**Anglia Ruskin University**

**Higher Education Corporation**

**Tenancy Agreement**

***Note*:** *This Agreement includes legally binding obligations with which the Tenant is agreeing to comply including payment of Rent and specified permitted charges and requirements regarding the use and treatment of the Property. Breaches of this agreement may result in legal sanctions. You should read the terms and conditions of this agreement carefully before accepting your accommodation. If you have any questions, please discuss initially with the Residential Services Manager or seek legal advice or advice of Citizens Advice Bureau.*

**Letting type**

Non-assured shorthold tenancy agreement by specified educational establishment as landlord entitling landlord to mandatory right of possession enforceable by the courts upon the expiry of the Term.

**Tenants notice**

Under ground 8 of schedule 1 of the housing act 1988 the landlord has on the expiry of the term of letting a mandatory right to possession of the premises which can be enforced by the courts and this notice is prior notice that the terms of those provisions are applicable to the property the subject of this Agreement as the property is let by a specified educational establishment to students pursuing a recognised course of study in accordance with the statutory provisions - there is no security of tenure.

**A Particulars**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **1** | Date | : | {{Current\_Date\_x002F\_Time}} | | |
| **2** | Commencement Date | : | {{Booking\_ContractDateStart}} | | |
| **3** | The Landlord | : | Anglia Ruskin University Bishop Hall Lane Chelmsford CM1 1SQ | | |
| **4** | The Tenant of | : | {{Name\_First}} {{Name\_Last}}  {{Home\_Street}} {{Home\_Street\_2}} {{Home\_City\_1}}  {{Home\_State\_Province}} {{Home\_Zip\_Postcode\_1}}  **Account No.:** {{Student\_Number}} | | |
| **5** | The Property (hostel or house) | : | {{Property}} subject to clause 4(4) of this Agreement | | |
| **6** | The Building (address and name if applicable) | : | {{Property}}  {{RoomSpace\_WebDescription}} {{City}} {{Zip\_Postcode}} | | |
| **7** | Term | : | From: {{Booking\_ContractDateStart}} | | |
| : | To:     {{Booking\_ContractDateEnd}} | | |
| **8** | Rent | : | **From Date:** | **To Date:** | **Rate:** |
| : | {{Booking\_ContractDateStart}} | {{Booking\_ContractDateEnd}} | £{{Room\_Rate\_Amount}} per week |
| : | Rent payable in respect for all periods within the University academic year shall be payable as per the dates stated on the payment schedule attached to this Tenancy Agreement, except as shall otherwise be advised in writing. In some instances where your occupancy spans two academic years or where clause 4(6) of this Agreement applies your rent may increase during the Term following notification by the Landlord. If this is the case the payments due will be as reflected on your revised payment schedule.  Please note that the Rent is inclusive of utilities costs and internet connection but this is subject to the Landlord’s rights under the provisions of clauses 4(5) and clause 6(1) of this Agreement. | | |
| **9** | Contents | : | All items now at the Property remain the property of the Landlord. | | |
| **10** | The University | : | Anglia Ruskin University Higher Education Corporation of Bishop Hall Lane, Chelmsford, Essex CM1 1SQ. | | |
| **11** | Director of Estates and Facilities Services | : | The Director of Estates and Facilities Services for the time being of the University or his/her designated alternate who is authorised by the Landlord for the purposes specified in this Agreement. | | |
| **12** | Accommodation Services Manager | : | The Residential Service Manager for the time being of the University or his/her designated alternate who is authorised by the Landlord for the purposes specified in this Agreement. | | |

**B Definitions and Interpretation**

1. Words and phrases defined above have those meanings throughout this Agreement.
2. A reference to the Property includes reference to any part or parts of the Property and to the Contents.
3. Where two or more persons comprise the Tenant agreements on their part shall be joint and several.
4. An obligation to do or not do an act or thing includes the obligation not to allow that act or thing to be done or not done as applicable.

**C The Agreement**

**1 Introduction**

1. The Tenant must sign a copy of this non-assured short-hold tenancy agreement (“Agreement”). Before signing the Landlord will normally give the Tenant an opportunity to see the accommodation, at open days, visit days or by individual arrangement upon request to the Residential Service. In confirming the accommodation on line, the University will assume that the Tenant has accepted the accommodation provided.
2. The Terms and conditions are as specified in this Agreement and subject to amendment from time to time. The Tenant must also agree to abide by the University’s Rules Regulations Procedures for Students (“Regulations”) as all other matters not relating directly to this Agreement will be dealt with under the Regulations accordingly. These are available on the university’s website [aru.ac.uk](http://aru.ac.uk/) or paper copy of these is available from the Residential Services Office on request.
3. The Tenant agrees with the Landlord that s/he has agreed to comply with the content of this Agreement and with the Regulations.
4. This Agreement shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
5. This Agreement comes into effect once it has been received, signed and dated by the Landlord.
6. The Landlord lets student residences (halls and houses) under the type of Agreement listed below. This Agreement and the Regulations apply to a student letting only.

**2 Type of Agreement**

**Student letting**

1. The Landlord is letting the Property to the Tenant as a non-assured shorthold tenancy by a specified educational establishment following a recognised course of study at the University. The letting is in line with ground 8 of schedule 1 of the Housing Act 1988 entitling the Landlord to mandatory right of possession enforceable by the courts upon the expiry of the Term.
2. The Tenant has no security of tenure as the Landlord can take possession of the Property at the end of the Term of the tenancy.

**3 The Agreement**

1. The Agreement with the Landlord is for a fixed period of time. The Tenant cannot give the Landlord notice to terminate unless the Tenant stops being a student at the University. The Landlord can choose to release the Tenant from this Agreement only if the Landlord can re-let the Property to another student enrolled at the University. The Tenant will be responsible for paying the rent until this is possible.
2. The Chief Operating Officer can decide not to charge rent in exceptional circumstances. Each case will be considered on its own merits.

**4 Tenant’s responsibilities**

**The Tenant must do the following:**

1. The Tenant must give access to the Landlord and the Landlord’s representatives when necessary, at all reasonable times, and without notice.
2. The Tenant must only live in the Property while a student in full-time education at the University, unless the Landlord agrees with the Tenant, in writing, that the tenancy may continue beyond the period during which the Tenant is a full-time student.
3. The Tenant is entitled, throughout the Term of the tenancy, to use all shared facilities within the Property, or any general part of the Building which may be shared by all tenants as advised by the Landlord.
4. The Tenant acknowledges that the Landlord has the ability to move the Tenant to a different University property if needed for the remainder of the Term. Prior notice will be given to the Tenant except in the case of an emergency.
5. The Tenant must pay the Rent on the dates stated on the payment schedule and by the method advised during the online application process. If the Tenant does not pay the Rent on time, the Landlord may in the event that any payment of Rent is more than 14 days overdue charge interest on the arrears of Rent at the rate of 3% above the Base Rate of the Bank of England from time to time. Additionally, whilst the Rent is inclusive of the Tenant’s internet connection and usage costs the Landlord may disconnect the Property if the Rent is in arrears and the Landlord may recharge the reasonable costs incurred in relation to the disconnection or any reconnection of internet service.
6. If the Tenant moves out of a double study-bedroom, the other Tenant may (unless the Landlord agrees otherwise) have to move to another double study-bedroom (and share with someone of the same sex) or move into a single study-bedroom (either in the Building or other accommodation of a similar location and standard). If the Tenant stays in a double study-bedroom alone, they may have to pay for the accommodation at the rate which would apply to two Tenants living in that room.
7. The Tenant accepts responsibility for the state of decoration and allequipment, furniture, fixtures and fittings in the bedroom and agrees to pay for any damage caused to, or loss from, this room during the Term. The Landlord will take account of fair wear and tear. The Tenant must also accept responsibility with other tenants for all decoration, equipment, furniture, fixtures and fittings within shared areas and pay (individually or jointly) for any damage caused to, or loss from, these areas. Again, the Landlord will take account of fair wear and tear.
8. The Tenant must use the Property as its home only and not for business use and not share the Property with anyone else, unless the Landlord has agreed otherwise in writing. The Tenant must accept responsibility for the actions of its guests or visitors to the Property or Building.
9. The Tenant must leave the Property in a clean and tidy condition and hand in the keys/cards at the end of the tenancy. The Tenant will be responsible for any damage and pay to replace any fixtures and fittings, furniture or contents which have been broken, lost, damaged or destroyed during the Term and for any cleaning needed. The cost will be added to the charges specified in the accommodation offer/payment schedule.
10. The Tenant must provide a safe environment for the Landlords employees or their agents who may have to enter the Property. For example, make sure people cannot trip over cables to personal equipment.

**5 The Tenant must not:**

1. The Tenant must not carry out any decoration, maintenance or alterations to the Property, or fix posters and so on to the walls of the Property or Building (other than on any noticeboards provided), irrespective of what the Tenant uses to fix the poster to the wall.
2. The Tenant must not annoy or cause a nuisance or danger to other tenants or neighbours. The Tenant must not organise, or allow, parties or other social gatherings which are likely to cause too much noise or nuisance, in the boundaries of the Property or Building or grounds.
3. The Tenant must not tamper with, misuse or remove any item of firefighting equipment or the fire alarm system. The Tenant must not damage or misuse any services which supply the Property. All faults or damage must be reported to the Residential Service Manager as soon as is reasonably possible. This must not be later than the next working day.
4. The Tenant must not bring (or allow anyone else to bring) drugs or other illegal substances into the Property, other than those legally prescribed by a doctor or which are available from a chemist. If the Landlord finds the Tenant with any illegal substances, the Landlord reserves the right to immediately end the tenancy and take any further relevant action against the Tenant including informing the police.
5. The Tenant must not keep any fuel or other material or items which could be used for offensive purposes in the Property or Building or in the grounds. In particular, the Tenant must not use:
   * chip pans or any methods of deep-fat frying (other than electric deep-fat fryers with thermostatic shut offs);
   * candles;
   * incense sticks;
   * BBQs; and
   * halogen bulb desk lamps.
6. The Tenant must not use any heating or other portable domestic appliances other than those which the Landlord have approved or provided. The Landlord will need to test all appliances the Tenant owns or has use of for electrical safety before they are allowed to be used in the Property. The Landlord will charge the Tenant for this testing. The charge for this is included within the Rent. The Tenant must co-operate with contractors when testing appliances and allow the Landlord and the Landlords representatives’ access to the Property at all reasonable times if reasonable notice is given.
7. The Tenant must not copy any keys to the Property and not allow anyone else to use the keys. The Landlord treats loss of, or damage to, keys, locks or other security devices as damage to the Property or Building. The Landlord will recharge to the Tenant the reasonable and proper cost of replacement keys or other security device, or changing the locks which costs will vary depending on the circumstances, but may be in the region of £10 to £40. This charge will also be payable by the Tenant if the keys to the Property are not returned to the Landlord at the end of the Term. The Landlord reserves the right in connection with actions taken in the case of lost or damaged keys locks or other devices the right to re-charge its staff or contractor call-out time at a reasonable hourly rate (likely to be £15.00 per hour) plus any taxi or other necessary expenses.
8. The Tenant must not store any bicycle or other form of transport in the Property or Building.
9. Other than in exceptional cases that the Landlord has approved, the Tenant cannot keep or drive a motor vehicle other than a moped or motorcycle. This does not apply if the Tenant is a blue badge holder, and may not apply if the student has a course placement, outside of Chelmsford, and applies for and is allocated a permit to park at the Ransomes Way Student Village. If the Tenant holds a residential parking permit the Landlord has issued, the Tenant can only park in the designated area. The Tenant will have to pay for any charges for parking anywhere else within the car parks.
10. The Tenant must not fix, install or add any other fittings including phone, TV and radio aerials (or allow these) in or on the Property.
11. The Tenant must not hang any clothes or other items on the outside of the Property other than in the designated areas (if any) provided for this purpose.
12. The Tenant must not engage in behaviour or allow their guests or visitors to engage in activity which is violent, indecent, disorderly, threatening or offensive. The Tenant must not act, or allow anyone else to harass, offend, harm anyone else or including but not limited to other tenants, visitors and members of staff. Please see the Regulations for a definition of harassment.
13. The Tenant must not damage the Property or damage or remove, change or replace any of the furniture, fixtures and fittings in or from the Property and must keep the Property in a clean and tidy condition. The Residential Service Manager reserves the right to arrange a cleaning service and pass on the charges to the Tenant if the Tenant causes or allow damage or does not keep the Property in a clean and tidy condition. The Landlord can also withdraw any offer of accommodation at any time if it feels this necessary under the circumstances.
14. The Tenant must not keep any animals or pets in the Property other than assistance dogs. If the Tenant has an assistance dog, they must get written permission from the Landlord to keep it.
15. The Tenant must not smoke (including e-cigarettes) in the Property. The Landlord reserves the right to take disciplinary action against any Tenant found smoking in the Property and to invoice the Tenant for any damage caused to the Property from smoking including redecorating and associated loss of rent whilst the property is out of use.

**6 Landlord’s responsibilities**

1. The Landlord will insure the Property and all its contents against loss or damage by fire and all other risks usually covered by a standard comprehensive policy. Basic personal possessions insurance is also included and the University will give the Tenant information about this before the tenancy commences so the Tenant can check what is and is not covered, and arrange at their own cost enhanced insurance cover if required.
2. The Landlord agrees to do the following:
   1. To pay reasonable water charges and outgoings due for the Property during the Term including any charges for gas or electricity to or on the Property. Excessive usage (deemed to be over the equivalent of 3300kwh per person) for combined heating, gas and electricity will be recharged to the Tenant.
   2. (As long as the Tenant is not in breach of the Agreement), to allow the Tenant quiet enjoyment and to live peacefully in the Property during the Term.
   3. (As long as any insurance claim is not refused (because of an act or failure to act by the Tenant or anyone at the Property with your permission), the Landlord will return to the Tenant any part of the rent the Tenant has paid for any period whilst the Tenant cannot live in the Property because of fire, storm, flood or other insured risk. If there is a dispute about the rent the Landlord owes to the Tenant, the matter will be settled by arbitration.
   4. To maintain the grounds and garden of the Property and the Building. The Tenant is still responsible for keeping these areas in a reasonable condition.
   5. To provide heating and lighting to the Property within a reasonable time of the Tenant moving in.

**7 Subletting**

1. The Tenant agrees the following:
   1. Not to transfer, sublet, assign, charge share or part with possession of the Property or Building. The Tenant may have one non-paying guest to share the Property for not more than one night in any seven nights in a row, unless the Landlord agrees differently in writing.
   2. To be responsible for the conduct of any guests and visitors the Tenant has and to ensure their safe evacuation from the Property should the need arise.

**8 Student letting and Tenancy agreement**

1. The Landlord can enter the Property and give the Tenant notice to quit the tenancy if the Tenant:
   1. misses paying the Rent or any instalment for at least 28 days after it is due (whether legally demanded or not);
   2. leaves the Property empty (without arranging this with the Landlord or its agents) or fails to give the Landlord vacant possession on the date given;
   3. breaches any of its obligations in the Agreement;
   4. stops taking part in (for whatever reason) a course (as defined in Schedule 1 of the Housing Act 1988) at the University and is no longer a student; or
   5. has been causing a persistent nuisance to other tenants or neighbours or the condition of the Property or furniture, fixtures and fittings has deteriorated as a result of neglect. The Landlord will also be entitled to claim all costs to recover any amounts due under this Agreement or to get the Property back from the Tenant.

The Tenant can get advice from the Citizens Advice Bureau or Students Union on this procedure. For the avoidance of doubt the Landlord will comply where applicable with the requirements of the Protection of Eviction Act 1977 in connection with any notices or steps taken to recover possession of the Property.

1. If the Landlord plans to take action against the Tenant under the student disciplinary procedure in the Regulations, the Tenant will not normally lose its tenancy unless this is recommended under the student disciplinary procedure. The Tenant will have a right to appeal in this situation.

**9 Notices**

1. Any notice to be served by the Tenant to the Landlord should be addressed to Residential Service Office and handed to the Residential Service Manager at the relevant Residential Service Office as listed below.  
   Cambridge: Eastings 001 East Road, Cambridge, CB1 1PT  
   Chelmsford: Queen's Building, QUE 025, Bishop Hall Lane, Chelmsford, CM1 1SQ
2. The Landlord can give the Tenant any notice by hand or send it by registered post or recorded delivery. Such notice will be sent to the Tenants Property address and non-term time addressed (if supplied on E-Vision). The Landlord will assume any notice is served the day after it is posted.

**10 Code of Conduct**

The Tenant must abide by the terms of the Code of Conduct for students contained within the Regulations while in University-managed accommodation.

**11 Complaints**

If a Tenant wishes to make a complaint this should, in the first instance, be addressed to the Residential Service Office at the relevant Residential Service Office address stated in clause 9. In the event that the complaint cannot be dealt with informally, the Tenant should send their formal complaint by email to [complaints@aru.ac.uk](mailto:complaints@aru.ac.uk) and/or by post to The Secretary and Clerks Office, Bishop Hall Lane, Chelmsford, Essex, CM1 1SQ.

|  |  |  |
| --- | --- | --- |
| **Due Date** | **Description** | **Amount** |
| {{DueDate1}} | {{TranDesc1}} | {{SAmount1}} |
| {{DueDate2}} | {{TranDesc2}} | {{SAmount2}} |
| {{DueDate3}} | {{TranDesc3}} | {{SAmount3}} |
| {{DueDate4}} | {{TranDesc4}} | {{SAmount4}} |
| {{DueDate5}} | {{TranDesc5}} | {{SAmount5}} |
| {{DueDate6}} | {{TranDesc6}} | {{SAmount6}} |
| {{DueDate7}} | {{TranDesc7}} | {{SAmount7}} |
| {{DueDate8}} | {{TranDesc8}} | {{SAmount8}} |
| {{DueDate9}} | {{TranDesc9}} | {{SAmount9}} |
| {{DueDate10}} | {{TranDesc10}} | {{SAmount10}} |
| {{DueDate11}} | {{TranDesc11}} | {{SAmount11}} |
| {{DueDate12}} | {{TranDesc12}} | {{SAmount12}} |
|  |  | **£{{TotalAmount}}** |

|  |  |  |  |
| --- | --- | --- | --- |
| Signed | ............................................... | Signed | ............................................... |
| (by the Tenant) | | (on behalf of the Landlord) | |
| Date | ............................................... | Date | ............................................... |