

The Queen's Foundation for Ecumenical Theological Education
Assured Shorthold Tenancy Agreement

DETAILS OF TENANCY (THE "DETAILS")

THIS TENANCY AGREEMENT (THE "AGREEMENT") IS MADE BETWEEN

Name and address of Association: **The Queen's Foundation for Ecumenical Theological Education** ("we/us") of Somerset Road Edgbaston Birmingham B15 2QH.

You can serve any notices (including notices in legal proceedings) on us at the above address.
AND

Full name of Tenant(s):
.....
.....("you")
(if there is more than one tenant, the word "you" applies to all of you and the names of all tenants should be written above. Each tenant individually has all the rights and responsibilities of this Agreement).

The Address of your Home: We give you an Assured Shorthold Tenancy for an initial term of six months and, after that, monthly of
.....
(the "Home") with shared use of any communal areas with us, our staff, visitors, and other tenants and occupiers.

Description of your Home: Your Home is:
.....
.....and includes any fixtures and fittings.

Furniture Our furniture and fittings are in the inventory attached to this Agreement (if any).

Charity Status The home that is the subject of this tenancy is held by a charity that is a registered charity.

Student The accommodation is provided to assist full-time students at locally recognised higher education establishments with their studies (a "Student").

Date of Start of Tenancy Agreement: The Agreement begins on and is an assured shorthold tenancy. The terms of this Agreement are set out in the Terms and Conditions provided to you with this Agreement.

Payments for your Home: Net Rent £..... (the "net rent") Total Payment £..... (the "Rent")

By signing below, you agree you have been given an opportunity to read our Terms and Conditions provided with this Agreement and you accept them.

Signature(s) on behalf of the Tenant(s):
(In the case of a joint tenancy each of you must sign)

Signed by the Tenants:
..... Dated:.....
..... Dated:.....

Signature on behalf of The Queen's Foundation: Dated:.....

**THE QUEEN'S FOUNDATION FOR ECUMENICAL
THEOLOGICAL EDUCATION**

**Assured Shorthold Tenancy Agreement
Terms and Conditions**

**Anthony Collins Solicitors
134 Edmund Street
Birmingham B3 2ES**

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Terms and Conditions

Words in italics do not form part of these terms and conditions. They are simply notes which have been included to explain parts of the Agreement.

1. General Terms

YOU AND WE AGREE:

Payment for your Home

- 1.1. You will pay us the Rent for your Home. The Rent is due in advance on the first day of each calendar month.
- 1.2. In this Agreement the term "Rent" refers to the net rent set out in the Details. The net rent and service charge may be varied from time to time under this Agreement.

Security Deposit

- 1.3. You shall deposit the sum of £____.____ ("the Security Deposit") to us at the commencement of this Agreement.
- 1.4. If any sum due to us remains unpaid on the termination of this Agreement, we will retain sufficient monies from the Security Deposit to cover the amount due. We will also deduct from the Security Deposit such sums as may be required to remedy any failure by you to comply with your obligations under this Agreement. In the event of there being no claim against you on the termination of this Agreement, the Security Deposit will be returned in full within 14 days of such termination. Interest will not be paid on any refunded Security Deposit.

Changes in Rent

- 1.5. On the first Monday in September/March each year that this Agreement subsists the Rent shall be increased by 5% points more than the percentage increase in the United Kingdom Retail Price Index over the period of 12 months to the 30th November prior to the relevant first Monday in September/March or 5% points more than the percentage increase in the Average Weekly Earnings Index for the same period, whichever may be the higher, OR such lower sum as we may decide PROVIDED THAT the Rent payable shall never be decreased. If either of the said indices or the basis on which they are calculated or published is altered to a material extent (as to which our decision shall be conclusive) we may give written notice of our proposal to substitute an alternative published index of general prices or the value of money for calculation of the Rent and this Agreement will be varied accordingly and the Rent will be calculated accordingly thereafter.

- 1.6. If you do not wish to continue the tenancy at the reviewed Rent, you can end this Agreement by writing to us before the reviewed Rent takes effect stating that you wish to end the Agreement on or before the reviewed Rent takes effect.

Electricity Meter

- 1.7. Where your Home has an electricity meter, the meter shall be read at the end of each term and on the date this Agreement ends and you agree to pay the charges due.

Service of Notices

- 1.8. We may serve notices on you under this Agreement by:

- handing it to you or any joint-tenant; or
- sending it by post or recorded delivery to your Home (please see page one) or your last known address; or
- leaving it at your Home or posting it through the letterbox or pigeon hole

Insurance

- a. The Queen's Foundation insurance covers your personal possessions up to the value of £1,500 with the maximum individual item of £500. If you have high value items, or items whose total exceeds this limit, you may need to purchase top-up cover. Details of cover and how to make a claim will be included with the Arrival Instructions given to you when you collect the keys for your room.
- b. You are urged to store details of your valuable items, for instance using a national register such as: <https://www.immobilise.com/>

Other Parties

- 1.9. Nothing in this Agreement shall give to any other person any benefit or the right to enforce any term of this Agreement and you and/or we may vary or cancel this Agreement without being required to obtain the consent of any other person.

Changes in Legislation

- 1.10. Where any Act of Parliament is mentioned in this Agreement it means that Act as it applies at the date of this Agreement and any later amendments or re-enactment of it.

Condition of your Home

- 1.11. You and we agree the schedule of condition together the photographs (if any) attached to this Agreement at Annex 2 represent the condition of your Home at date this Agreement starts.

Consent

- 1.12. Where you must obtain our consent under this Agreement we will not unreasonably withhold it (this obligation does not include any implied terms). Where we give our consent we can make that consent subject to reasonable conditions.

2. Our Obligations

Possession

- 2.1. We agree to give you possession of your Home at the start of this Agreement.

Your Right to Occupy

- 2.2. We agree not to unlawfully interrupt or interfere with your right to peacefully occupy your Home. (NB. You must still give access to us when required.)

Repairs

- 2.3. We agree to maintain the structure and exterior of your Home in a reasonable state of repair.
- 2.4. We agree to keep in repair and proper working order any installations in your Home for space heating, water heating and sanitation and for the supply of water, gas and electricity, including kitchen and bathroom fixtures, sinks, baths and toilets.
- 2.5. We agree to keep the exterior of your Home and any other common areas in a reasonable state of decoration.
- 2.6. We agree to make good after any repair that we are responsible for.
- 2.7. We are not responsible for any repairs or replacements needed to your Home if they are needed because of damage or neglect caused by you, anyone living with you, your visitors or pets.

3. Your Obligations

Use of your Home

- 3.1. You agree to live in your Home as your only or main home and keep it secure.

- 3.2. You agree not to use or to allow anyone living with you or visiting you to use your Home or the communal areas for unlawful, immoral or illegal purposes.
- 3.3. You agree not to operate a business at your Home without first getting our written consent.

Possession

- 3.4. You agree not to part with possession of or sub-let the whole of your Home.

Rent

- 3.5. You agree to pay the Rent in advance on the first day of each calendar month.

Council Tax and Outgoings (for married accommodation only)

- 3.6. Where you live in married accommodation you agree to pay all council taxes and outgoings (including but not limited to electric current consumed and telephone charges) in respect of the Home.
- 3.7. Charged at metered rate where meters are available. Or at an average consumption rate.

Portable Appliance Checks

- 3.8. You agree to pay our reasonable costs in respect of any portable appliance checks required by law or our insurers for portable appliances provided by you.

Telephone Line

- 3.9. You agree not to install a telephone line without our prior written consent.

Nuisance and Anti-Social Behaviour

You are responsible for your actions and the actions of your family, anyone living with you and your visitors.

- 3.10. You agree to ensure you, anyone living with you or your visitors do not engage in or threaten to engage in conduct which is capable of causing nuisance or annoyance to any person who:-
 - (a) has a right to reside in or occupy housing accommodation owned or managed by us; or

- (b) has a right to reside in or occupy other housing accommodation in the neighbourhood of housing accommodation owned or managed by us; or
- (c) is engaged in a lawful activity in or in the neighbourhood of housing accommodation owned or managed by us; or
- (d) is employed in connection with the exercise of our housing management function, whether employed by us or not.

3.11. Examples of what you and persons living with or visiting you must not do, cause, commit or allow include (but are not limited to):-

- harassment on any grounds;
- the use or threat of violence;
- racist language or behaviour;
- abusive or insulting words or behaviour;
- damaging or threatening to damage property belonging to another person or their home;
- writing graffiti and in particular graffiti which is abusive, threatening or insulting;
- behaving in an offensive or irritating manner when drunk;
- making noise which can be heard outside your Home including arguing, door slamming and loud music;
- using or allowing your Home to be used for prostitution, dealing in or the use of any illegal drugs;
- any nuisance or annoyance caused by pets including barking and fouling;
- dumping rubbish at your Home or in the locality; and
- playing ball games close to someone else's home.

Racial and Other Harassment

3.12. You agree not to cause, commit or allow anyone living with you or your visitors to commit any harassment including (but not limited to) harassment on the grounds of colour, race, sex, sexual orientation, age, gender, religious belief, culture, ability, physical or mental disability or lifestyle which is or is likely to interfere with the peace and comfort of, or cause offence to anybody.

Employee Harassment

3.13. You agree not to threaten, intimidate, harass, cause alarm or distress or carry out any violent act and ensure anyone living with you or your visitors do not threaten, intimidate, harass, cause alarm or distress or carry out any violent act against any of our employees, agents or contractors, either when visiting you at your Home or in any of our offices or anywhere else.

3.14. You agree not to keep or use or allow anyone living with you or your visitors to keep or use any illegal drugs in your Home or

in the locality. We consider it to be a serious breach of your tenancy if you use illegal drugs, harass people or cause a nuisance. You would be at risk of losing your Home if you broke these conditions.

Domestic Violence

- 3.15. You agree not to harass, assault, or mentally, physically or sexually abuse anyone living in your household.

Noise

- 3.16. You agree not to play, use or allow to be played or used in your Home or in the locality of your Home any radio, television, CD player, record or tape recording, amplifiers, loud speakers or musical instrument so loudly so as to cause or be likely to cause a nuisance or annoyance to other tenants, members of their household, visitors or adjoining occupiers or so that it can be heard outside your Home between the hours of 10pm and 8am.

Pets

- 3.17. You agree not to keep any pets at your Home without our prior consent.

Hazardous Materials

- 3.18. You agree not to use or store in your Home or any store, shed or garage, any petrol, paraffin, liquid petroleum, or calor gas heaters or other highly flammable materials other than usual household goods (eg. for lawnmowers, barbecues etc.).

Internal Repair and Decoration

- 3.19. You agree to keep the interior at your Home in a reasonable and clean condition and to obtain our consent to the colour and quality of paints before decorating the internal parts of your Home.

This means you should take reasonable care of your home.

Minor Repairs and Maintenance

- 3.20. You agree to carry out minor repairs and maintenance to your Home including (but not limited to):-
- the replacement of all cracked or broken glass resulting from damage caused by you;
 - the re-fixing of loose window handles and stays;
 - the replacement of loose internal door locks, latches, handles, hinges, defective letter boxes and locks where the keys have been lost;

- the replacement or refixing of hat and coat hooks, loose architraves, skirting boards, picture and Dado rails, curtain battens and shelving;
- the replacement or refixing of wall and floor tiles and tiles on fire surrounds or hearths;
- the replacement of WC seats, sink and bath plugs and toilet roll holders;
- the unblocking of sinks, basins and bath wastes where the blockage is within your Home; and
- the replacement of smoke alarm batteries.

Alterations

- 3.21. You agree not to make any alterations or put in any fixtures without obtaining our prior written consent.

Damage and Neglect

- 3.22. You agree to make good or repay to us the reasonable cost of cleaning, replacement or repairing any damage done to your Home or our fixtures or fittings or to the common areas caused by you or anyone living with you or your visitors other than fair wear and tear.
- 3.23. You agree to repay to us the reasonable cost of clearing stoppages in WCs, drains and water pipes where such damage or stoppage has been caused by your neglect, wilful act or default or that of anyone living with you or your visitors.

This means that you must pay for the repair of any damage caused by you, anyone living with you and your visitors.

Reporting Disrepair

- 3.24. You agree to report to us promptly any disrepair or defect which you are aware of in your Home or in the common areas that is our responsibility to repair.
- 3.25. Where you live married accommodation you should write any repairs required in the maintenance book in the foyer of the New Building

Access

- 3.26. You agree to allow us and our authorised employees, agents or contractors access to inspect and carry out repairs, improvements or other works to your Home or your neighbours' homes as long as we give you notice in writing of

our need to have access to your Home. We will normally give at least 48 hours' notice but you must give immediate access in an emergency.

This means that you must allow us and our contractors access to carry out gas safety checks and to test and service smoke alarms that are fitted by us and attached to mains electricity.

Assignment

3.27. You agree not to transfer the Agreement by assignment.

Overcrowding

3.28. You agree not to allow more than the number of people allowed in law to live in your Home.

Parking and Vehicles

3.29. You agree not to park or allow anyone living with you or your visitors to.

- park vehicles anywhere at your Home other than in designated parking areas;
- park vehicles anywhere which causes a nuisance or obstruction; and
- obstruct fire access points.

We will remove vehicles in breach of this Agreement from our land and recover the reasonable cost of doing so from you.

Communal Areas

3.30. You agree not to obstruct the communal areas or cause a fire hazard. You must:-

- not leave rubbish in communal areas;
- share responsibility for maintaining the communal areas in a clean and tidy condition with other residents; and
- always keep any outside doors closed.

Rubbish

3.31. You agree to dispose of household refuse at the designated collection point and not to deposit refuse in common entrances, halls, stairways and other common parts.

Keys

3.32. You agree to keep the keys to your Home safe and to report the loss of keys to us. If you lose keys to your Home you agree to pay our reasonable costs of providing replacement keys.

Health and Safety

- 3.33. You agree to comply with the Health & Safety Booklet enclosed at Annex 3 of this Agreement together with any instructions given by us in accordance with that booklet.
- 3.34. You agree not engage in conduct which is likely to endanger the health and safety of any residents in the locality of your Home.

Ending the Tenancy

- 3.35. You agree to give us at least one calendar months' notice in writing when you want to end the Agreement. If you give less than one calendar months' notice you will still be responsible for one months' Rent. You must sign and date the notice and give us a forwarding address.
- 3.36. If you are joint tenants, only one joint tenant need give notice and this notice ends this Agreement for all joint tenants.
- 3.37. You agree to end this Agreement if you cease to be a Student.

When you are Moving Out

- 3.38. You agree to give us vacant possession of your Home and return to us all keys for your Home before 12 noon on the day on which your tenancy ends.
- 3.39. You agree to remove all furniture, personal possessions and rubbish and leave your Home and our fixtures and fittings in a clean and lettable condition. Any items left in your Home after you have returned all keys to us or where your tenancy has ended may be sold or disposed of after attempting to give you notice. Our costs will be payable by you. Any money collected from any sale will be first credited against your rent account.
- 3.40. You agree to allow us to carry out an inspection of your Home before this Agreement ends and to be present at such inspection.
- 3.41. You agree to pay our reasonable costs for repairing any damage or cleaning that you are responsible for under this Agreement.

4. Your Rights and Security of Tenure

YOU HAVE THE FOLLOWING RIGHTS

Right to Occupy

- 4.1. You have the right to peacefully occupy your Home without unlawful interference from us (remember that we have a right of access which is set out earlier in this Agreement).

Security of Tenure

- 4.2. You have security of tenure as an assured shorthold tenant as long as you live in your Home as your only or main home. We can only bring the Agreement to an end by getting a Court order either on one of the grounds listed in Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) or upon giving you two months' written notice.

Ending of Assured Shorthold Tenancy

- 4.3. If the Agreement stops being an assured shorthold tenancy but becomes a contractual tenancy, (because, for example, you stop living in your Home as your only or main home) we can end this Agreement by giving you one calendar months' notice in writing.

Complaints

If you feel that we have broken this Agreement or not performed any obligation contained in it, you should first complain to us in writing giving details of the breach or non-performance. If we fail to deal with the complaint or, in your view, continues not to comply with the Agreement you can obtain advice and information about your remedies at law from a local Citizens' Advice Bureau or law centre or from a solicitor.