

Deposit paid	
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Account no:		
1 <sup>st</sup> Quarter		
2 <sup>nd</sup> Quarter		
3 <sup>rd</sup> Quarter		
4 <sup>th</sup> Quarter		

Darwin College, Silver Street, Cambridge CB3 9EU

## COMMON LAW TENANCY

*s8 of the Rent Act 1977 and paragraph 8 of Schedule 1 to the Housing Act 1988 ('the Acts') excepts from the definition of 'protected tenancy' and 'assured tenancy' in section 1 of the respective Acts a tenancy granted to a student, or prospective student, at a specified educational institution if the tenancy is granted by that or another specified institution or body. Under r3 of the Assured and Protected Tenancies (Lettings to Students) Regulations 1988 Darwin College is such a specified institution. Consequently, this tenancy is made under common law and is not subject to the Acts, although the Protection from Eviction Act 1977 still applies.*

### Introduction

1. This agreement governs the common law fixed-term tenancy granted by Darwin College, Cambridge to  
*[Insert name]* ('the Tenant')  
 for the purpose of letting the Dwelling  
*[Insert address of dwelling]*  
 for the period ('the fixed term') beginning on ('the Start Date')  
*[insert date]*  
 and ending unless otherwise terminated in accordance with this agreement on ('the End Date')  
*[insert date]*  
 inclusive in return for the payment of a rent of  
*[insert rent]*  
 and a contribution to the annual service charge of  
*[insert service charge contribution]*  
 per week howsoever levied.

### Interpretation

2. In this agreement:
  - a. 'this agreement' means this document and any attached annexes, appendices and schedules unless expressly excluded from this agreement;
  - b. 'the College' means Darwin College, Cambridge and 'we', 'us', 'our' and other forms are to be construed accordingly;
  - c. 'the Landlord' means the College. The Landlord's duties may be discharged by the Domestic Bursar or an employee delegated by him (this includes the issuing and signing of notices and other documents including this

agreement on behalf of the College);

- d. The Tenant is referred to as 'you' and 'your' and other forms are to be construed accordingly;
- e. 'the parties' are you and us;
- f. 'the Dwelling' means the accommodation identified in Paragraph 1 above and those areas identified in Paragraph 4;
- g. 'the Property' means the building which the dwelling is situated and any land in which that building sits;
- h. 'common parts' means any part of the Property listed in Paragraph 5 which the Tenant is entitled under the terms of this agreement to use in common with other occupiers of the Property;
- i. for clarity, both the Dwelling and the Common Parts are part of the Property;
- j. any clause that specifies agreement with the College or similar is to be taken as meaning agreement with the Domestic Bursar or an employee delegated by him.

#### Other occupiers

- 3. The Landlord agrees that in addition to the tenant the following persons (who for the avoidance of doubt are not tenants) may live in the Dwelling:
  - a. the Tenant's children or other dependents who are under 18 years of age at the start of the Tenancy; and
  - b. the following adults (if any): *[insert name of partner]*

#### The Dwelling

- 4. The Dwelling includes:

	Eltisley Avenue	Ashworth Park	King's Road	Croft Lodge
An identifiable parking place	No	Yes	No	No
An identifiable garage	No	No	No	No
The garden	Yes	No	No	No

- 5. The common parts the Tenant has use of are:

	Eltisley Avenue	Ashworth Park	King's Road	Croft Lodge
Shared parking	No	No	No	Yes
Shared access within the Property	Yes	Yes	Yes	Yes
The cycle shelter	No	Yes	Yes	No
The garden	Yes	Yes	No	Yes

- 6. The Landlord will provide the Tenant with such information about the Dwelling, the Dwelling's installations and any services provided to the Dwelling as is reasonably necessary to enable the Tenant to comply with the obligations contained in Paragraph 20 (payment of council tax, utilities and other charges) and Paragraph 22 (care and maintenance of the Property) of this agreement.
- 7. The dwelling is not currently subject to a mortgage.

### The Term and Expiry of the Fixed Term

8. The Tenancy created by this agreement lasts for the period specified in Paragraph 1 unless terminated early in accordance with Paragraphs 41 to 43 or by mutual agreement between the parties.
9. If the Tenancy is not terminated before the End Date then the Tenant must vacate the property by 2359hrs on the End Date unless otherwise agreed with the Landlord.
10. If with the agreement of the Landlord the Tenant continues to live in the Dwelling after the End Date and no further tenancy has been entered into by the parties, then:
- from the expiry of the Fixed Term the Tenant shall occupy the property on a month-by-month basis under the terms of this agreement less those regarding the payment of rent and any service charge contribution;
  - the rent and any service charge contribution shall be due monthly in advance levied and paid howsoever the Landlord specifies; and
  - this continuing occupation may be terminated by either party with a month's notice or by mutual agreement between the parties.
11. The Tenancy will in any event be terminated if the Tenant ceases to undertake an approved and formally recognised course of study or research in the University of Cambridge and/or another organisation approved by the College;

#### Service charge contribution

12. The contribution to the service charge (see Paragraph 1) for the Dwelling covers payment for:

	Eltisley Avenue	Ashworth Park	King's Road	Croft Lodge
Water and sewerage charges	Yes	Yes	Yes	No
Window cleaning	Yes	Yes	Yes	No
Internet access	No	No	No	No

#### Payment of rent

13. The licence fee will be invoiced quarterly in advance in such form as the College determines and must be paid in accordance with the Terms and Conditions specified in that invoice.
14. Interest of 3% above the Bank of England's base rate will be payable on any rent which is more than 14 days overdue. The interest will be payable from the date on which the rent fell due until the date it is paid.

#### Inventory and meter readings

15. An inventory and condition report, together with meter readings for those utilities the Tenant is expected to pay, is enclosed with this agreement.
16. Unless the Landlord receives written comments on and agrees amendments to the inventory, the Tenant shall be taken as accepting the inventory and condition report as a full and accurate record of the condition of the Dwelling and its contents.

#### The deposit

17. The Tenant must pay a deposit of one month's rent within one week of signing this agreement. The deposit will be held by the Landlord under its own arrangements.
18. The Tenant agrees that the Landlord may make reasonable deductions from the deposit at the end of the Tenancy for the following purposes:

- a. except for fair wear and tear, to make good any damage to the Property or any of the items listed in the inventory caused by the Tenant's failure to comply with the Tenant's obligations under this agreement;
- b. to replace any items listed in the inventory which are missing from the Dwelling at the end of the Tenancy;
- c. to pay any rent which remains unpaid at the end of the Tenancy;
- d. where the Tenant has failed to comply with Paragraph 32 of this agreement, to cover the reasonable removal, storage and disposal costs incurred by the Landlord;
- e. where the Tenant has failed to comply with Paragraph 31 of this agreement, to pay the reasonable cleaning costs incurred by the Landlord to remedy that failure;
- f. where the Tenant has failed to comply with the obligation in Paragraph 20d, to recover any reconnection charge paid by the Landlord;
- g. where the Tenant has made any addition or alteration to the Property or has redecorated the Property without the Landlord's prior written consent (see Paragraph 22b), to cover the reasonable costs incurred by the Landlord in removing or reversing any such addition or alteration or in reinstating the former decorative scheme.

#### **Tenant's obligations**

19. The Tenant must pay the rent in accordance with Paragraph 13 above;

#### ***Payment of Council Tax, utilities and other charges***

20. The Tenant:
- a. except where included in the rent or the service charge contribution (see Paragraphs 1 and 12), the Tenant must pay to the relevant local authority all council tax due in respect of the Dwelling during the Tenancy;
  - b. except where included in the rent or the service charge contribution (see Paragraphs 1 and 12), the Tenant must pay to the relevant suppliers all charges in respect of any electricity, gas or water (including sewerage) services used at or supplied to the Dwelling during the Tenancy and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services at the Dwelling during the Tenancy;
  - c. except where included in the rent or the service charge contribution (see Paragraphs 1 and 12), the Tenant must pay any television licence fee payable in respect of the Dwelling during the Tenancy; and
  - d. where any service mentioned in Paragraph 20b has been disconnected as a result of the Tenant's failure to comply with the Tenant's obligation to pay for the service, any reconnection charge will be payable by the Tenant.

#### ***Use of the Dwelling, pets and prohibited conduct***

21. the Tenant must:
- a. occupy the Dwelling as the Tenant's only or principal home;
  - b. not use the Property for the purposes of a business, trade or profession except with the prior written consent of the Landlord which must not be unreasonably withheld or delayed. In particular, it will not be unreasonable for the Landlord to withhold consent if there is a reasonable likelihood that the use proposed would:
    - (1) give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or
    - (2) cause a nuisance to the occupiers of neighbouring Dwellings or significantly increase wear and tear to the Dwelling or Property;

- c. not use the Property for any illegal, immoral, disorderly or anti-social purposes;
- d. not do anything to or in the Property which may reasonably be considered a nuisance or annoyance to the occupiers of neighbouring properties; and
- e. the Tenant must not keep any pets or other animals at the Property without the prior written consent of the Landlord which must not be unreasonably withheld or delayed. If permission is given, it may be given on the condition that the Tenant pays an additional reasonable amount towards the deposit.

***Care, maintenance and redecoration of the Dwelling***

22. The Tenant:

- a. must take reasonable care of the Property and any items listed in the inventory. This includes (but is not limited to):
  - (1) taking reasonable steps to keep the Dwelling adequately ventilated and heated so as to prevent damage from condensation;
  - (2) taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Dwelling, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and
  - (3) disposing of all rubbish in an appropriate manner and at the appropriate time;
- b. must not make any addition or alteration to the Property or redecorate the Property (or any part of it) without the Landlord's prior written consent which must not be unreasonably withheld or delayed;
- c. must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property or to any items listed on the inventory for which the Landlord is responsible (see Paragraphs 36 to 38);
- d. will be liable for the reasonable cost of repairs where the need for them is attributable to the Tenant's failure to comply with the obligations set out above in Paragraphs 22s and 22b or where the need for repair is attributable to the fault or negligence of the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors; and
- e. shall promptly replace and pay for any broken glass in windows at the Property where the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors cause the breakage.

***Security of the Property and periods of absence of more than 28 days***

23. The Tenant must:

- a. not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord; and
- b. take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.

***Access to the Property by the Landlord***

*Routine access*

24. Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of day for the following purposes:

- a. to inspect its condition and state of repair;

- b. to carry out the Landlord's repairing obligations and other obligations under this agreement; and
- c. to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed in the Property and to carry out any works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law.

*Access for the purposes of selling or re-letting the Property*

25. Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or its agents) access to the Property at reasonable times of day to show prospective tenants or purchasers, letting agents or estate agents around the Property, but only during the last 3 months of the Tenancy.

*Access during periods of more than 28 days*

26. The Tenant agrees that if the Property is to be unoccupied for a period of more than 28 consecutive days, the Landlord may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period. Such access will not be subject to any notice requirements.

*Emergency Access*

27. The Tenant must give the Landlord (or persons acting on the Landlord's behalf) immediate access to the Property in the event of an emergency on the Property;

**Assignment and sub-letting**

*Assignment*

28. The Tenant must not assign (i.e. transfer to another person) the tenancy, either in whole or in part without the consent of the Landlord in writing. Such consent must not be unreasonably withheld.

*Subletting of whole Property*

29. The Tenant must not sublet the whole of the Property:
- a. for the entire duration of the Tenancy; or
  - b. for any period which is less than the entire duration of the Tenancy without the consent of the Landlord in writing. Such consent must not be unreasonably withheld.

*Subletting of part of the Property*

30. The Tenant cannot request sublet the whole or part of the Property for either the whole or part of the duration of the Tenancy.

**Moving out at the end of the tenancy**

31. Except for fair wear and tear, the Tenant must return the Property and any items listed on the inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy.
32. The Tenant must remove all possessions (including any furniture) belonging to the Tenant, any member of the Tenant's household or any visitors and all rubbish from the Property at the end of the Tenancy. If any such possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for one month (other than any perishable items which will be disposed of immediately) and will take reasonable steps to notify the Tenant. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs

of removal, storage and disposal may be deducted from any sale proceeds.

33. The Tenant must give vacant possession and return all keys to the Landlord at the end of the Tenancy.
34. The Tenant must provide the Landlord with a forwarding address at the end of the Tenancy.

#### **The Landlord's obligations**

35. The Landlord, whose obligations in this Paragraph and Paragraphs 36 to 40 below may be discharged directly or indirectly via a trust or management company to whom the Landlord pays a service charge as a consequence of the Landlord owning the beneficial leasehold interest in the Dwelling:
  - a. must give the Tenant possession of the Property at the start of the Tenancy;
  - b. must not interrupt or interfere with the Tenant's right to quiet enjoyment of the Property;

#### ***Repair and maintenance of the property and items listed on the inventory***

36. In accordance with section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the Landlord shall:
  - a. keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
  - b. keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
  - c. keep in repair and proper working order the installations in the Property for space heating and heating water.
37. In accordance with section 11 of the Landlord and Tenant Act 1985, the Landlord is not required:
  - a. to repair anything which the Tenant is liable to repair by virtue of the Tenant's duty to take reasonable care of the Property (see Paragraph 22);
  - b. to rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or
  - c. to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
38. The Landlord must keep in repair and proper working order any furniture, fixtures, fittings and appliances which are listed in the inventory, except where the damage or need for repair is a result of the Tenant's failure to comply with the obligations in Paragraph 22.

#### ***Insurance and rent suspension***

39. The Landlord must insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Tenant is responsible for arranging insurance of the Tenant's own belongings;
40. Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement, the Tenant shall not be required to pay rent until the Property is fit for occupation and use;

#### **Landlord's grounds for possession during the fixed term**

41. If any of the grounds specified in Paragraph 43 apply, the Landlord may seek to repossess the Property (sometimes referred to as forfeiture and re-entry) during the fixed term by giving the Tenant notice to quit in accordance with the Protection from Eviction Act 1977 and further informing the Tenant of his intention to apply to court for possession and, subsequently,

applying to the court for a possession order.

42. In the event the Tenant has not quit the Dwelling the Landlord may apply to the court for an order for possession of the Dwelling. In the event such an order is granted the College may ask the court further to order the Tenant pays the Landlord loss of income and its reasonable legal costs and expenses incurred in the contemplation, preparation, prosecution and enforcement of those legal proceedings with interest.
43. The grounds referred to in Paragraph 41 are:
- a. a mortgagee is entitled to possession;
  - b. at least 8 weeks' or two months' rent are in arrears;
  - c. suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect;
  - d. some rent is overdue;
  - e. the tenant persistently late in paying rent;
  - f. the tenant is in breach of any term(s) of this agreement;
  - g. the condition of property or common parts has deteriorated due to acts etc. of tenant or other occupant;
  - h. the tenant or another person residing in or visiting the property is guilty of nuisance or annoyance in the locality or is convicted of a criminal offence in relation to the property or committed in the locality;
  - i. the condition of furniture provided under the tenancy agreement has deteriorated due to ill-treatment by tenant or other occupant;
  - j. the Tenant ceases to undertake an approved and formally recognised course of study or research in the University of Cambridge and/or another organisation approved by the College;
  - k. if this agreement was granted before the Tenant matriculated, the Tenant is unable to matriculate and undertake an approved and formally recognised course of study or research in the University of Cambridge and/or another organisation approved by the College in the academic year immediately following the Start Date; and
  - l. the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant or a person acting on the tenant's behalf.

#### **Additional terms between Landlord and Tenant**

44. The Tenant must comply with those obligations and requirements that are specific to the Dwelling and Property and are contained within the Annex to this agreement or appended to it, such annexes and appendices being listed at the end of this agreement.

#### **The Landlord's contact details and service of notices on the Landlord**

***Service of written notices, requests and other documents by post or delivery by hand***

45. The Landlord agrees that any notices given, requests made or other documents to be served under or in connection with this agreement which are required to be given in writing may be served on the Landlord either by being left at the address given below or by being sent to that address by first class post. Notices, requests and other documents shall be taken to be received the day after being left at the property or the day after posting. The address for service of written notices and other documents on the Landlord is:

The Domestic Bursar  
Darwin College  
Silver Street  
CAMBRIDGE CB3 9EU

***Service of written notices by email***

46. The Landlord agrees that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email. Notices sent by email shall be taken to be received the day after being sent. The Landlord's email address for these purposes is

[domestic.bursar@darwin.cam.ac.uk](mailto:domestic.bursar@darwin.cam.ac.uk)

***Landlord's Emergency contact details***

47. The Landlord's telephone number is the Porters' Lodge on 01223 335660.

**The Tenant's contact details and service of notices on the Tenant**

***Service of written notices by post or delivery by hand***

48. The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Property or by being sent to the Tenant at the Property by first class post. Notices shall be taken to be received the day after being left at the Property or the day after posting.

***Service of written notices by email***

49. The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email (except as set out in Paragraph 50 below). Notices sent by email shall be taken to be received the day after being sent. The Tenant's email address for these purposes is:

*[insert Tenant's email address]*

50. Any notice given in accordance with Paragraphs 41 and 42 above must always be given to the Tenant in hard copy.

***Tenant's Emergency contact details***

51. The Tenant's telephone number for use in emergencies is: *[insert Tenant's telephone number]*

**Signature**

**Tenant:**

Signature:

Full name:

Date:

**For the Landlord:**

Signature

Full name:

Date:

Annexes (only supplied if relevant to the Tenancy):

- A. Specific obligations and requirements for residents of flats in Eltisley Avenue.
- B. Specific obligations and requirements for residents of flats in Ashworth Park.
- C. Specific obligations and requirements for residents of flats in King's Road.
- D. Specific obligations and requirements for residents of flats in Croft Lodge.

Enclosures:

- 1. Inventory and condition report.

SAMPLE