



Sample Tenant Advice Notes & Tenancy Agreement

Digs (Bristol) Ltd, 1 Triangle South, Clifton, Bristol BS8 1EY
Phone: 01179308750 Fax: 01173169714
E-mail: info@bristoldigs.co.uk or enquiries@bristoldigs.co.uk



Tenant's advice notes

Thank you for considering renting one of our properties. This document is designed to give you as much information as possible to guide tenants through the letting process in a hassle free and informative manner.

We are registered with Bristol City Council as an 'accredited' landlord and are responsible to ensure good standards of management.

Viewing prospective property

Viewings are by appointment only and must be arranged through our office, we have to give regard to existing tenants to ensure any disruption is kept to a minimum. In addition to this 24 hours notice must be given to existing tenants when booking a viewing unless we are already pre-booked into view that property with other groups. The majority of our viewings during the busy periods are carried out as block viewings.

A full list of our properties can be found on our website www.bristoldigs.co.uk including full details and photographs. All tenancies are for a 12 month period from 1st July.

Securing a property

Once you have chosen your property you will be required to pay a deposit of £450 and £100 plus VAT admin charge, this can be paid by cash, cheque or card at our office. The deposit is held as a security deposit until you move into the property where it will be transferred to a deposit against damages. The deposit is held by Digs in a ring fenced deposit account and protected by the tenants deposit scheme.

Once you have paid the deposit, fee and signed the tenancy agreement the property will be secured. Properties are secured on a first come first served basis. If you are unable to move into the property for any reason, a replacement tenant must be found (by you) and the deposit will only be refunded once the new tenants deposit has been paid and cleared. Unfortunately no refund will be given on the administration fee.



Rent payment and parental guarantees

A parental guarantee is required for all student tenants which guarantees rent payment for the duration of your tenancy. Guarantee forms will be sent to your home address and we must receive these back, signed by your parents before the tenancy commences. You will not be allowed to move into the property until all forms are returned and signed and the

first quarters rent has been paid. This will affect all tenants who are joint and severally liable. Once we have received all paperwork and payments you will then be allowed to make an appointment to move into the property.

Rent is payable quarterly in advance and is due on 1st July, 1st October, 1st January and 1st April. This can be paid by cash, card or cheque. You will be charged £30 if your cheques are returned to us by the bank unpaid. If you think this is likely to happen, please let the office know and we may withhold payment for a few days. If you wish to pay your rent by credit card there will be a 2% charge added or a 28p charge for a debit card. You can also pay your rent by bankers standing order which we can set up with your bank, however please be aware that you are responsible for cancelling this standing order when your tenancy comes to an end.

You are responsible to make rent payments on time. The office will write to you if your rent is late at a charge of £10 per letter. Arrears of more than 1 month will be placed in the hands of our solicitors and all fees incurred the tenant's responsibility.

Utility Charges

Rent is exclusive of other outgoings such as water, sewage, electricity (including common supplies), gas & telephone. Each property has separate supplies for all services. When you move into the property we will take a meter reading and advise the service companies accordingly. When you vacate the property the meter readings will be taken again and we ask that you do not arrange for any services to be disconnected. Please note that we do not take water meter readings.

The majority of our properties have TV & telephone points in all rooms for internet/phone connection. Many properties include **FREE** broadband; please note that this service does not form any part of the rent and that it is **FREE**.

Council tax

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Full time students are currently exempt from council tax; however any working tenants will be responsible for making their own council tax payment. We do not allow students and professional working tenants to start a tenancy together.

Inventory and moving in arrangements

We will try to ensure that all properties are handed over in a clean/tidy condition at the start of tenancy, however please be aware that in most cases previous tenants may only have vacated on 30th June and therefore tenants wishing to move in on or around the 1st July may have cleaning and maintenance being carried out around them. **An appointment must be made with the Digs office to move into your property, this is done on a first come first served basis. If you have not made an appointment you will not be able to move into the property until the next available appointment time/date.**

Bike store/parking permits

For those of you with bikes we offer covered storage in some of our properties. Parking permits (although in limited supply) are available from Bristol City Council. **Please note we do not allow bikes to be stored within the properties.**

Refuse / Cleaning

Communal hallways will be cleaned on a 6 weekly basis, so please try and keep rubbish to a minimum in the communal areas. You will be informed of the bin collection days and in most of our properties rubbish is collected at least 3 times a week. Digs charge a £5 fee to each tenant at the end of the tenancy as a contribution towards our costs for providing this service.

Please make sure that all rubbish is put into black bags, secured tightly and only put outside the flat the night before collection day. There are some exceptions to our rubbish collection service where our vehicle cannot gain access due to the road being too narrow, in these cases the normal council collection service would apply.

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Maintenance

We have a full time maintenance team that are on hand daily to deal with any problems that may arise during the course of your tenancy. All maintenance problems must be reported to the office where a member of our maintenance team will be instructed to attend. We also offer a 24hrs maintenance service, this is for emergencies only. If it is not an emergency please wait and contact our office during the office hours, Monday-Friday 9am-5pm and Saturdays 10am-2pm.

Please note that locking yourself out of you flat or losing your keys is not an emergency and there will be a charge of £40 if our maintenance staff are asked to attend such matters.

Quarterly inspections are carried out on all our properties to ensure that you are happy, general maintenance standards are maintained and the property is being looked after by tenants.

If the property requires maintenance work to be carried out on it that has been caused by the tenants and is the tenants fault, this will be invoiced to the tenant(s) immediately after the works have been carried out. Payment is to be made to the digs office and **not** taken out of your deposit.

Moving out

It is very important that the flats are handed back to us at the end of the tenancy in a clean and undamaged state. A cleaning guideline sheet will be sent out to all tenants to make sure that we are all clear on what needs to be cleaned and to what standard. If the property has been left clean and maintenance free your deposit will be returned to you quicker and without deductions.

If however you do not leave the flats in the condition that they were in at the start of the tenancy (after cleaning) we typically charge £20 per hour for cleaning services and £25 per hour for decorating. Carpet cleaning and other damage will be assessed and charged accordingly.

Useful telephone numbers

Digs (Bristol) Ltd, 1 Triangle South, Clifton, Bristol BS8 1EY
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Bristol City Council – 0117 922 2000
Parking Services – 0117 922 2198
Pest control - 0117 977 6004
Transco – 0845 605 6677

Virgin Media - 0845 840 7777
British Telecom - 0845 600 7030

Monies received to date

**Property
Address** _____

Deposit: £450
Admin charge (Net) £100
 (VAT) £17.50
 (Total) £567.50

**Received from:
Name:** _____

Payment method: Cash/Card/Cheque



SAMPLE

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ASSURED SHORTHOLD TENANCY AGREEMENT

The Landlord

Date:

Name:

The Tenants

Names:

(The term "the Tenant" applies to each named joint tenant. Each individual tenant enjoys the full rights and is fully responsible for the obligations set out in this Agreement and their obligations shall be joint and several).

The Property:

Together with the fixtures and fittings and also the items set out in the inventory (if any).

The Term

For a fixed term commencing at 5 pm on the 1st July and expiring at 10 am on the 30th June

The Rent

At a rent of £0.00 a month, payable quarterly in advance either by standing order or cheque as agreed with Landlord.

Method of Payment

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By standing order or cheque made payable to Digs (Bristol) Ltd

The Deposit

The deposit shall be £450.00 per person plus £100 administration charge plus VAT per person.

Details of Agent

Digs Ltd, 1 Triangle South, Clifton, Bristol, BS8 1EY. Tel: 0117 9308750; fax: 0117 3169714. Web site: www.bristoldigs.co.uk; e-mail: info@bristoldigs.co.uk

Terms and Conditions

1 General

- 1.1 In this Agreement any reference to the masculine includes the feminine.
- 1.2 This Agreement is for an Assured Shorthold Tenancy.

2 The Property

- 2.1 The Property is the Property specified above, and where applicable, together with any outside space or garden and the Landlord's fixtures and fittings in the premises or as stated in the inventory (if any).

3 Rent

- 3.1 The Tenant shall pay the rent by the method and at the times specified above.

4 The Deposit

- 4.1 The Deposit will be protected by Tenancy Deposit Solutions in accordance with their terms and conditions. The terms and conditions and ADR rules governing the protection of the deposit including the repayment process can be found at www.mydeposits.co.uk

- 4.2 The deposit will act as security against breach by the tenant of any part of this agreement at any time including compensation for cleaning, damage to the

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premises its fixtures and fittings or for missing items for which the tenant may be liable subject to an appointment or allowance for fair wear and tear.

4.3 The deposit shall not be treated as rent by the tenant and rent is required to be paid to the end of the tenancy

4.4 Subject to the Tenancy Deposit Solution scheme rules, the deposit will be refunded to the tenant, less any deductions within 30 days once the following have been completed.

4.4.1 Possession of the property has been returned to the landlord

4.4.2 All keys have been returned to the landlord

4.4.3 Both parties have confirmed their acceptance of any deposit deductions

4.5 If the landlord sells his property subject to his tenancy the rules governing changes of landlords The DPS must be complied with. On compliance of these rules the landlord shall be released from all claims and liabilities in respect of the deposit or any part it.

4.6 At the end of the tenancy, Tenancy Deposit Solutions will not release the deposit or any part of it without the landlord and tenants agreement. Where more than one person comprises the tenant, the person who signed the inventory schedule of condition will be deemed to be the lead tenant and therefore act on the joint tenants behalf in respect of this. Tenancy Deposit Solutions will consider the agreement of the lead tenant as agreement by all the joint tenants.

5 Forfeiture and Interest on Payments in Arrears

5.1 Where the rent, any part of it, or any other sum due from the Tenant under this Agreement, is in arrears of 7 days or more after it has become due, whether legally demanded or not, or the Tenant has breached any of the terms of this Agreement, then the Landlord shall be entitled to end the Tenancy either (a) by serving the appropriate notice and obtaining a court order, or (b) by re-entering the property if it is no longer occupied by the Tenant or anyone else with a lawful

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- right to live in it. If the Landlord exercises this right of forfeiture, it shall be without prejudice to the other rights and remedies of the Landlord.
- 5.2 Where the rent or any other sum due by the Tenant under this Agreement is in arrears, whether legally demanded or not, the outstanding sum shall be subject to interest from the date when the same became due until the date of payment, at the rate of 5% above the prevailing base rate of the Bank of England.
- 6 Insurance**
- 6.1 If the Tenant so wishes, he can insure his personal effects, which shall not be the Landlord's responsibility.
- 6.2 The Tenant shall not (nor allow others to) do anything that will adversely affect the Landlord's insurance of the Property and shall make good to the Landlord any loss or extra expense arising from a breach of this clause.
- 7 Quiet Possession**
- 7.1 The Landlord agrees, subject to the Terms and Conditions of this Agreement, not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.
- 8 Communal Areas**
- 8.1 The Tenant shall take reasonable care to keep the common entrances, halls, stairways, lifts, passageways and any other common parts including their electrical lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Property.
- 8.2 The Tenant shall take reasonable care to ensure at all times that all common parts of the Property are kept clear of hazards and obstructions.
- 8.3 The Tenant shall not store bikes in the communal areas.
- 9 Use and Condition of Property**



- 9.1 The Tenant shall use the Property for residential purposes for occupation by the Tenant only and shall not (nor allow others to) operate a business at the property or use it for any improper, immoral or illegal purposes.
- 9.2 The Tenant shall keep the Landlord's furniture, fixtures, fittings and effects in the Property in at least as good repair and condition as they were at the start of the tenancy and shall make good all damage and undue wear and replace with similar articles of equal value all articles which are destroyed or lost or damaged or unduly worn and incapable of reinstatement. The Tenant shall not remove any of the said furniture, fixtures, fittings and effects from the Property nor from the rooms in which they are in.
- 9.3 The Tenant shall replace all broken glass, electric light bulbs, fuses and lost or damaged keys as and when necessary.
- 9.4 The Tenant shall not store bikes within the property.

10 Assignment

- 10.1 The Tenant shall not assign, sublet, charge or part with or share possession or occupation of the Property or any part thereof without the prior written consent of the Landlord.

11 Nuisance

- 11.1 The Tenant shall not (nor allow others to) cause nuisance, damage, disturbance, injury, inconvenience or annoyance to the Landlord, the Landlord's employees Agents or Contractors, other tenants or any neighbours or to any of their property.

12 Damages

- 12.1 The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property.

13 Alterations to Property

- 13.1 The Tenant shall not (nor allow others to) make any alterations, improvements or additions to the Property, including the erection of a television aerial, external and/or internal decoration and additions to or alterations to, the Landlord's

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installations, fixtures and fittings without the Landlord's written consent, and the Tenant shall not (nor allow others to) remove any of the items specified in the inventory (if any) or any of the Landlord's possessions, from the premises.

- 13.2 The tenant shall not glue, stick (particularly with blue tack), nail, screw or otherwise fix anything whatsoever to the interior or exterior of the Property or its contents without the Landlord's written consent.

14 Locks

- 14.1 The Tenant shall not alter or change or install any locks on any doors or windows in or about the Property or have additional keys made for any locks without the prior written consent of the Landlord.

15 Children and Pets

- 15.1 Without the express written permission of the Landlord, the Tenant shall not (nor allow others to) keep or allow children or pets of any kind on the premises. Any permission which is given may be cancelled by the Landlord.

16 Cleaning and Maintenance

- 16.1 The Tenant shall keep the interior of the premises in good repair and condition and in good decorative order, subject to the Landlord providing and maintaining a vacuum cleaner and other appropriate implements for this purpose.
- 16.2 The Tenant is responsible for cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like (where applicable).
- 16.3 The Tenant is responsible for the keeping clean of any carpets, curtains, furnishings or other items listed in the inventory (if any).
- 16.4 The Tenant is responsible for the cleaning of the insides of all windows.



16.5 The Tenant shall ensure that all rubbish is deposited in sealed bin liners and removed from the Property daily ready for collection (daily or otherwise) by the appropriate party.

16.6 The Tenant shall keep in good repair and condition the exterior of the front door to the Property.

17 Garden

17.1 The Tenant is responsible for keeping such areas neat and tidy and properly cultivated and free from rubbish and weeds (where applicable).

18 Repairing Damage

18.1 The Tenant agrees to make good any damage to the Property or to the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any visitor of the Tenant to the Property, fair wear and tear excepted, and to pay any costs incurred by the Landlord carrying out such works in default.

19 Reporting Disrepair

19.1 The Tenant shall report to the Landlord any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances.

20 Utilities

20.1 The Tenant is responsible for informing the payment of bills generated for the supply and consumption of any services such as Gas, Electricity, Telephone, Water etc., this includes the supplies in the communal areas. The Tenant shall not do anything that may cause the disconnection of any of these supplies.

21 Council Tax

22.1 The Tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made) to pay Council Tax (or any similar tax or levy) where applicable Hereunder.

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22 Rights of Access

- 22.1 The Tenant shall allow the Landlord, the landlords employees agents or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property or any adjoining property or to carry out maintenance of the appliances or for any purpose connected with the interest of the Landlord in the Property or their disposal, change or demise with or without any prospective tenants or purchasers. The Landlord shall normally give at least 24 hours notice but can not guarantee to do so the Tenant shall give immediate access in an emergency.

23 Property Left Unattended

- 23.1 Whenever the Property is left unattended, the Tenant must fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the premises. The Tenant should notify the Landlord if he intends to leave the premises vacant for a period in excess of 21 consecutive days and in such a case, the Tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather.

24 Moving Out

- 24.1 At the end of the Tenancy the Tenancy shall give the Landlord vacant possession and shall return all the keys of the Property and remove all furniture owned by the Tenant, personal effects and rubbish and leave the property and the Landlord's fixtures and fittings in the same condition and state of repair as at the start of the tenancy, fair wear and tear excepted.

25 Inventory Check, Cleaning and Return of Deposit

- 25.1 At the end of the tenancy, the Landlord shall perform such checks as are necessary as to the condition of the Property and the Landlord's fixtures, fittings and effects in the Property and/or as stated in the inventory. An appropriate deduction shall be made from the Deposit by the Landlord where he determines that any part in or about the Property and/or any of the fixtures, fittings and



effects require repair, replacing or making good where such loss or damage has been caused during the Term of the tenancy

- 25.2 At the end of the tenancy the Landlord shall, if he so deems necessary, arrange for the Property to be cleaned. The cost of such cleaning shall be borne by the Tenant and shall be deducted from the Deposit.
- 25.3 If after the expiration or sooner determination of the Term any property of the Tenant or any other third party remains in or on the Property and the Tenant fails to remove the same within 3 days after the Landlord requests the Tenant to do so, then the Landlord may dispose of the said property as he sees fit. In such an event, the Landlord may make a reasonable deduction for any costs and charges he incurs.
- 25.4 The deposit or the balance of the deposit, taking into account the matters above, shall be returned to the Tenant within 30 days of the Tenant vacating the Property providing no deductions are made.

26 Charges and Expenses

- 26.1 In the event of a breach of the Tenancy Agreement by the Tenant (including late payment of rent), the following charges may be made:
- (a) an administration charge of £5 may be made for each telephone call dealing with any matters arising from a breach of the Tenancy Agreement
 - (b)
 - (c) an administration charge of £10 may be made for each letter written in dealing with any matters arising from a breach of the Tenancy Agreement ;
 - (d) an administration charge of £30 may be made for any stopped or returned cheque issued by the Tenant.
- Any or all of these charges may be waived at the discretion of the Landlord.
- 26.2 The Tenant shall be liable for all costs and expenses incurred by the Landlord (including but not limited to legal and professional fees) arising from any breach of the Tenancy Agreement by the Tenant including such costs and expenses in or incidental to the recovery from the Tenant of any rent arrears or the service of any notice relating to any breach by the Tenant of any of his/her obligations.



27 Notices

- 27.1 Any notice required to be served under this Agreement shall be sufficiently served if sent by first class recorded delivery post, in the case of the Tenant to the address of the Property specified above, or in the case of the Landlord to:

Digs Ltd, 1 Triangle South, Clifton, Bristol, BS8 1EY

The Landlord hereby agrees to let the premises and the Tenant hereby agrees to take the premises for the rent, period and in accordance with the conditions stated within this Agreement.

SIGNED by the Landlord:

Signed by:

Date:

In the presence of this witness:

Name of witness:

Address of witness:

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SIGNED by the Tenants:

Signature of:

Date:

In the presence of this witness:

Address of witness:

Signature of:

Date:

In the presence of this witness:

Address of witness:

Signature of:

Date:

In the presence of this witness:

Address of witness:

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