



Assured Shorthold Tenancy Agreement

FOR

Flat 15, 54, George Road, Birmingham, B15 1PL

Tenants:

Fathima Waseela Sarap

Particulars

This is a legally binding document and once signed you are jointly and severally bound to the terms.

Property: Flat 15, 54, George Road, Birmingham, B15 1PL

Contents: The fixtures and fittings at the property, together with any furniture, carpets, curtains and other effects listed in the Inventory (where applicable).

Landlord: Calthorpe Property Company Ltd

Landlord address: 76, Hagley Road, Birmingham, B16 8LU

Note: Any notice under Landlord and Tenant Act 1987 s48 can be served on the Landlord at the above address.

Managing agent: Purple Frog Property Limited, 189 Dawlish Road, Birmingham, B29 7AW

birmingham@purplefrogproperty.com, 0121 270 2722

Tenancy start date: Noon on 18/08/2022. Tenancy end date: Noon on 17/08/2023
Term: 365 days

Retainer/Security Deposit: £150.00 per tenant

Note: Retainer to become part of security deposit on commencement of this tenancy, please see clause 1.3.1.

Utilities: The rent includes Gas, Electricity, Water, Internet, TV Licence utilities, as limited by the Fair Usage Policy in section 5.

Payment terms: Rent is payable as per the Rent Payment Schedule below. All rent payments are due jointly and severally.

Tenants:

Name : Miss Fathima Waseela Sarap

Email : sarap_waseela@ymail.com

Phone : 07871158620

Address : 54, George Road, Birmingham, B15 1PL, Sri Lanka

Payment schedule:

Tenant number	Tenant name
1	Miss Fathima Waseela Sarap

Charge date	Tenant number	Sub-total
	1	
20/07/22	3,653.05	3,653.05
26/01/23	3,386.24	3,386.24
Sub-total	7,039.29	7,039.29
All amounts are in GBP (£)		

1 It is agreed that:

- 1.1 The Landlord lets to the Tenant the property ("the Premises") for the Term. The Premises include the fixtures, fittings, furniture and effects set out in the Inventory.
- 1.2 The total Rent for the Premises per calendar month is that shown in the Particulars of this agreement.
- 1.3
 - 1.3.1 The Retainer is due immediately upon the signing of this Agreement and is held as a non-refundable Retainer until the commencement of the term when it is held as the Deposit.
 - 1.3.2 The Deposit will be protected under a government authorised scheme and details will be provided to the Tenants, not later than 30 days after the commencement of the term.
 - 1.3.3 The Parties to this Agreement will abide by the procedures of the relevant Deposit Protection Scheme Rules, and it is agreed that the Tenant whose name appears first on this agreement is authorised to act as Nominated Tenant and that the Nominated Tenant will notify Purple Frog immediately of any change in the Tenants' details.
 - 1.3.4 Any interest earned will belong to the Landlord.
 - 1.3.5 The Deposit is refundable to the Tenant following the end of the Tenancy, provided that the keys to the Premises have been returned to the Landlord or their Agent and the Tenant has left the Premises in a satisfactory and clean condition; has provided proof to the Landlord's Agent that all utility and other bills including but not limited to Council Tax are paid to the end of the term; and is subject to deduction for any sums due under or for breach of this Agreement, including the reasonable costs of the Landlord and their Agent of remedying any such breach.
 - 1.3.6 The Tenant will not use any part of the deposit in place of the rent due under this Agreement.
- 1.4 The Tenancy has been granted exclusively to the named Tenant on the terms set out in this document and there is no other term, warranty,

representation or collateral agreement made unless in writing and signed by the Landlord and Tenant.

- 1.5 This Agreement is intended to create an Assured Shorthold Tenancy, as defined in Section 20 of the Housing Act 1988 (as amended), and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly.
- 1.6 The obligations of the Tenant are joint and several, and in this Agreement the masculine shall include the feminine and the singular shall include the plural.
- 1.7 All Tenants included on this tenancy have a right to access all parts of the Property as specified in the Particulars and Section 6 of this agreement.
- 1.8 The Premises are let as seen.

2 Obligations of the Tenant/guarantor

- 2.1 To make a full inspection of the Premises within 7 days of the first person collecting keys for the property and notify the Landlord of any defects in the Premises or in the furniture and equipment. In the absence of such notification, the Tenant accepts that the Premises, furniture and equipment, and their condition are as described in the Inventory.
- 2.2 Tenants must advise the Landlord or their agent in writing before signing this agreement if they have any disabilities which may require the Landlord or their agent to alter the fabric of the Premises or the service provided to the tenant.

2.3 The rent

- 2.3.1 To pay the rent, retainer and deposit on the agreed dates for the full term of the Tenancy without deduction or set-off, and any other sums due under or for breach of this Agreement forthwith, and in default to pay interest on any amount outstanding at the rate of 3% per annum above the base rate of the Bank of England calculated daily until paid.
- 2.3.2 If the rent or deposit or any instalment or part thereof shall be in arrears for more than 14 days after the due date (whether demanded or not), or if there shall be a breach by the Tenant of any of the terms of this Agreement, the Landlord may re-enter the Premises (subject always to any statutory restrictions on their power so to do) and immediately thereupon the Tenancy shall end without prejudice to the other rights and remedies of the Landlord. This is a forfeiture clause giving a right of re-entry to the Landlord, and the provisions of the Protection from Eviction Act 1977 apply.
- 2.3.3 To pay rent by Direct Debit using a service specified by the Landlord or Agent. Payments will be collected in line with the Payment Terms as detailed at the front of this Agreement; funds may be collected up to 3 working days before the due date in order that they clear in time. Should the Tenant not have sufficient funds in the registered account then the Landlord or Agent will automatically attempt the payment at a later date. The Tenant must register with the specified Direct Debit service before

any keys for the property will be released. A £50 fee will payable by any Tenant that cancels their Direct Debit facility, without prior written consent from the Landlord or Agent. If there are not sufficient funds in the registered account, the Tenant may be charged by their bank. The Landlord or Agent may collect by this service any sums due under or for breach of this Agreement. The Tenant agrees to pay to the Landlord or Agent any costs incurred by the Landlord or Agent for Direct Debit payments being rejected or charged back by the Tenant.

- 2.3.4 To pay an administration charge for each letter sent out by the landlord or their agent for breach of this agreement ; and to pay an administration charge of £125 + £10 per tenant over one for each Novation Agreement, or whatever reasonable costs are incurred by the landlord or their agent for each Novation Agreement (where one Tenant leaves and another joins during the tenancy), such charges to be recoverable as arrears of rent, these and any charges incurred under paragraph 2.3.3 above to be recoverable as arrears of rent.
- 2.3.5 The Tenant may only be able to withdraw from the remaining term of this Agreement if he or she finds a replacement Tenant for the remainder of the Term and on the same terms as this Agreement (including the provision for a guarantor, if appropriate) subject to (1) approval by the Landlord (such approval not to be unreasonably withheld); (2) the Tenant not being in arrears with the payments due under this Agreement; and (3) the agreement of the other Tenants.
- 2.3.6 The Tenant agrees to pay for all reasonable costs incurred by the Landlord or their agent to remedy any breach of the Tenancy by the Tenants. These costs may include but are not limited to debt collection fees, solicitors' fees and court costs.

2.4 Utilities

- 2.4.1 To read and record all meter readings at the beginning of the term of the Tenancy and to inform the Landlord's Agent and the relevant utility supplier of these and of the identity of the Tenant taking over the supply, and not to change or add any utility, supplier or meter (including cable and satellite) or transfer telephone number without first obtaining the consent in writing of the Landlord or their Agent.
- 2.4.2 To pay all bills and charges incurred during (or apportioned over) the term of the Tenancy at the Premises for Council Tax, Phone, Contents Insurance, including for connection, change, transfer or termination of supply; hereby agreeing that any unpaid may be deducted equally from the deposits at the Landlord's discretion and to produce forthwith on demand all relevant receipts.
- 2.4.3 If the Tenant is a full-time student they shall provide to the Landlord or their Agent proof of their student status at the time of contracting; otherwise they will be liable to pay, or reimburse the Landlord, the Council Tax due on the property.

2.4.4 If at any time the Tenant is not a full-time student or cannot prove that they would be exempt from paying Council Tax then they must pay the Council Tax directly to the Council and provide receipts to the Landlord on demand, or in default of receipts, authority to obtain the same from the Council; in default of receipts and authority they shall pay the Landlord on demand an amount equal to the Council Tax due on the property by reason of their default apportioned over the period of their occupation.

2.5 The Premises (including furniture etc.)

2.5.1 Not to damage, alter, or add to the garden save to maintain it and keep it and any yard, passageway and surrounding area tidy and free of rubbish; not to cause blockage to the drains, gutters and pipes; to keep clean the windows and immediately to report to the Landlord or managing Agent any blockages or damage.

2.5.2 Not to cause or permit damage, alteration or addition to the Premises (nor to alter alarm and other codes), nor to attach anything (internally or externally) to it, the walls or doors (including shelves), nor to redecorate or cause or permit 'Landlord's repairs', without the prior written consent of the Landlord; not to use Blu-Tack or do anything to cause damage to the decoration (picture hooks and mapping pins may be used).

2.5.3 To keep the Premises in good and clean condition and to return the Premises at the end of the Tenancy in the same condition as set out in the Inventory, save only for fair wear and tear, failing which to reimburse the Landlord such reasonable cost of any repair or replacement, as is notified by the Landlord to the Tenant.

2.5.4 To take all reasonable steps to avoid causing damage by condensation (e.g. not to dry clothes on the radiators, but to use the dryer or external washing line, where provided) and to take reasonable care of appliances and all reasonable steps for their ordinary maintenance, e.g. regular cleaning of washer / dryer filters.

2.6 Using the Premises

2.6.1 Not to assign or part with or share possession of any part of the Premises, nor to sublet the Premises in any way.

2.6.2 Not to use the Premises for any illegal or other purpose other than residential, nor to cause or permit any disturbance, inconvenience or nuisance to anybody; ensuring always that amplified noise can never be heard outside the Premises (particularly at night) and ensuring that all refuse is cleanly disposed of each week on the appropriate collection day and not to keep it outside, other than in the bin provided, and not to put it for collection other than on the night before or the morning of the Council collection day.

2.6.3 Not to cause or permit the external display of any notice, sign, advert or poster.

2.6.4 Not to cause or permit any action or state of affairs that results in the

risk of the Landlord's insurance policy being made void or voidable or in the increase of the premiums; to repay to the Landlord any increased premium and renewal expenses caused by breach of this clause as rent in arrears.

- 2.6.5 To replace all batteries, bulbs and fuses as necessary including bulbs for any outside lights, the batteries for the doorbell and the alarms, and not to damage, remove or disable the alarms in any way or alter the codes or alter, change or install any locks.
- 2.6.6 Upon discovery, to report to the Landlord or their Agent any damage to, defect or deterioration in the Premises
- 2.6.7 To allow the Landlord or their Agents or contractors reasonable access to the Premises to carry out necessary inspection, certification, repairs or alterations; such access to be on reasonable advance notice except in the case of emergency.
- 2.6.8 Not to keep any animals on the Premises without prior written permission of the Landlord.
- 2.6.9 To keep all fire exits and escape routes clear of obstruction. Not to wedge open fire doors or interfere with smoke and heat detectors. Not to smoke or burn candles, or to store or use any flammable substance or device in the Premises.

If the Tenants cause or permit to be caused an activation of the fire alarm due to misuse or negligence they may be charged any reasonable fee to cover the cost of dealing with the activation of the fire alarm.

- 2.6.10 To forward immediately to the Landlord any post relating to the Landlord or the Premises that is not the Tenants' own post.
- 2.6.11 Where applicable, to comply with the conditions of the HMO licensing regulations for this property (a copy of which you hereby acknowledge receiving), e.g. to ensure that the house is not occupied by more than the permitted number of persons and that no common areas of the house, including shared living rooms, kitchens, hallways and landings, be used for sleeping purposes by any Tenant or guest.
- 2.6.12 On prior notice and at reasonable times to allow viewing of the Premises by prospective Tenants. The Landlord will provide 24 hours written notice, if required by the Tenants.
- 2.6.13 If the Tenants cause or permit to be caused vermin (including but not limited to rats, mice, bedbugs, cockroaches, fleas) to enter or access the Property they may be charged the reasonable cost of treatments to exterminate and remove the vermin.

2.7 Leaving the Premises

- 2.7.1 To take all reasonable steps to ensure that no damage is caused to the Premises (e.g. during winter as a result of burst pipes), or during any period when the Premises are left unoccupied (e.g. by burglary): to leave the central heating system on low during any cold periods when

unoccupied, and to activate the security alarms and lock doors and windows when leaving the property.

- 2.7.2 To leave the Premises not later than midday on the last day of the Tenancy and return all keys to the Landlord or their Agent. To leave the Premises in good condition, clean and tidy, and as in the Inventory (furniture replaced to its original position) and to remove all Tenant's items and refuse, kitchen waste, newspapers and bottles, or to pay for their removal. To clean the Premises to the same standard as at the commencement of the tenancy as stated in the Inventory, or to pay for the premises to be cleaned to that standard.
- 2.7.3 To make arrangements for the re-direction of mail, and to provide forwarding addresses and details to the Landlord or their Agent for contact after the Tenancy ends.
- 2.7.4 Possession of the property may be recovered by the Landlord or the mortgagee on the ground set out in the Housing Act 1988 Section 7, schedule 2, Part 1, Ground 2.

3 Obligations of the Landlord

- 3.1 This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenants Act 1985, as applicable.
- 3.2 To allow the Tenant (complying with their obligations under this Agreement) quietly to possess and enjoy the Premises during the term of the Tenancy without any unlawful interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
- 3.3 To provide the Tenant with the Inventory at the beginning of the Term.
- 3.4 To repair and maintain the structure, fabric and exterior of the Premises including drains, water, gas, electrical, heating, alarm and sanitation installations, ensuring that the electrical appliances comply with the relevant Electrical Equipment Regulations, and to maintain the gardens or supply equipment for the Tenants to use to maintain the garden.
- 3.5 To service gas appliances regularly and ensure their safe and efficient operation, and provide the Tenant with a copy of the Gas Safety Record Certificate.
- 3.6 To provide furniture and equipment in reasonable condition and compliant with the relevant Fire Safety regulations, and make good any defects notified under paragraphs 2.1 and 2.6.6 above.
- 3.7 To respect the Tenant's right to privacy in the Premises. Where access is required to the Premises, to give notice to the Tenant so that a mutually convenient time can be agreed, unless it is an emergency. The Landlord will provide 24 hours written notice if required by the Tenants, unless it is an emergency.
- 3.8 To keep the Premises, including the Landlord's furniture and equipment, adequately insured against loss or damage (please note that the Landlord's policy does not cover the Tenant's personal furniture,

equipment or effects: the Tenant is advised to take out their own insurance for that purpose).

4 The Landlord and the Tenant jointly agree that

- 4.1 The Landlord and their managing Agent will keep keys to the property, to be used in accordance with this Agreement.
- 4.2 If the Premises or any part of them become uninhabitable during the term of the Tenancy and the Landlord's insurance policy has not been made void by any action of the Tenant, the rent or such part of the rent as is appropriate will be suspended until the Premises are again made habitable.
- 4.3 Where there is a breach of the Tenancy Agreement by the Tenant, the Landlord is entitled to seek possession of the Premises by serving on the Tenant written notice describing the grounds under which possession is sought. The period of such notice will be either two weeks or two months depending on the ground specified, in compliance with the provisions of the Housing Act 1988.
- 4.4 The Landlord, its Agents or employees are not responsible for the loss of or damage to the Tenant's personal furniture, equipment or belongings howsoever caused whether before, during or after the term of the Tenancy. The Tenant is advised to take out their own insurance cover. Where the Tenant leaves anything on the Premises after the term, the Tenant agrees that the Landlord can dispose of it at the Tenant's cost and the Tenant indemnifies the Landlord against liability to any other person who may have any interest in that thing.
- 4.5 Under the UK Data Protection Act 2018, contact and personal information will be retained by the Landlord and the Landlord's Agent and may be provided upon lawful demand to other agencies, including utilities suppliers, local authorities, credit or other reference agencies and for debt collection.

Contact and personal information will be retained by the Landlord and the Landlord's Agent and may be provided upon lawful demand to other agencies, including utilities suppliers, local authorities, credit or other reference agencies and for debt collection. Both the Landlord and the Landlord's Agent are bound by the EU's General Data Protection Regulations through the UK Data Protection Act 2018. These full rights and responsibilities are laid out in separate data protection policies which can be accessed from the Landlord's Agent (www.purplefrogproperty.com/privacy).
- 4.6 This Agreement is governed by and shall be construed in accordance with the law of England and Wales.
- 4.7 The address of the Landlord for the service of notices is that of the Agent, set out in the Particulars of this agreement.
- 4.8 The information provided in and with this Agreement is accurate to the best of their knowledge and belief.
- 4.9 The Landlord or their Agent will not release keys to the Tenant unless all

tenancy paperwork is completed by all Tenants including: full retainer payments, application forms, identification to comply with the Immigration Act 2014 proving the Tenant’s right to rent in the UK and guarantor forms, if required. If the Tenancy Agreement is signed but all paperwork is not completed by the tenancy start date, then the Tenants agree that the Landlord will not release keys to any of the Tenants but rent will still be payable.

5 Fair Usage Policy (FUP)

The following terms are only applicable if the rent includes the provision of the services mentioned.

5.1 Definitions

In this FUP, the following words shall (unless the context otherwise requires) have the following meanings:

- 5.1.1 “FUP” this Fair Usage Policy;
- 5.1.2 “Tenancy Agreement” your Assured Shorthold Tenancy Agreement (AST), or other contractual rental agreement, relating to the Premises;
- 5.1.3 “Us, We, Our, Purple Frog, PFP” Purple Frog Property Limited or Purple Frog Nottingham Limited or Purple Frog Bristol Limited or Purple Frog Group Limited with registered address 47 Calthorpe Road, Birmingham, B15 1TH, as detailed on the Tenancy Agreement;
- 5.1.4 “Your, You, Customer” the tenant, occupier, student, of the Premises;

5.2 General

- 5.2.1 If bills are included within your Tenancy Agreement, the following FUP will apply to you. This is to ensure that that your energy and water usage is not excessive and kept within reasonable and sensible limits.
- 5.2.2 The allowances are designed to be accurate based on your property size and if you are sensible with your energy consumption, it is unlikely that you will exceed these limits.

5.3 Gas & Electricity

- 5.3.1 The maximum usage allowed per annum is shown below. If the tenancy agreement is less than a year, these figures will apply on a pro-rata basis.
- 5.3.2 If you exceed these limits, your landlord, letting or managing agent reserves the right to apply a Supplemental Charge to cover the amount by which you exceeded the allowance.

Number of Tenants	Annual Allowance for Energy per Premises (£)
.....1.....	£1,725.88
.....2.....	£1,764.88
.....3.....	£1,798.68
.....4.....	£2,119.52
.....5.....	£2,347.80
.....6.....	£2,530.32

.....7.....	£2,813.72
.....8.....	£3,215.68
.....9.....	£3,617.64
.....10.....	£4,019.60
.....11.....	£4,421.56
.....12.....	£4,823.52

5.4 Water & Sewerage

- 5.4.1 For unmetered homes in England and Wales, the maximum rateable value of your Premises allowed is £425 for 1 to 5 tenants in your Premises, increasing by £30 for each additional tenant. For unmetered homes in Scotland, the maximum council tax band of your Premises is D. For 6+ tenants in your Premises, this may be extended on a case by case basis. If you exceed these limits, your landlord, letting or managing agent reserves the right to apply a Supplemental Charge to cover the amount by which you exceeded the allowance.
- 5.4.2 For metered homes in England, Wales, Scotland and Northern Ireland, the maximum usage allowed for 1 to 5 bed houses is 160 cubic meters of water and 160 cubic meters of sewerage per annum. For each additional bedroom above 5, your allowance increases by 20 cubic meters of water and 20 cubic meters of sewerage per annum. If you exceed these limits, your landlord, letting or managing agent reserves the right to apply a Supplemental Charge to cover the amount by which you exceeded the allowance.

5.5 Internet

- 5.5.1 What is the Fair Usage Policy on Purple Frog Broadband? The Fair Usage Policy is designed to ensure that the service received by the vast majority of our customers is not negatively impacted because of extremely heavy usage by a very small minority of customers. This is why Purple Frog continuously monitors network performance and may restrict the speed available to very heavy users during peak time. This applies to customers on any package. Note if you are a heavy user we will only restrict your speed. Service will not be stopped, so you will still be able to upload and download. We will not impose any restrictions outside of peak times. Only a very small minority of customers will ever be affected by this (less than 1%).
- 5.5.2 How do I know if I'm a very heavy user? There is no hard and fast usage limit that determines if you are a heavy user as the parameters that determine heavy use vary with the demands placed on the network at that given time. We tend to find that the very heavy users already know that they are using their broadband connections excessively.
- 5.5.3 Does the Fair Usage Policy apply to Purple Frog's unlimited package? Yes, the Fair Usage Policy applies to all customers on all packages. An unlimited package allows unlimited downloads and uploads inclusive of the monthly rental price, so you will not be charged for over-use, however this does not preclude Purple Frog from restricting your speed at peak times if you are a heavy user. If you are on the unlimited package

and are a heavy user, this does not prevent you from continuing to use your service, nor does it cost you any more but it ensures that you do not negatively impact the majority of our customers who share the available bandwidth with you.

5.5.4 I'm noticing slower P2P speeds at peak times even though I'm not a very heavy user, why is this? P2P is the sharing and delivery of files amongst groups of people who are logged on to a file sharing network. P2P consumes a significant and highly disproportionate amount of bandwidth when in use even by small numbers of users. This is why we have a peak time policy where we limit P2P speeds to manage the amount of bandwidth that is used by this application in particular. Without these limits all our customers using their broadband service at peak times would suffer, regardless of whether they are using P2P or not. It's important to remember that P2P isn't a time-critical application so if you do need to download large files we advise you to do this at off-peak times when no restrictions are placed, not only will you be able to download faster but your usage will not negatively impact other users.

5.5.5 Does this mean I can't use Peer to Peer (P2P) applications? No, we are not stopping you from using any P2P service, P2P will just be slowed down at peak times. Again, P2P is not generally a time-sensitive application. Please ensure that anyone using your internet connection to access our Internet services agrees with this Policy and is aware of their obligations under it. This extends members of your household or anyone, whether authorised or unauthorised, accessing the network through your home. You must NOT use our Internet services for:

- Unlawful, fraudulent, criminal or otherwise illegal activities
- Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person
- Commercial purposes (unless on a business package)
- Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters
- Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by us or any other Internet user or person
- Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person
- Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material

- Anything that may disrupt or interfere with our network or services or cause a host or the network to crash
 - Launching “denial of service” attacks; “mailbombing” attacks; or “flooding” attacks against a host or network
 - Granting access to our services to others not residing at the premises at which these Internet services are provided
 - Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments
 - Circumventing the user authentication or security process of a host or network
- Creating, transmitting, storing or publishing any virus, Trojan, corrupting program or corrupted data

5.5.6 What happens if any of the services are stopped or not provided? It is possible that any of the above services could be cut off either by your landlord/agent or the source supplier of the utility without notice.

It is also possible that the installation date for any internet provision will not happen on the 1st day of your tenancy as it's normally a busy time for broadband installers.

If your broadband service is not installed by the 1st day of your tenancy and an alternative date has not been agreed with the tenants or service is cut off for any reason your landlord/agent will reimburse the tenants the costs of the broadband provision per person per day at a rate of no more than £1 per day split between the number of tenants occupying the property. No consequential losses will be paid by the landlord/agent in the event of any loss of supply or service.

5.6 TV Licence

Where a TV Licence is included with the rent only one licence will be provided per Property.

Tenancy Agreement - Explanatory Notes

We've put together a few explanatory notes to help make things as clear as possible. These notes are not intended to form part of the contract and you should take independent legal advice if you are not certain about or happy with any aspect of the agreement.

Who do I call if there is a problem?

We manage your property so you should contact us if you have any maintenance issues; our details are in the Particulars of this agreement and on our website.

When will I get the inventory?

It is normal practice for your inventory to be supplied to you within the first 14 days of the tenancy agreement. You then usually have 7-14 days to return it signed with any amendments or by responding to our email with any comments. If you don't return the inventory or reply to our email, then you agree to accept that the property is in the condition described in the inventory.

Where is my deposit/retainer protected?

When you sign your contract you will pay your 'non-refundable retainer'; this is held

by the Landlord or their Agent until the start of the tenancy when it becomes your 'deposit'. Once the funds become a deposit, your Landlord has 30 days in which to protect it with a government authorised scheme and provide the details to you. Your Landlord is not obliged to tell you which scheme they will use until that time; the scheme fees paid by the Landlord fluctuate so Landlords will use the most appropriate of the schemes available at that time.

Will I get my retainer back?

Whilst the funds are called a retainer they are non-refundable – i.e. if you decide not to move into the property, the Landlord is entitled to hold onto the retainer.

Will I get my deposit back?

Landlords do not want to withhold your deposit, as it generally means they will have to do work to a property to repair any damage. However, your Landlord may withhold part or all of your deposit if you don't comply with the terms in this agreement. The typical deductions can be (but are not limited to) any rent which you may not have paid; any damage to the property beyond fair wear and tear; any charges from late rent payments; and any cleaning costs, if you do not leave the property in a satisfactory condition.

What if I don't agree with the deposit deductions?

If you don't agree with deductions your Landlord makes, you are entitled to register a dispute with the company the deposit is protected with; they will act independently and try to ensure a fair outcome.

What does 'joint and several' mean?

Most tenancy agreements (especially student ones) are 'joint and several', which means you sign the agreement as a group and are all responsible jointly for the liabilities explained in the contract. For example, if there is damage to the property the Landlord can hold you all liable. The Landlord is also able to hold any one of you as being liable for the damage. It also means that, if the Landlord is required to give you notice of anything, they are only legally required to inform one of you.

In addition, if someone doesn't pay their rent, the Landlord is able to pursue all of you for any rent due. It is normal practice that a Landlord would pursue the individual Tenant and their guarantor before approaching other Tenants.

What if someone drops out?

Once you have signed the agreement, you are bound to it for the full term. So if you don't want to live in the property any more, you will still have to pay rent until you find someone to take over your liabilities. As explained in section 2.3.5, there is a £50 charge for a Novation agreement which transfers your responsibilities to another person. All of the other Tenants and the Landlord must agree to this first.

What are my guarantor's liabilities?

Although your obligations are joint and several, your guarantor's are not. This means that the Landlord can only ask your guarantor for a particular share of any joint liability. For example, if it is a 4-bedroom house, your guarantor can only be asked for $\frac{1}{4}$ of the total rent due if you haven't paid or $\frac{1}{4}$ of any damage not covered by the deposit.

What's a HMO licence?

If more than two unrelated people rent in the same house the property is classified

as a 'house in multiple occupation' (HMO). If the property has five or more bedrooms and is on three or more floors it has to be licensed with the local Council and has to meet certain safety requirements. The HMO certificate should be on display in the property but if you want confirmation that the property is registered you should call your local Council.

What about gas certificates?

Your Landlord is responsible for making sure the gas appliances at your property are safe and is required to have them inspected by a 'Gas Safe' engineer every 12 months. We will make a copy available to you when you move in and again when it is renewed.

What to do next

Once you sign the agreement and provide all the other paperwork, we or the Landlord will sign the contract and provide a copy to you. This may take a couple of weeks during our busy times.

We will contact you about a month before your tenancy is due to start to confirm how to pick up your keys. You will also need to set up your rent payments; normally this is by Direct Debit, monthly into our rent account. We will email instructions to you closer to the time.

Utilities

Unless you have opted for our bills-included service, once you move into the property you will need to set up accounts with the gas, electricity and water suppliers and will be responsible for providing them with meter readings and paying the bills. For more information, go to: www.purplefrogproperty.com/utilities.

Council Tax

Full-time students are exempt from paying Council Tax - you will however have to prove to the Council that you are all full-time students. Please see the following for more information: www.purplefrogproperty.com/counciltax

6 Additional Considerations

Tenant has sole access to room D and has access to all communal areas.

Signatures

TENANTS

Miss Fathima Waseela Sarap
54, George Road, Birmingham, B15 1PL,
Sri Lanka



13 Jul 2022 14:52:54

LANDLORD

Calthorpe Property Company Ltd
76, Hagley Road, Birmingham, B16 8LU



18 Aug 2022 09:10:05