

Dated xxxxxx 2012/13

**JESUS COLLEGE, OXFORD**

**and**

**xxxxx  
xxxxx  
xxxxx  
xxxxx**

**COUNTERPART**

**TENANCY AGREEMENT**

**relating to**

**xx Flat xx  
xxxxxx  
Oxford**

**THIS AGREEMENT** is made on 07 June 2012

**BETWEEN:**

1. **THE PRINCIPAL FELLOWS AND SCHOLARS OF JESUS COLLEGE WITHIN THE CITY AND UNIVERSITY OF OXFORD OF QUEEN ELIZABETH'S FOUNDATION** by Shahpur Patell their Home Bursar and Agent (hereinafter called "the Landlord")

and

2. **(xxxx, xxxx, xxxx, xxxx) of Jesus College, Oxford** (hereinafter together called "the Tenant" which expression shall where the context so admits include the survivors or survivor of them)

**WHEREAS:**

The Landlord being a specified educational institution within the meaning of Paragraph 8 of Schedule 1 to the Housing Act 1988 and The Assured and Protected Tenancies (Lettings to Tenants) Regulations 1988 (as subsequently amended) have agreed to provide the Tenant with accommodation on the terms herein set out in order that the Tenant may pursue a course of study provided by the Landlord within the meaning of the said Paragraph (and for no other purpose)

**NOW IT IS AGREED** as follows:

1. The Landlord let and the Tenant takes **ALL THAT** flat (hereinafter referred to as "the flat" which expression shall include all fixtures and fittings therein) being **xxx Flat xxx** of the Landlord's block of Flats known as **xxxxxxxxxx** in the City of Oxford (hereinafter referred to as "the block")

**TOGETHER WITH:**

- a) The shared use of part of the parking area provided for the block for the parking of not more than one car, which at all times will display a valid parking permit.
- b) The shared use of the bicycle park provided for the block for the parking of not more than three bicycles
- c) The shared use of the refuse and recycling bins provided in the refuse and recycling area
- d) The shared use of the drive and entrance and stairs giving access to the flat
- e) The use of the contents now in the flat to be supplied at the start of the lease agreement in accordance with Clause 2.ii) below.
- f) The use of the garden for quiet recreation subject to such regulations as the Landlord may make from time to time.

For the term at the rent and upon the terms hereinafter mentioned

2. The flat rights and contents shall be held by the Tenant from **29 September 2012** until **6 July 2013**.

**The Tenant hereby covenants with the Landlord**

1. The Tenant shall pay for the flat rights and contents rent at the rates outlined in Schedule A to this document.
2. The Tenant hereby jointly and severally covenants with the Landlord:
  - i) To pay the rent at the times and in manner aforesaid
  - ii) To check the inventory and report any discrepancies damage or omissions to the Landlord within 7 days of the start of the tenancy period failing which the contents will be deemed to have been agreed as being in good condition
  - iii) To check the condition of the flat and the internal fixtures, fittings and furniture at the start of the tenancy period and to report any defects to the Landlord within 7 days of the start of the tenancy period
  - iv) To pay to the Landlord all charges for the supply of electricity and gas (where supplied) to the flat during the tenancy.
  - v) To pay for all telephone calls made during the tenancy and all rent in respect of the telephone (if any) during the tenancy
  - vi) To pay any council tax or other tax replacing it levied by the Local Authority or any other competent body or person upon the Flat
  - vii) To keep in tenantable repair the rooms (including the walls) as well as all the fixtures fittings and glass in the flat
  - viii) Not to remove from the flat any of the said contents and to keep the said contents in their present state of repair and condition (reasonable wear and tear and damage by accidental fire excepted) and to replace with similar articles of at least equal value (or if the Landlord so requires to pay to the Landlord the value of) any parts of the said contents which may be destroyed or so damaged as to be incapable of being restored to their former condition (except any parts thereof which may be destroyed or damaged by accidental fire) to leave the said contents at the expiry or sooner termination of the tenancy in the room or places in which they were at the commencement of the tenancy.
  - ix) To keep all working apparatus in the flat in good working order during the tenancy
  - x) To keep the interior surfaces of the windows of the flat clean
  - xi) Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains
  - xii) To report to the Landlord as directed in the relevant Student Handbook any damage or want of repair or failure of the services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it

- xiii) To permit the Landlord or their duly authorised agents at all reasonable times to enter the flat for the purpose of examining the state and condition thereof and of the said contents and for the purpose of effecting any repairs or renewals to the flat or to the block. No notice will be given in an emergency or where the need for repair (or any other matter affecting the suitability of the accommodation for habitation) was reported by the Tenant, but otherwise the Landlord will aim to give 7 days prior notice for planned maintenance work and 24 hours prior notice for other
- xiv) To notify the Landlord without any delay of any want of repair or accident for which the Landlord is or might be responsible and of any event which might give rise to a claim under any policy of insurance held by the Landlord in respect of the flat or the block
- xv) To pay to the Landlord all costs reasonably incurred in enforcing the Tenant's obligations in this tenancy agreement or arising from a breach of them (including an administration charge that shall be advised in the Landlord's scale of charges for accommodation). Where damage or loss occurs 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 including an administration fee per occupant. The Tenant shall not be required to contribute to loss or damage which in the Landlord's reasonable opinion has been caused by an intruder provided that the Tenant has complied with his/her obligations in this tenancy agreement relating to security
- xvi) Not to make any alterations in or upon the flat or any part of it (whether to the structure floors decorations or fittings or the pipes wire and cables providing services) and not to damage any joinery, plasterwork or plumbing
- xvii) Not to do or suffer anything in the flat which may render any increased or extra premium payable for the insurance of the flat or of the block or of any neighbouring premises against fire or which may make void or voidable any policy for such insurance and not at any time to store in the flat or in any part of the block any goods or materials which would be classified by an insurance company as "hazardous goods" and not to bring any mobile electric gas or paraffin oil heaters into the flat
- xviii) To register any portable appliance used in the flat with the Landlord and to comply with the Landlord's Electrical Regulations available at [http://home.jesus.ox.ac.uk/offices/accommodation/earf\\_Flats](http://home.jesus.ox.ac.uk/offices/accommodation/earf_Flats).  
The Tenant must within three days of request either provide a safety certificate for or remove from the flat any appliance which in the Landlord's reasonable opinion is unsafe otherwise the Landlord may remove it without further notice to the Tenant, charge any storage costs to the Tenant and return it to the Tenant at the end of the tenancy period
- xix) Not to introduce personal furniture or similar effects, including curtains, without providing the Landlord with a certificate of compliance to the current fire safety standards details of which

can be found at

<http://home.jesus.ox.ac.uk/offices/accommodation/permfurniturex>

- x) Not to leave the flat unoccupied without first closing and locking the windows and not at any time to leave the flat unoccupied without locking the door
- xxi) To insure the Tenant's own property and effects and those of any visitors to the flat
- xxii) To regularly remove refuse from the flat to the designated refuse disposal area
- xxiii) To comply with the Landlord's environmental policy and in particular (a) to take reasonable steps to avoid wasting fuel (eg by turning off lights and electrical equipment when not in use) or water and (b) participate in any waste recycling schemes operated by the Landlord or by others
- xxiv) Not to keep any animal or domestic pet in the flat without the prior consent of the Landlord which may be revoked at any time
- xxv) Not to hang any washing from the flat nor in the grounds of the block excepting on permanent driers provided by the Landlord without the prior consent of the Landlord
- xxvi) Not to place or leave or allow to be placed or left on the stairway or in the entrance giving access to the flat any article or obstruction whatsoever
- xxvii) Not to place or allow to be placed any flower box pot or other like object outside the flat
- xxviii) Not to erect or allow to be erected any wireless or television aerial on the exterior of the flat or the block
- xxix) Not to allow any musical instrument television loudspeaker radio or other noise making instrument of any kind to be played or used nor to allow any singing to be practised in the flat so as to cause annoyance to the tenants of any other flats comprised in the block or so as to be audible outside the flat between the hours of 11.00 pm and 7.00 am
- xxx) Not to hold permit or allow any party or gathering in the flat with more than twenty guests without the consent in writing of the Dean from whom permission is to be sought at least one week before the event
- xxxi) Not in any event (whether permission for a party or gathering has been given or not) to permit or allow more than fifty persons to be present in the flat at any one time
- xxxii) Not to use the flat or permit the same to be used for any purpose whatsoever other than as a private dwelling house in the occupation of the Tenant and not to take in any paying guest or lodger
- xxxiii) Not to assign the benefit of this agreement or sublet or part with or share the possession of the flat or any part thereof without the express permission of the Landlord

At the end or upon sooner determination of this tenancy:

- xxxiv) To yield up the flat contents to the Landlord in such condition as

shall be in accordance with the Tenant's covenant hereinbefore set out

- xxxv) To yield up all working apparatus in the flat in good working order
- xxxvi) To pay the landlord for the washing and cleaning (or replacement if damaged) of all carpets, curtains, bed linen, blankets, soft furnishings and other items of a similar nature at the termination of this Agreement and for such redecoration as is reasonably required and for the removal and destruction of any articles left by the Tenant at the termination of this Agreement (and the Tenant hereby authorises such removal and destruction)
- xxxvii) Not to cause or allow any of the agreements stipulations or conditions herein contained to be broken and to see that all persons lawfully in or visiting the flat are aware of such of the terms of this agreement as may be then relevant
- xxxviii) To take adequate precautions to prevent damage from freezing of water in cisterns and pipes and to notify the landlord in writing if the Flat will be unoccupied for more than 14 days

3. **It is hereby agreed and declared that** the rules made for the maintenance of discipline for Tenants living in Landlord apply to those resident in **HPH Flat 06 with such variations (if any) as may be necessary** to make them applicable to residents in **HPH Flat 06** provided that in the event of any conflict between such rules and the provisions of this agreement the latter shall prevail.

4. **The Landlord hereby covenant with the Tenant:**

- a) to pay all rates taxes assessments and outgoings payable in respect of the flat during the tenancy except charges for telephone and electricity and gas (where supplied) and council tax or other tax replacing it levied by the Local Authority or any other competent body or person upon the flat which the Tenant has covenanted to pay under Clause 2, iv), v), and vi) hereof
- b) to provide the services, subject to the Landlord's Information and Regulations which include reporting procedures and response times for repairs, details of arrangements for refuse collection and expected clearance times for ice, snow and leaves from Landlord's grounds
- c) to keep the flat and the block in good repair and decoration and properly insured against damage by fire
- d) except in the case of an emergency and for disrepair reported by the Tenant (or other matter preventing the accommodation from being used) to give the Tenant reasonable notice prior to entering the accommodation
- e) not to interrupt the Tenant's occupation of the accommodation more than is reasonably necessary
- f) not to disclose personal information obtained from the Tenant except as permitted by clause 7 b) of this tenancy agreement or where there is serious risk of harm to the Tenant to others or the Landlord's property
- g) to make available to the Tenant for inspection by prior

arrangement the Landlord's

- (i) Risk Register for critical risks such as fire, outbreak of disease, or major disrepair and the Landlord's procedures for dealing with such risk
  - (ii) Portable Appliance Testing (PAT) policy
  - (iii) log of visits to the unoccupied Flat by Landlord staff and contractors, giving the reason for access;
  - (iv) fault reporting and emergency procedures for use of the Landlord laundry;
  - (v) the Universities UK Code of Practice for the Management of Tenant Housing
  - (vi) the Landlord's service level statement on reporting and rectification of building defects
- h) Before the end of the first week of the tenancy period the Landlord will provide the Tenant with information and advice on:
- i) action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect
  - ii) health & safety matters such as how to avoid common fire risks; safe; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action or criminal proceedings for mis-use of fire precautions equipment
  - iii) how to get access to the accommodation in the event of the Tenant losing their keys
  - iv) cleaning schedules and Tenants' responsibilities for cleaning
  - v) the respective roles and responsibilities of the Landlord and its resident Tenants
  - vi) health, welfare, and guidance on communal living
  - vii) where to get advice on financial difficulties
  - viii) where to get counselling
  - ix) the management structure for the Landlord and contact details of the Caretaker, Lodge and main Landlord's officers, with out-of-hours emergency contact details
- i) To give a receipt for any of the Tenant's property that is confiscated under the terms of this tenancy agreement
  - j) To ensure security staff are clearly identified, and that any staff or contractors requiring access to the accommodation carry and allow the Tenant to inspect appropriate identification documents
  - k) To ensure clear and appropriate instructions for use are given for any equipment which the Tenant needs to operate in the Landlord
  - l) To keep the entrance and stairways of the block clean and properly lit

## **7. Other Conditions**

- a) The Tenant is responsible for the conduct of any invited visitor(s)
- b) The Tenant hereby authorises the Landlord to use his/her personal data for all lawful purposes in connection with this

Tenancy Agreement (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to the Tenant or to others or to the Landlord's property) and all matters arising from the Tenant's membership of the College and The University of Oxford

- c) The Landlord's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the Landlord's negligence or breach of its obligations in this tenancy agreement. Personal belongings left at the flat are at the Tenant's own risk.
- d) the Landlord is not liable to repair any damage caused by the Tenant unless the cost is met by insurance or by the Tenant (any excess on the policy being payable by the Tenant). This clause shall not apply where the Landlord has an overriding statutory obligation to make the flat and common parts safe.
- e) The Landlord may temporarily suspend use of the common parts if they are not kept in a clean and tidy condition by the Tenants using them
- f) The Landlord is entitled at the Tenant's expense to remove from the accommodation or the common parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Tenant on the termination of this tenancy agreement. The Landlord is entitled to remove any item left in the flat or common parts by the Tenant at the end of the tenancy period and shall not be obliged to return it to the Tenant
- g) Notices under this tenancy agreement must be in writing (which includes email) and the Landlord's address for service is given in section 9 of this tenancy agreement
- h) This tenancy agreement is not intended to confer any benefit to anyone who is not party to it
- i) This tenancy agreement and the policies referred to contains all the terms agreed to by the Landlord and the Tenant at the time it comes into effect and any variation to the terms will only be effective if agreed between the Tenant and the Landlord. The Landlord will confirm any agreed variation to the Tenant in writing at the time the variation is made

## **8. Termination of Tenancy Agreement**

- a) The Landlord may terminate this Tenancy Agreement at any time by serving notice on the Tenant if:
  - i) any payment is overdue by 21 days or more or
  - ii) the Tenant is in serious or persistent breach of any of the Tenant's obligations or
  - iii) The Tenant does not have status as a member of the College or of the University of Oxford or
  - iv) in the reasonable opinion of the Landlord the health or behaviour of the Tenant constitutes a serious risk to him/herself or others or the Landlord's or other people's property
- b) The Tenant may only terminate this tenancy agreement in

accordance with this clause, and will remain liable for the Rent until:

- (i) the Tenant has given notice to the Landlord that they wish to leave; and
  - (ii) the Tenant makes payment for, or puts right, to the Landlord's reasonable satisfaction any breach of the Tenant's obligations in this tenancy agreement; and
  - (iii) a replacement Tenant who is reasonably satisfactory to the Landlord as a Tenant and who is not already a Tenant of the Landlord enters into a tenancy agreement with the Landlord (the Landlord will assist the Tenant in finding a replacement, but does not guarantee it will be able to find one); and
  - (iv) the outgoing Tenant pays the Landlord's costs of administration and cleaning the flat
  - (v) conditions (b) to (d) in this clause shall not apply if the Tenant is able to show that the reason for termination is a serious or persistent breach of the Landlord's obligations in this tenancy agreement. For the avoidance of doubt, the Landlord will make vacated rooms available to other Tenants for room transfers, but room transfers will not be treated as replacements and refunds of rent will only be given where the void caused by the Tenant's early departure has been filled and there is no loss to the Landlord. The Landlord shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the flat
- c) In the event that one of the occupants comprising the Tenant leaves the Flat the Landlord has absolute discretion whether to abate the rent. In the event that an abatement is agreed it shall be on such conditions as the Landlord shall require including a condition that the Tenant will assign the tenancy to a new tenant comprising the remaining occupants who are original parties to this agreement and a replacement nominated by the Landlord the expenses of which assignment will be paid by the Tenant and upon completion of which the abatement will cease. Any such abatement may be withdrawn at any time.
- d) The Landlord reserves the right to relocate the Tenant to comparable alternative accommodation during the period of residence where it is reasonable to do so but unless the reason for relocation is because the Tenant is in breach of one or more of their obligations in this tenancy agreement the Tenant will have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 8.b)) as an alternative to relocating
- e) Where the Landlord relocates the Tenant because the Tenant is in breach of one or more of their obligations in this tenancy agreement (or where the relocation is made at the Tenant's request) the Tenant shall pay the Landlord an administration fee of £60

8. For the purposes of Section 48 of the Landlord and Tenant Act 1987

the Landlord's address for service is Jesus Landlord Oxford OX1 3DW

**AS WITNESS** the hand of the parties hereto

Signed by the said

in the presence of:

Accommodation Services Manager:

\_\_\_\_\_ Date: \_\_\_\_\_

## GLOSSARY

<b>Landlord</b>	Jesus College Oxford
<b>College</b>	Jesus College Oxford
<b>Tenant</b>	Those named as Tenant in this agreement. The tenancy is held jointly and severally between those named and they have joint responsibility for this agreement.
<b>The flat</b>	The whole of the self contained accommodation of the flat or house together with all furniture, fittings and contents of the flat or house named in this agreement.
<b>Common parts</b>	Any shared facility such as a common or other room or garden or facility allocated for the use of the Tenants of the flat and any Landlord's property that is necessary for the purpose of gaining access to the flat
<b>Duration</b>	The period of the tenancy as specified in Clause 1.2 of this agreement.
<b>Rent</b>	The rates given on Annex A attached to this Lease. The full Rent is payable for the whole of the Duration of the Lease regardless of occupation.
<b>Payment dates</b>	As stated on Annex A to this document.
<b>Contents</b>	The fixtures fittings and equipment in the flat as listed on the inventory to be supplied to the Tenant at the start of this agreement
<b>Rights</b>	a) to occupy the accommodation during the Licence Periods b) to use the Contents c) to use the Common Parts d) to use the Services
<b>Services</b>	a) repair of the flat and/or common parts b) lighting and heating of the accommodation and/or common parts

## CHARGES FOR ACCOMMODATION AT JESUS COLLEGE

**PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORD - DO NOT RETURN THIS WITH YOUR SIGNED LEASE**

The following charges, for 2012/13, were agreed by the Governing Body at their meeting in Michaelmas Term 2011.

Charges for:-

**Student (leased) Flats (exclusive of electricity and gas charges)**

(i) Thelwall House	£27.26 per day per flat
(ii) Stevens Close	£45.93 per day per flat (usually £15.31 per day per person)
(iii) 121 Woodstock Road (flats)	£45.93 per day per flat (usually £15.31 per day per person)
(iv) Leoline Jenkins House	£61.24 per day per flat (usually £15.31 per day per person)
(v) Hugh Price House	(3 bedroom) £45.93 per day per flat (usually £15.31 per day per person)
(vi) Hugh Price House	(4 bedroom) £61.24 per day per flat (usually £15.31 per day per person)
(vii) Hazel Court	£61.24 per day per flat (usually £15.31 per day per person)

**For all students, there is a Hall charge**

Hall charge – living out (living in accommodation other than the main College site in Turl Street and Ship Street)

£32.30 per term per person

**Payment schedule**

The accommodation charges will be billed and payable in three instalments as follows:

The first instalment of rent due from the start day of the lease to 31<sup>st</sup> December 2012 payable **Monday of 3<sup>rd</sup> week of Michaelmas Term 2012**

The second instalment of rent due from 1<sup>st</sup> January 2012 to 31<sup>st</sup> March 2013 payable by the **Monday of 3<sup>rd</sup> week of Hilary Term 2013**

The third instalment for the period 1<sup>st</sup> April 2013 to the end day of the lease payable by **Monday of 3<sup>rd</sup> week of Trinity Term 2013**