unless and until the Landlord has a statutory obligation to do so. If the Landlord has a statutory obligation to repair the Landlord may nevertheless claim the cost of doing so from the Tenant where it was the Tenant who caused the need for repair. If the Landlord (acting reasonably and after proper investigation) is persuaded that the Tenant (or their visitor) caused damage deliberately or recklessly, the Landlord may claim the cost of repair from the Tenant instead of claiming against insurance.
- 6.7 The Landlord may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the residents using them (provided that this does not create any health risk).

6.8 Items belonging to students.

6.8.1 The Landlord is entitled to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk or which (in the Landlord's or the Agent's reasonable opinion) is likely to cause damage to the Building but (unless perishable) will if requested return it to the Tenant on the termination of the tenancy (proper and reasonable removal and storage costs being payable by the Tenant).

6.8.2 Neither the Landlord nor the Agent will be an involuntary bailee. This means that the Landlord is entitled to remove any item left at the Building by the Tenant at the end of the Tenancy Period. The Landlord and Agent shall have no responsibility to take care of any item the Tenant leaves at the Building when the tenancy ends or return it to the Tenant.

6.9 The parties to this tenancy agreement are the Tenant and the Landlord. It is not intended that the Agreement confers any benefit to anyone who is not a party to it other than the Agent.

**7 Termination of this tenancy agreement by the Landlord**

7.1 The Landlord may terminate this tenancy agreement at any time before the first day of the Tenancy Period if the Tenant is not able to start or continue their course of study at their chosen university or college. The Tenant must notify the Agent within 3 working days of becoming aware that s/he will not be able to start or continue his/her course.

7.2 The Landlord may terminate this tenancy agreement at any time before the Tenant takes occupation if the Tenant has not by then paid the Deposit, provided the Guarantor and paid the first instalment of Rent.

7.3 Unless the Tenant has made arrangements with the Landlord for late arrival the Landlord shall be entitled to terminate this tenancy agreement at any time before the Tenant takes occupation, without notice to the Tenant, if the Tenant has not taken up residence within 3 days of the start of the Tenancy Period but the Tenant will be liable for the Rent up to and including the date of termination.

7.4 The Landlord shall be entitled to terminate the tenancy (by serving notice of termination) and apply to court for possession of the Accommodation on any of the following grounds:

7.4.1 any payment is overdue by 21 days or more; or

7.4.2 the Tenant is in serious or persistent breach of any of the Tenant's Obligations; or

7.4.3 the Tenant is not pursuing or intending to pursue a course of study at a University, Higher Education Corporation or Further Education College; or

7.4.4 in the Landlord's reasonable opinion the health or behaviour of the Tenant constitutes a serious risk to himself or others or to the Landlord's or other people's property; or

7.4.5 the Tenant deliberately or recklessly gave false information when applying for a tenancy.

7.5 The Landlord reserves the right to relocate the Tenant to comparable alternative accommodation during the Tenancy Period where it is reasonable to do so but if the Tenant is asked to move through no fault of their own the Tenant will have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 7.6) as an alternative to relocating.

7.6 If the Landlord relocates the Tenant at the Tenant's request or because the Tenant is in serious or persistent breach of one or more of their obligations in this tenancy agreement:

7.6.1 the Landlord shall be entitled to claim damages (compensation) if the reason for the transfer is because the Tenant is in breach of their obligations;

- 7.6.2 the Landlord shall be entitled to charge the Tenant an administration Fee of £75.00 for dealing with a transfer at the Tenant's request (the Fee is £45.00 if the request is for a transfer before the start of the Tenancy Period, because there is less work involved);
- 7.6.3 the Tenant will surrender their tenancy of the Accommodation on the day they leave it and on the same day take a tenancy of the new accommodation for the remainder of the Tenancy Period;
- 7.6.4 the tenancy of the new accommodation will be on the terms of this tenancy agreement, except for the description of the Accommodation (which may be amended by a memorandum signed by both parties) and any difference in the amount of the rent payable;
- 7.6.5 the Tenant and their Guarantor will be liable to pay the higher rent, from the date the Tenant is given access to the more expensive accommodation, if the Tenant requests a move to more expensive accommodation.
- 7.7 If the Accommodation is not available or fit for beneficial occupation and use at the start of or during the Tenancy Period the Landlord may provide either:
- 7.7.1 temporary alternative accommodation (if the problem is likely to be resolved in the short term); or
- 7.7.2 permanent alternative accommodation (if the problem is unlikely to be resolved in within 4 weeks).
- 7.8 Temporary alternative accommodation may be in a hotel, hostel, guest house or similar and the Tenant will accept the substitute for a period of 4 weeks without alteration to the Rent. If the Accommodation is still not available for occupation after 4 weeks of the Tenant being housed in temporary accommodation, the Landlord will either:
- 7.8.1 offer the Tenant permanent alternative accommodation; or
- 7.8.2 continue to provide temporary alternative accommodation PROVIDED THAT the Tenant shall have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 7.6), if they do not wish to continue living in temporary alternative accommodation for more than 4 weeks.
- 7.9 Permanent alternative accommodation will be in a house, flat, studio or hall of residence of a similar standard to the Accommodation (or better) without alteration to the Rent. The Tenant will accept the permanent alternative if it has similar levels of amenity and is not more than 1 Km further from their place of study than the Accommodation. The Tenant may choose to accept permanent alternative accommodation that does not meet these criteria (if offered) or terminate this tenancy agreement (without having to comply with the conditions in clause 7.6), but the Tenant must make their choice before moving into permanent alternative accommodation.
- 7.10 If the Accommodation is not available or fit for occupation at the start of or during the Tenancy Period and the Landlord (despite reasonable endeavours) is not able to provide alternative accommodation, the Tenant is entitled to a refund of all pre-payments he has made to the Landlord and shall have no further liability under this tenancy agreement.

## **8 Termination of this tenancy agreement by the Tenant**

The Tenant may terminate this tenancy agreement only in accordance with Derwent Students' Cancellation Policy which is fully incorporated into this tenancy agreement and is available at [www.derwentstudents.com](http://www.derwentstudents.com).