

(Agreement_11)

Question 1: Where may I serve notices on the landlord?

Answer : The Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

The Legal Department
Student Roost
Charles House
8th Floor
148 Great Charles Street
Birmingham B3 3HT

Question 2: If the Building of accommodation is destroyed for any reason, what is the action taken by the landlord?

Answer : If the Accommodation or Building are destroyed or otherwise damaged, to the extent that the Accommodation is not habitable, the Landlord may end the tenancy agreement by giving the Tenant one month's written notice.

Question 3: If my accommodation is not ready for occupation at the start of the Tenancy, could I refund the payments I have paid?

Answer : If the Accommodation is not available for occupation at the start of the Tenancy Period and the Landlord (despite using its reasonable endeavours) is not able to provide alternative accommodation, upon the Landlord notifying the Tenant in writing, the tenancy agreement will immediately terminate, and the Tenant will be entitled to a refund of all pre-payments they have made to the landlord (if any) and shall have no further liability under this tenancy agreement.

Question 4: If the landlord terminate the Tenancy agreement because the accommodation is not ready for occupation at the start of the tenancy, and the landlord could not provide alternative accommodation, could I request him to pay the extra sums I will pay to have alternative accommodation owned by another landlord?

Answer : In the event of a termination under clause 7.12, the Landlord will not be liable for any direct or indirect losses, damages, expenses, costs, charges and/or loss of anticipated savings incurred by the Tenant (including but not limited to any additional sums the Tenant may be required to pay to obtain alternative accommodation elsewhere) resulting from any such termination.

Question 5: Could my visitors be refused to enter the Building?

Answer : The Landlord reserves the right, in its absolute discretion, to refuse entry to the Building to any visitor/guest and/or reject any visitor/guest from the Building if it considers that a visitor/guest's behaviour or conduct is causing, or is likely to cause (without limitation) damage, injury, nuisance or distress to others.

Question 6: Does the landlord have the right to stop providing any of Services in the accommodation?

Answer : The Landlord can suspend or withdraw Services (having given the Tenant prior notice where possible, unless it is a case of emergency) if the Landlord considers it necessary to do so, to allow the Landlord to carry out repairs or alterations. The Landlord will not be liable for any costs, expenses, losses, liabilities, damages or actions that occur as a result of doing so.

Question 7: Could the accommodation Reception receive my parcels?

Answer : **LANDLORD'S RIGHTS AND OBLIGATIONS**

to accept delivery of the Tenant's parcels and mail during reception open hours. The Landlord will not accept anything it thinks may contain offensive, dangerous, illegal or illicit material and/or anything that is too big or heavy for the Landlord to store. The Landlord will not be liable for any loss or damage to the Tenant's parcels and mail.

Question 8: Does the insurance cover the cost of repair of any damage caused by the Tenant?

Answer : 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.

Question 9: If the property has been sold, will my Deposit transfer to the new owner?

Answer : If the Landlord transfers its interest in the Accommodation and/or Building it will transfer the Damages Deposit to the same person to whom it transfers its interest. The Damages Deposit will remain protected by the terms of the Tenancy Deposit Protection Scheme. The

new landlord will advise the Tenant of any change to the Tenancy Deposit Protection Scheme within 30 days of the date of the transfer. Once the transfer is complete, the Landlord has no further liability to the Tenant for the return of the Damages Deposit.

Question 10: When will the Deposit be returned?

Answer : the Damages Deposit, or the relevant amount of the Damages Deposit, will be returned to the Tenant following the end of the Tenancy Period in accordance with the terms of the Tenancy Deposit Protection Scheme.

Question 11: Could I charge my electric scooters in the Building?

Answer : **Tenant's Rights and Obligations**

Not to use, keep, store, and/or charge electric scooters or electric bikes in the Accommodation and/or Building

Question 12: Does the rent include the car park?

Answer : **Tenant's Rights and Obligations**

Not to use any parking areas serving the Building unless a car park space has been purchased from, and a car parking licence has been entered in to with, the Landlord.

Question 13: Is the gym available all the duration of the tenancy?

Answer : Whilst the Tenant has the right to access Common Parts, these are not guaranteed to always be available to the Tenant.

Question 14: What should I do if I find a pest infestation in the Accommodation?

Answer : Tenant's Rights and Obligations

To notify the Landlord promptly if a pest infestation is found in the Accommodation or in any of the Common Parts and to pay (within fourteen (14) days of the Landlord's invoice) the cost of cleaning the Accommodation (or a share of the cost of cleaning the Common Parts), removal and treatment by a specialised contractor, and replacement or repair of any furnishings damaged or contaminated by the infestation if this has been caused by the Tenant.

Question 15: When should I return the keys?

Answer : Tenant's Rights and Obligations

to return to the Landlord all keys by 12:00 PM (UK time) on the last day of the Tenancy Period.

Question 16: Could I have a party in the Building?

Answer : Tenant's Rights and Obligations

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 11:00 PM (UK time) and 8:00 AM (UK time), is likely to be anti-social behaviour which may result in termination of this tenancy agreement and/or enforcement action by the local authority.

Question 17: My younger brother wants to stay with me in the accommodation tonight and leave in the morning, could I allow him?

Answer : Tenant's Rights and Obligations

Not to allow any children under the age of 18 years to stay overnight in the Accommodation.

Question 18: Could I share the accommodation with my friend?

Answer : Tenant's Rights and Obligations

Not to share occupation of the Accommodation (or any part of it) under any circumstances (unless the Landlord has agreed to a dual occupancy tenancy). This includes renting out the Accommodation (or any part of it) on Airbnb or any similar online letting sites or through a letting agent.

Question 19: Could I have barbeques in the accommodation?

Answer : Tenant's Rights and Obligations

Not to use grills, barbeques or any other open flame device in the Accommodation.

Question 20: What should I do when the fire alarm is sounded?

Answer : Tenant's Rights and Obligations

To vacate the Accommodation and the Building (and ensure that any guests/visitors also vacate the Accommodation and the Building) immediately whenever the fire alarm is sounded.

Question 21: Is there a penalty for late paid of the rent?

Answer : The Tenant shall pay interest at the rate of 4% per annum above HSBC UK's base rate on any Rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the Rent should have been paid until the date the Rent is actually paid.

Question 22: Is it allowed to pay the last month of rent from the Deposit?

Answer : The Tenant must not off-set the Damages Deposit against payment of Rent or other sums due under this tenancy agreement.

Question 23: What are the Services provided by the landlord in the Building?

Answer : Services

- (a) Maintenance (including external window cleaning) and repair of the Building;
- (b) insurance of the Building;
- (c) cleaning and lighting of the Common Parts, excluding the areas inside Cluster Flats (i.e. kitchens, living areas and corridors);
- (d) hot and cold running water supply to Studios and Cluster Flats;
- (e) electricity supply to Studios and Cluster Flats;
- (f) access to Wi-Fi in the Building;
- (g) insurance of the Tenant's possessions in accordance with the policy details supplied to the Tenant;
- (h) disposal of rubbish deposited in proper receptacles provided in the Building; and
- (i) security of the Building

Question 24: Is returning the keys to the landlord before expiry of the Tenancy Period and moving out of the Accommodation is enough to terminate the tenancy?

Answer : 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. Returning the keys to the Landlord will not in itself be sufficient to end the tenancy.

Question 25: How long is the notice should the landlord give to the Tenant before inspections?

Answer : The Landlord may carry out inspections to ensure compliance with this clause but will give at least 24 hours' notice before entering the Accommodation, unless there is an emergency or the Landlord has reasonable grounds to suspect that the Tenant is in serious breach of this tenancy agreement, in which case the Landlord will be entitled to immediate access.

Question 26: I collected the keys from the landlord but still did not sign the agreement, have I taken the Tenancy?

Answer : Where a person has been provided with a copy of this tenancy agreement but does not sign it or agree to it electronically and 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.

Question 27: Some of equipment of the gym is damaged, and nobody knows who did that, will any of the tenants will be charged?

Answer : 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 cost of repairing the damage or reinstating the loss PROVIDED THAT:

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
2. damage occurring within a Cluster Flat will be charged to the people living in the Cluster Flat (in equal proportions).

Question 28: Will any invoices of repairs done by the landlord include administration fee?

Answer : In addition to the cost of the work, the Landlord may charge an administration fee equivalent to 10% of the cost of the work, to cover the cost of the Landlord having to arrange the work and carry out the re-inspection.

Question 29: When should the invoices of repairs be paid?

Answer : The Tenant shall pay these charges within fourteen (14) days of the Landlord's invoice for them and shall be liable to pay interest on any late payments.

Question 30: How much are the charges of damage?

Answer : A list of damage and cleaning charges is available from the Landlord on request.