

ASSURED SHORTHOLD TENANCY AGREEMENT FOR RENTING OUT ROOMS INDIVIDUALLY

NOVEMBER 2021 EDITION

PISORIA LTD

AND

5DPROPERTY LTD (t/a PISORIA)

Assured Shorthold Tenancy Agreement – Room Only

(Provided under part 1 of the Housing Act 1988 as amended under part 3 of the Housing Act 1996)

If you need to pay a deposit, we will deal with it under one of the government-approved schemes as shown in this agreement. We must also give you certain information relating to the deposit.

Date:

a

This agreement is subject to you successfully passing our referencing procedures, and does not take effect until we have confirmed this to you in writing, and is between us:

b

the landlord or landlords

and you (individually and together):

c

the tenant or tenants

The rent is:

d

every calendar month.

You must pay the rent monthly in advance whether demanded or not.

The first rental payment is for the rental period beginning on the start date shown in A1. The first, and each subsequent rental period, will be for one calendar month from the rent due date. After that, you must pay rent on the same day of every subsequent rental period, until the tenancy is properly terminated.

In general, your rent payments will be collected using GoCardless. Providing continuous authorisation for the collection of Rent and other charges via GoCardless is a condition of this agreement, for the duration of your tenancy. You may occasionally be required to use our bank details, which are provided on your Holding Deposit Confirmation.

At the commencement of your tenancy, you will have to make a single fixed Utility Cost payment of £150. This cost covers a contribution, for the fixed term of your tenancy, towards the following:

- Council Tax
- TV Licence
- Broadband internet
- Electricity, Gas, and Water (subject to a fair usage policy as specified at clause 15)

This Utility Cost will be payable again in the same sum if the tenancy is renewed or continues as a statutory periodic tenancy.

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A

We let out the property which is:

e	Room number or name (if this applies) (the Property)
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at:

f	Building address (the Building)
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to you (individually and together if there is more than one of you) as well as the furniture, fixtures and household belongings that are on the inventory document that you and we have signed, or will sign.

- 1 You will have the property and the furniture for g
- starting on h to l

You may terminate this tenancy agreement early, before the end date shown above, under the conditions described at A3 below.

You may request to vary this agreement to alter the Rent Due Date, if we agree, you will need to make a one-off bridging payment between your original and new Rent Due Date, and pay our costs of agreeing and administering that variation, capped at £50. Your subsequent rent payments will then be due in each subsequent month on the new Rent Due Date. Your subsequent rental periods will run for one calendar month from each of your new Rent Due Dates.

Any other requests by You to vary, assign or novate the tenancy, will be subject to our agreement. If we agree then You will have to pay our costs in administering the variation, assignment or novation which we will cap at £50.

- 2 If you wish to terminate this rental agreement before the expiry of the fixed term, you must give us notice in writing of your request by email to info@pisoria.com, with the subject of the email containing the phrase “early termination” followed by your property door number and name, and your room number. . You must give us not less than two months’ notice, with such notice to end on the last day of a rental period.

You must also pay our reasonable costs in finding a suitable replacement tenant to take on your tenancy on the same terms and conditions for a tenancy with a term at least as long as you have remaining in your fixed term. The replacement tenant must satisfactorily pass Pisoria’s credit and referencing checks. You must pay rent until the day before the replacement tenant starts their contract.

Our reasonable costs in finding a suitable tenant may include:

- Advertising the availability of your property/ room.
- Using a third-party letting agent, or agency, to find a replacement tenant.
- Using a third-party to prepare an early and additional check-out inventory for your tenancy, and a check-in inventory for the new tenant.

- 3 If you wish to end your tenancy at the end of the fixed term or at any point thereafter then you must give us not less than two months’ notice in writing by email to info@pisoria.com with the subject of the email containing the phrase “tenancy end” followed by your property door number and name, and your room number. This notice must end on the last day of a rental period. If you do not give notice then the tenancy will continue as a contractual periodic tenancy until such time as you give notice in accordance with this clause or we give notice in accordance with our statutory right to do so. The contractual periodic tenancy will be on the same terms as your original fixed term tenancy save for

- the tenancy term which will proceed from month to month; and
- the rent which will increase by 5% from the previous figure.

Every 12 months during the periodic tenancy the rent will increase by a further 5% over the rent which subsisted up to that point and this increase will apply without any further notice being given by us.

- 4 If we wish to end your tenancy at the end of the fixed term we will give you notice in writing to the correspondence email address that you have provided to us.

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- 5 No children are allowed to live in the property or the building without our permission in writing. We can withdraw this permission if we have a good reason.
- 6 No animals are allowed in the property or the building without our permission in writing. We can withdraw this permission if we have good reason.
- 7 A [DEPOSIT OR DEPOSIT INSURANCE POLICY – DELETE AS APPROPRIATE] will be used as security against any amounts that may be owed to Pisorio Ltd or your landlord at the end of your tenancy.

7a If a Deposit will be used:

You have to pay a deposit of (If none is due insert NIL.) The deposit will be

held by

It will be protected by a government approved tenancy deposit scheme, provided by

We may transfer the deposit to another government-approved tenancy deposit scheme or change the person who holds the deposit (unless it has been paid into a government-approved custodial tenancy deposit scheme). In either case, we will tell you about this change in writing.

7b If Deposit Insurance Policy will be used;

You have selected to purchase an insurance policy provided by a third party in place of a deposit during your stay at the property. Throughout the whole duration of your stay, you must have and maintain an active insurance policy providing cover for at least 6 weeks of rent. Before you commence your tenancy, and upon request thereafter, you must present the policy documentation for such policy, and if you are unable to do so an amount equal to 5 weeks rent will become payable immediately by you, which will then be treated as a deposit described in Clause 8a above.

- 8 You will not receive interest on the deposit unless it is paid into the Government's custodial tenancy deposit scheme. If it is paid into that scheme, you will receive any interest that may be due under the scheme's terms and conditions.
- 9 You will get the deposit back when this agreement ends and you leave the property, as long as you have kept to all the agreements and conditions, and you have paid all the rent and other sums due. If you do not do so, we may take from your deposit:

- any rent, or other money you owe us which we have told you about and which is unpaid after the end of the tenancy;
- any unpaid utility bills (electricity, gas, water,) or communication services (phone, broadband, television packages) or TV licensing which you are responsible for under this agreement;
- reasonable costs to make up our losses that result from you having broken any of your agreements, including those relating to cleaning the property or the furniture or fixtures; or
- the reasonable cost of making good any damage to the property or the furniture or fixtures or anything else for which you may be responsible which is not caused by fair wear and tear. We will make allowance for the age and condition of any item as at the start of the tenancy.

If we cannot agree any of these amounts, the matter will be decided by the deposit protection adjudicators, or the county court unless we can agree on some other way of resolving the dispute.

- 10 You cannot use the deposit to pay or offset rent under this agreement.
- 11 As soon as is practicable at the end of the tenancy, we will return the deposit minus any agreed deductions or money still in dispute.
- 12 If you owe rent under the agreement, you will have to pay interest on this amount from the date that it should have been paid where you are 14 days or more in arrears. The interest rate is 3% above the base rate used by the Bank of England. This rate will apply before a court judgment has been made against you and after any judgement the appropriate court rate will apply.

13 THE TENANT'S ENERGY OBLIGATIONS

If Bills are included as part of your Tenancy Agreement, the Landlord agrees to include Council Tax, energy, water, and broadband services (the "Services") in consideration of your payment of the rent and the Utility Cost.. This is

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subject to your use of the Services in accordance with our fair usage policy.

If you do not use the Services in accordance with the fair usage policy then you may be liable for our additional costs in providing the additional Services. You agree that where the Property or Building includes multiple occupiers then any additional fees payable to us shall be joint and several obligations and liabilities of all those occupiers. In the first instance the additional costs will be calculated as the total excess energy usage cost, divided equally between the number of occupiers at the property.

From time to time the energy provider may request certain information about you from the Landlord/ Letting Agent including:

- your name, mobile number, and email address;
- copies of the tenancy agreements;
- information about the arrival and departure of any tenants at the Property.

We will pass this information to the energy provider on the understanding that all such information will be held by the energy provider according to their privacy policy.

14 SERVICES FAIR USAGE POLICY

There are allowances below to limit the amount of energy that you can use when bills are included within your rent. The allowances are generous but it is important that you and the other occupiers are sensible with energy and water usage throughout the tenancy term.

If you go over the allowances, you will be charged for the excess additional usage, and this charge will fall due as soon as we notify you of any excess usage. Additional energy charges will be applied as one-off payments through GoCardless during your tenancy.

Excess use charges will be applied in any month where the utility provider's bill shows an amount in excess of the monthly allowance, and allowances will not be rolled from month to month.

Number of occupiers	Water monthly allowance per property (£)	Gas and Electricity monthly allowance per property (£)
1	£43.57	£143.82
2	£45.05	£147.07
3	£46.82	£149.89
4	£49.71	£176.62
5	£52.96	£195.65
6	£58.47	£210.86

15 We may keep keys to the property and the building.

16 You and anyone else we name will also have the right to use any shared area in the building made available for your use. These are the shared areas you can use:

The lounge, kitchen, and bathrooms (excluding any private ensuite bathrooms located in other occupied rooms), and the shared garden or balconies (where applicable).

If there is shared access to the property, you are entitled to use the entrance, stairways, halls, landings and so on to the property but we may come into the property if we need to get to other parts of the building.

17 We may remove, store, sell, or otherwise get rid of, any furniture or goods which you refuse or fail to remove from the property or building at the end of the tenancy. We will dispose of any perishable, harmful or unpleasant items and also any items which reasonably appear to us to be waste or refuse without having to store them. You will be responsible for reasonable costs which we may incur because of this. We are entitled to take the costs (including any storage costs) and any money you owe us from any money made from selling furniture or goods.

18 This clause applies if there is a guarantor for the tenancy and the guarantee ends because the guarantor dies, becomes bankrupt or cancels the guarantee. If it is reasonable for us to do so, within two months of us learning about this we can give you notice in writing to find a new guarantor within 28 days. We must be satisfied with your choice of guarantor. We will give you reasons as to why we need a new guarantor. That guarantor must then, within 28 days, sign a new guarantee including the same terms as the previous guarantee. This guarantee will then apply from the date the previous guarantee came to an end. You must tell us as soon as you become aware that the guarantor has died or has become bankrupt.

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- 19 It is a condition of this tenancy that anyone living in the property has a 'right to rent' as set out in section 22 of the Immigration Act 2014.

VARIATION

A person who is not a party to this Tenancy Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

B You must do the following.

- 1 Abide by the terms of this tenancy agreement, and by the terms of the Pisorio Tenant Agreement (PTA), , and which sets out the relationship and procedures between Pisorio and tenants staying in Pisorio properties. We may update these terms and conditions from time to time. If we do so, we will inform you of our updated terms and condition, either directly or as published in the terms and conditions section of our website: <https://www.pisorio.com/latest-pta/>. Updated conditions will come into affect as soon as they are published.
- 2 Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keeping to all the terms of this agreement, and to pay rent on the days and in the way we have agreed.
- 3 Provide ongoing authorisation for the collection of rent and other payments from you via GoCardless (www.gocardless.com).
- 4 Keep the inside of the property in at least as good a condition as it was when the tenancy started (apart from fair wear and tear).
- 5 At the end of the tenancy you must leave all furniture and fixtures in the rooms or places they were in at the beginning of thetenancy.
- 6 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting you at the property. This includes repairing damage caused in this way to the property, the building, or the shared areas, replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If you do not repair the damage you are responsible for, we can claim the reasonable cost of making good this damage or we may give you written notice asking you to repair the damage within a reasonable period, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then carry out the work and if necessary, enter the property (after giving you at least 24 hours' notice, in writing) to do so.
- 7 Be present at the property or agree with your fellow tenants that one of them will be present at the property, in order to meet and allow access to any trades person required to be sent to the property in order to carry out repairs or maintenance. This applies in particular to trades people attending the property to fulfill services provided under the British Gas Landlord Insurance policy (or other similar insurance policy) which may cover the property.
- 8 Provide utility meter readings whenever requested by us to do so, and at least once every 3 months, by sending a photo of your gas and electricity meter to utilities@pisorio.com. If we request you to provide a meter reading, and you do not do so within 7 days, we may attend the property to obtain a meter reading and you will be liable for our costs in doing so.
- 9 Take reasonable precautions to prevent frost or similar damage to the property or the building. If the property or the building is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing or turn off the water supply at the main stopcock and open all the other water taps and valves in the property or the building to drain the tanks of hot and cold water.
- 10 Take reasonable precautions to prevent the build-up of mould in your Room or the Property. You should:
 - Not dry clothes in confined spaces with poor air flow.
 - Open doors and windows of your Room and the Property at reasonable times to allow good air flow.
 - Regularly wipe down any small build ups of mould using a mild bleach on a cloth.
- 11 Take reasonable precautions not to encourage pests or vermin to enter the property. This should include keeping floors and surfaces reasonably clean at all times, and not leaving food outside of sealed containers.
- 12 Whenever you leave the property or the building unattended, you must lock all the doors and windows and put the burglar alarm on (if there is one). You should tell us if the property or the building is going to be empty for more than seven days in a row.
- 13 Allow us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or to do work which we must carry out by law. We will always aim to give you at least 24 hours' notice if we are going to enter the property, but may occasionally need to make a reasonable request at shorter notice. If we need to make such a request, you must not unreasonably withhold

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permission. You must let us enter the property immediately if there is an emergency. We may enter the building at any time without notice to you.

- 14 Tell us about any repairs or faults that we are responsible for in the structure or outside of the property, in any installation or in the shared areas or the building.
- 15 Park vehicles in your garage (if there is one) or on your parking space only and without causing an obstruction.
- 16 Clear your the property and the Building of all of your belongings and any rubbish by 10am on the final day of your tenancy.
- 17 Keep your keys safely in your possession, without making any further copies, and return all of your keys to the Pisorio office by 12pm (midday) on the final day of your tenancy.
- 18 Pay the reasonable costs for replacing locks if you fail to return any key or other security device necessary for gaining entry to the property.
- 19 Pay any reasonable cost for replacing keys or any other security devices necessary for gaining entry to the property.
- 20 Allow possible new tenants and buyers to view the property or the Building on at least 24 hours' written notice during the tenancy, and ensure that the property is in a reasonably clean and tidy condition for the viewing to be carried out. We may occasionally need to make a request at shorter notice, and you must not unreasonably withhold this permission.
- 21 Defrost the fridge when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
- 22 At the end of the tenancy, leave the property and building and our fixtures and fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish.
- 23 Take reasonable care of the shared areas (if any) and allow other people who are entitled to use them to do so.
- 24 Pay our reasonable costs including all legal fees and costs in connection with:
 - a. serving notices and recovering possession of the property;
 - b. recovering unpaid rent or other money due under this agreement, including our reasonable costs for sending of each of our sequence of arrears reminder communications; or
 - c. steps taken if you fail to keep to the terms of this agreement (including costs for legal advice and any attempts to make you keep to this agreement).
- 25 Agree to inspect any heat, smoke, or carbon-monoxide alarms in the property at least once per month, replacing any batteries if necessary. You also agree to tell us as soon as possible if a fault arises in the smoke or carbon- monoxide alarms.
- 26 Replace all bulbs and batteries in the property promptly when they reach the end of their useful lives.
- 27 Forward any mail received at the property addressed to either: Pisorio, the legal owner, or Alex Dehayen to Pisorio's office, by placing it in a postbox marked as: "Moved away, please forward to: Pisorio, 101 Roman Road, London, E2 0QN".

C You must not do the following.

- 1 Permit anyone other than yourself, the tenant named in this tenancy agreement, to occupy/ reside in the property.
- 2 Alter or add anything to the outside or structure of the property, or the furniture, fixtures and household belongings that are on the list that you and we signed.
- 3 Smoke, or allow your guests to smoke, including the use of vaping devices inside the property or building.
- 4 Anything which may reasonably be considered as a nuisance to your fellow tenants, residents of neighbouring properties, or members of staff of Pisorio. You must not play any radio, CD, record player, television or similar equipment or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside the property between 11 pm and 7.30 am.
- 5 Bring bicycles, motorcycles, other forms of transport, and prams into the property or building without our permission in writing.
- 6 Bring any furniture or any appliance which burns gas or other fuel into the property without our permission in writing.
- 7 Tamper with any fire extinguishers or signs or any other precautions.
- 8 Undertake any form of illegal, immoral, or antisocial activity inside the property or create any form of nuisance for your fellow tenants in the property, or residents of neighbouring properties.
- 9 Use, or allow your guests to use, any form of illegal drugs inside the property.
- 10 Hang pictures or posters on the walls without our permission in writing. (We will not unreasonably withhold

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this permission.)

- 11 Use Blu-Tack or any similar type of adhesive on the walls.
- 12 Sublet the property or any part of it or give up the property or any part of it to someone else. And if you do (even if we have given permission) you will be legally responsible for carrying out all 'right to rent checks', as set out in section 22 of the Immigration Act 2014, on any tenants or other people living in the property. You will pay us compensation for any losses, damages, cost, or fines we face as a result of you failing to carry out any right to rent check correctly.
- 13 Transfer the tenancy to someone else without our permission in writing.
- 14 Carry on any profession, trade, or business in the property or building or use them as anything other than a private home for your own residence.
- 15 Access or make any use of any of the bedrooms of the Property, other than your own bedroom as designated in this tenancy agreement, including bedrooms vacated by other tenants.
- 16 Display any permanent notice on the property.
- 17 Block or leave anything in any of the shared areas or allow any guest to do so, if this applies.
- 18 Dry washing inside the property, except in a ventilated room suitable for these purposes.
- 19 Use any type of portable heater, without first specifically requesting, and receiving, permission in writing. When doing so you must provide the make and model number of the proposed heating equipment, and use only this specified equipment.
- 20 Do anything which breaks the terms of any superior lease for the property as long as we have already given you a copy of the lease (or the relevant terms).
- 21 Do anything which would lead to the property becoming licensable under Parts 2 or 3, Housing Act 2004 or would lead to the conditions on such license being breached.

D We agree to do the following.

- 1 Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available on reasonable terms. This does not apply to the policy excess. We will not insure any of the contents of the property, whether belonging to the landlord or any of the tenants.
- 2 Let you have free access to the steps, entrance hall, stairs, and all shared areas, if this applies.
- 3 Keep the structure and outside of the property in good repair.
- 4 Keep the gas, water, electricity, room-heating and water-heating installations in good repair and proper working order.
- 5 Keep the property in a state fit for human habitation.

E If we need to serve any notice on you (including any notice which the law tells us to give), we will email you directly. This means that notices are deemed served on you once they are sent to the email address that you have provided to us via email.

If you need to serve any notice on us, you must either deliver it by hand, send it by post to the below address, or email us on info@pisoria.com.

Pisoria Ltd
101 Roman Road
London
E2 0QN

This address may change.

F We may repossess the property if:

- you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- you (or any of you) become bankrupt;
- any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, breaking the tenancy term and causing a nuisance or annoyance); or
- the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply.

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- G** We may repossess the property under Ground 1 in Schedule 2 to the Housing Act 1988 (this applies if we have lived in the property as our only or main home or plan to do so). We may take possession of the property under Ground 2 in the same Schedule which allows the lender to take possession.

Our signature:

o

the Landlord/ for or on behalf of the Landlord

Your signature:

p

the tenant