

Date 19th January 2021

(1) UNIVERSITY OF LEEDS

And

(2) Panteleimon Eleftheriou

**HOUSING ACT 1996
ASSURED SHORTHOLD TENANCY AGREEMENT**

**Relating to
Flat 2, 25 Cumberland Road
Leeds
LS6 2EF**

**Accommodation Office
The University of Leeds
Leeds
LS2 9JT**

**Tel: (0113) 343 6099
Fax:(0113) 343 6077**

IT IS AGREED as follows:-

1. LETTING AND RENT

The Landlord lets and the Tenant takes the Property together with the right to use the contents for a period of 1st May – 30th June 2021 (the "**Tenancy Period**") at the monthly rent of £825 (eight hundred and twenty five pounds) for the first month of the tenancy and thereafter at the monthly rent ascertained in accordance with the Schedule (the "**Rent**")

2. TENANT'S COVENANTS

The Tenant covenants with the Landlord:-

- 2.1 to pay the Rent in advance on the 1st day of each month during the Tenancy Period whether or not the Rent is formally demanded by the Landlord;
- 2.2 to pay as a debt payable on demand all costs and expenses which the Landlord may incur which relate to or arise from any breach of the Tenant's covenants in this Agreement or any of the Landlord's reasonable attempts to enforce them, including:
 - 2.2.1 the preparation and service of a notice under section 8 of the Housing Act 1988;
 - 2.2.2 the preparation and service of a notice under section 146 of the Law of Property Act 1925;
 - 2.2.3 the issue of proceedings in respect of any breach of the Tenant's Covenants in this Agreement (or in respect of the outcome of such proceedings);
 - 2.2.4 the exercise of the Landlord's powers under sub-clause 2.15.1 of this Agreement;
- 2.3 to keep the interior of the Property (including doors and windows) clean and in good condition (fair wear and tear excepted) provided that the Tenant shall not be obliged to put the interior of the Property into any better condition than as at the date of this Agreement;
- 2.4 to take all reasonable precautions (including draining) to prevent any damage to the water and/or heating systems installed in the Property by freezing;
- 2.5 to allow the Landlord and anyone authorised by the Landlord to enter the Property to inspect the condition of the Property and the Landlord's contents ("the **Contents**") subject to the Landlord giving 24 hours prior notice (no notice required in an emergency) and to comply with any notice given by or on behalf of the Landlord requiring action to remedy any breach of the Tenant's covenants in this Agreement;
- 2.6 to allow the Landlord and anyone authorised by the Landlord to enter the Property and carry out any works of maintenance, repair or re-decoration to the Property or the Contents which:-
 - 2.6.1 may be necessary as a result of any breach of the Tenant's covenants in this Agreement; or
 - 2.6.2 may be necessary to enable the Landlord to discharge the covenants set out in sub-clauses 3.2 and 3.3 of this Agreement;
- 2.7 to allow the Landlord and anyone authorised by the Landlord to enter the Property at any reasonable time of the day to view the Property;

- 2.8 to allow the Landlord and his Agents (including any future Purchasers, Purchasers' Agents and their Surveyors) access to the Property for the purpose of Sale of the Property, provided the Landlord gives 24 hours prior notice;
- 2.9 to use the Property as a single private dwelling house for the personal occupation of the Tenant the Tenant's spouse (if any) and dependent children (if any) only and not for any trade, business or profession.
- 2.10 not to take in paying guests at the Property nor share nor part with possession of the Property or any part of the Property;
- 2.11 not to assign, sub-let, mortgage or charge the Property or any part of the Property;
- 2.12 not to alter or add to the Property nor attach any fixtures or fittings of any kind (including wires, cables and aerials) to the Property without first obtaining the Landlord's written consent (which may be withheld, or granted subject to conditions);
- 2.13 to maintain the garden (if any) but not to alter the layout of the garden or remove any trees, hedges, shrubs or bushes without the previous written consent of the Landlord;
- 2.14 not to decorate the exterior of the Property without the previous written consent of the Landlord;
- 2.15 not to change the locks or install additional locks at the Property without the previous written consent of the Landlord;
- 2.16 not to do or allow anything to be done at the Property which in the opinion of a reasonable person would be likely to have an adverse effect on the insurance cover or increase the insurance premium for the Property;
- 2.17 not to do or allow anything to be done at or near the Property which may in the opinion of the Landlord be dangerous, offensive, illegal or immoral or which is or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property;
- 2.18 not to keep any animals, birds or other pets at or in the Property without first obtaining the express written permission of the Landlord;
- 2.19 to give to the Landlord any correspondence or documents received concerning the Property or the Landlord as soon as reasonably possible;
- 2.20 to inform the Landlord of any damage to the Property or the Contents as soon as reasonably possible;
- 2.21 to inform the Landlord in advance if the Property is to be left vacant for any continuous period of 28 days or more;
- 2.22 to keep the Contents clean and in good condition;
- 2.23 to replace any of the Contents which may become broken or damaged with replacement items of at least an equivalent quality and value, unless the breakage or damage is due to fair wear and tear;
- 2.24 not to remove any of the Contents from the Property; and
- 2.25 to yield up the Property and the Contents (including all keys) at the end of the Tenancy Period in the standard of repair and condition required by the Tenant's covenants in this Agreement.

3. **LANDLORD'S COVENANTS**

Provided that the Tenant at all times complies with the Tenant's covenants, including the covenant to give access when required, the Landlord covenants with the Tenant:-

- 3.1 to allow the Tenant quietly to enjoy the Property without interruption from the Landlord;
- 3.2 to carry out the repairs to the structure and exterior of the Property and the installations at the Property required by section 11 of the Landlord and Tenant Act 1985 (as amended);
- 3.3 to carry out the health and safety checks required of a residential landlord;
- 3.4 to keep the interior of the Property in good repair;
- 3.5 to repair or replace such of the Contents as become damaged or broken because of fair wear and tear;
- 3.6 to insure the Property (but not any belongings of the Tenant or any guest of the Tenant) in such sums and against such risks as the Landlord shall reasonably consider appropriate.

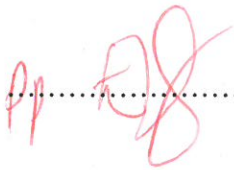
4. **AGREEMENTS**

The Landlord and the Tenant agree that:-

- 4.1 this Agreement is intended to create an assured shorthold tenancy
- 4.2 this Agreement can be terminated by the Landlord before the due date noted in clause 1 if any of grounds 2, 8, 10, 11, 12, 13, 14, 14A, 15 or 17 set out in Schedule 2 of the Housing Act 1988 exist;
- 4.3 the Tenant may terminate this Agreement before the due date noted in clause 1 by giving to the Landlord at least one calendar month's written notice
- 4.4 if the Tenant is more than one individual all of the Tenant's covenants in this Agreement may be enforced against the individuals jointly and against any or each of them individually;
- 4.5 the Landlord's address for service at which notices including notices in proceedings may be served is The Property Office, University of Leeds, Woodhouse Lane, Leeds LS2 9JT and will remain so until the Tenant is notified of a different address in England and Wales;
- 4.6 any notice given to the Tenant shall be properly given if addressed to the Tenant at the address of the Property;
- 4.7 any notice given to the Tenant in regard to an increase in Rent shall be served by first class mail and shall be effective not less than 28 days from the date of such notice
- 4.8 any written notice to be given to either party under this Agreement may be sent by first class post and if so sent shall be deemed to have been received on the first working day following the date of posting;
- 4.9 if the Tenant remains in occupation of the Property following the expiry of the Tenancy Period the terms of this Agreement shall continue to bind the parties save that the Agreement may be terminated:-

- 4.9.1 by the Tenant giving to the Landlord at least one month's written notice to expire on the last day of the relevant month in accordance with section 21(4) of the Housing Act 1988;
- 4.9.2 by the Landlord giving to the Tenant at least two months' written notice to expire on the last day of the relevant month in accordance with section 21(4) of the Housing Act 1988;
- 4.10 without prejudice to any other rights and remedies of the Landlord the Landlord may re-enter the Property and terminate the tenancy granted by this Agreement whenever:-
 - 4.10.1 any part of the Rent is unpaid for 14 days or more (whether formally demanded or not);
 - 4.10.2 the Tenant is in breach of any other of the Tenant's covenants in this Agreement;
 - 4.10.3 the Tenant (or if the Tenant is more than one individual any one of them) shall become bankrupt or enter into a voluntary arrangement or enter into a composition with his / her creditors;
 - 4.10.4 the Property is left vacant for more than 4 weeks without previous written consent of the Landlord;
- 4.11 This Agreement shall be governed by English law and any dispute arising out of this Agreement shall be subject to the jurisdiction of the English courts.

Signed by the Head of Accommodation Office
(but not Delivered until the date hereof) for and
on behalf of the University of Leeds


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Signed by the Tenant



Pantelis Eleftheriou, 19/1/2021

THE SCHEDULE
Rent Review

- 1 The Rent for the Property at the start of the Tenancy Period is £825 (eight hundred and twenty five pounds) and is based on the most recent Market Rent Assessment (MRA) for the Property, adjusted in line with inflation.
- 2 The Landlord will have a Market Rent Assessment (MRA) for the Property carried out by an independent assessor in approximately August of every third year from 2018
- 3 On 1 August in each year that an MRA is not carried out the Rent will increase by applying the Retail Price Index including mortgage interest (RPI) variation for the preceding twelve months (June - May inclusive) to the Rent payable in the immediately preceding year
- 4 The Landlord will notify the Tenant in writing before 1 August each year what the revised Rent will be from and including 1 August that year
- 5 The Landlord may either agree or decline to pay any new taxes or local rates introduced during the period of occupation and these will not automatically be absorbed within the Rent.
- 6 If the Tenant remains in occupation after expiry of the Tenancy Period, the Rent will be reviewed not more than once in every 12 months, and in accordance with the Housing Act 1988

