

TENANCY AGREEMENT

(Amended May 2010)

INFORMATION FOR PROSPECTIVE TENANTS

This is an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996).

Before you sign it you should read it carefully and make sure you understand the responsibilities and rights of both the Landlord and Tenant.

You may wish to consider matters before signing and if unsure take some advice, from a solicitor, Citizens Advice Bureau or Law Centre, for example.

Once signed and completed it becomes a contract between you and your Landlord.

This Agreement is only for use in England and Wales.

Not to be used for agreements of a fixed term of more than three years which must be signed as a Deed.

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DEFINITIONS

- **“Administration Costs”** means the costs and charges associated with the setting up and running of the Tenancy, including the costs of checking the Property at the end of the Tenancy.
- **“Cleared funds”** means cash or a direct debit payment or standing order payment (subject to the previous written agreement of the Landlord) or the date on which a cheque presented to a bank or building society for payment is honoured by payment on that cheque to the Landlord. For the avoidance of doubt, if a sum is to be paid in cleared funds by a certain date a cheque provided on that date will not be sufficient to meet this obligation.
- **“Deposit”** means the sum set out in Clause 1 and described in Clause 2 of this Agreement.
- **“Deposit Holder”** in the Prescribed Pages means the person, firm or company who holds the Deposit under and is a Member of the TDS.
- **“Fixtures and Fittings”** means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
- **“Head Lease”** or **“Superior Landlord”** sets out the promises the Landlord has made to his Superior Landlord (if applicable). The promises contained in the Head Lease will bind the Tenant if he has prior knowledge of those promises.
- **“ICE”** means the "Independent Case Examiner of The Dispute Service Ltd".
- **“Inventory and Schedule of Condition”** means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord’s Agent, or inventory clerk which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or after the check in report of the Inventory and Schedule of Condition has been prepared.
- **“Joint and several”** means that if the Tenant includes more than one person, each individual is liable for all the Tenant’s responsibilities and obligations under the Tenancy individually until all rent and other costs are paid in full and as a group the persons forming the Tenant will be jointly liable with the others until all rent and other costs are paid in full.
- **“Landlord”** means all those people listed in Clause 1 of this Agreement as being the joint or sole landlord of the Property, and their successors in title from time to time.
- **“Landlord’s Agent”** means any person authorised by the Landlord to act on the Landlord’s behalf from time to time in relation to the tenancy; a Landlord’s letting agent or a solicitor, for example. If the Landlord appoints another agent or agents, their identity and address will be notified to the Tenant promptly in writing and any changes will be notified to the Tenant in good time.
- **“Property”** means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.
- **“Relevant Person”** in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- **“Stakeholder”** means acting as agent for the Landlord and for the Tenant. A stakeholder can only act with the consent of both the Landlord and the Tenant. No deductions can be made from the Damage Bond without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from TDS.
- **“Superior Landlord”** means the person for the time being who owns the interest in the building of which the Property forms part which gives him the right to possession of the Property at the end of the Landlord’s lease of the Property.
- **“TDS”** means the Tenancy Deposit Scheme which is operated by The Dispute Service whose details are shown in the Tenancy Agreement.
- **“Tenant”** means all those persons listed in Clause 1 of this Agreement as being joint and several Tenants of the Property and any other person in whom the Tenancy is vested from time to time.
- **“Term”** or **“Tenancy”** means any reference to the original fixed term of the agreement, any extension or

continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original fixed term.

- This Agreement is subject to the jurisdiction of the courts in England and Wales.
- References to the masculine gender in this Agreement will include the feminine and to the singular will include the plural.
- The basis upon which the Landlord can recover possession from the Tenant, during the fixed term are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the Property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

Ground 8 : both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the Tenant is in breach of one or more of the obligations under the Tenancy Agreement.

Ground 13: the condition of the Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;

Ground 14: the tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property;

Ground 17: the landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

There are a series of Schedules attached to this Agreement.

Schedule A

If the Property contains furniture, fixtures, contents and effects, a list of the furniture, fixtures, contents and effects ("Fixtures and Fittings") will be set out with a description of their condition in *Schedule A – "Inventory and Schedule of Condition"*.

Schedule B

If the Landlord's own title to the Property is leasehold and not freehold, the Landlord will himself be a Tenant under a "Superior Lease" and there will be a "Superior Landlord".

Where the Tenant's obligations under the Superior Lease are passed on to the Tenant to be performed by the Tenant during the tenancy those obligations are set out in full in Schedule B.

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1. THE MAIN TERMS OF THE AGREEMENT

- **Date**

The date upon which the Agreement is signed by both the Landlord and the Tenant

- **The Landlord (s)**

Insert the full name and actual address or names and actual addresses of the Landlord if the Landlord forms more than one person. If necessary, attach a continuation sheet setting out the full names and addresses of all joint persons forming the Landlord.

Mr Landlord
House Number
Street Name
Town Name
XX99 9XX

- **The Tenant (s)**

Insert the full name and present address or full names and present addresses of the Tenant. If necessary, attach a continuation sheet setting out the full names & addresses of all joint persons forming the Tenant.

Mr A Tenant
House Number
Street Name
Town Name
County Name
SP1 1TT

- **The Property**

Insert the full postal address and post code of the Property to be let to the Tenant under this Agreement. If necessary, describe the Property in detail including or excluding any part of the Property that is to be or not to be included within the Tenancy so that there can be no doubt as to exactly what is or is not to be let to the Tenant under the Agreement.

- The property contains [furniture], fixtures, contents, and effects ("Fixtures and Fittings") which are specified together with a description of their condition in Schedule A being the Inventory and Schedule of Condition either attached at the end of this Agreement or to follow as soon as it is available.

- **The Term of the Tenancy**

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The length of the tenancy.

For the term of 6 months commencing on 01/01/2018 and on a statutory periodic basis thereafter unless ended by either the Tenant or Landlord.

• **Payment Schedule**

From	To	Total Rent
Start of Tenancy (01/01/2018)	31/01/2018	Payment of £750.00 per calendar month
01/02/2018	End of Tenancy	Payment of £750.00 per calendar month

The day on which the Rent is to be paid (the "Rent Due Date") for this Tenancy will be the day of the month on which the Tenancy commenced, payable in advance in cleared funds (unless otherwise specified in the Special Conditions).

• **The Deposit**

This Agreement is a Assured Shorthold Tenancy and upon signing it, the Tenant will immediately pay the following amount (which has been previously notified to the Tenant):

Typically one and a half months' rent for properties or one month's rent plus £200 otherwise. £1,125.00

This Agreement is an Assured Shorthold Tenancy and on signing the document, the Tenant will pay the following amounts of money (which have been previously notified to the Tenant):

Deposit registration, check out fee and any future reference requests (inclusive of VAT) £250

2. The Deposit

- 2(a) The Deposit of £1,125.00 is paid by the Tenant to the Landlord/Agent.
- 2(b) The Deposit paid by the Tenant is held as security for the performance of the Tenant's promises and agreements under the Agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this Agreement.
- 2(c) The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.
- 2(d) Any interest earned will belong to the Landlord's Agent.
- 2(e) The Deposit has been taken for the following purposes:
 - 2(e)(1) Any damage, or compensation for damage, to the Property its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
 - 2(e)(2) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the

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cleaning of the Property, its Fixtures and Fittings; any costs incurred by the Landlord or the Landlord's Agent in re-letting the Property if in breach of this Agreement the Tenant vacates the Property prior to the end of the fixed Term unless the termination is in compliance with a break clause; and any housing benefit which is clawed back by the local authority from the Landlord or the Landlord's Agent.

2(e)(3) Any loss due to any other breach of the terms of the Agreement.

2(e)(4) Any unpaid accounts for utilities, telephone, or water charges including environmental services and sewerage or other similar services or council tax incurred at the Property for which the Tenant is liable.

2(e)(5) Any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

2(f) The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this Agreement, whether expressly set out in this Agreement or implied as part of the Agreement.

2(g) After the end of the Tenancy the Landlord's Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within 30 working days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Agent on behalf of the Landlord may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.

2(h) If the amount of monies that the Landlord or the Landlord's Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Landlord's Agent may require the Tenant to pay that additional sum to the Landlord or the Landlord's Agent within 14 days of the Tenant receiving that request in writing. After such time, interest may be added to the amount outstanding (see clause 5) at the rate of 4% above the Bank of England Base Rate.

2(i) The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Landlord's Agent, holds the Deposit or any part of it.

2(j) The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd,
PO Box 1255,
Hemel Hempstead,
Herts
HP1 9GN
Tel: 0845 226 7837
Web: www.thedisputeservice.co.uk
Email: deposits@tds.gb.com
Fax: 01442 253 193

At the end of the Tenancy

2(k) The Agent must tell the Tenant within 15 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

2(l) If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

2(m) The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 14 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The period may not be reduced to less than 14

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days. The Independent Case Examiner (“ICE”) may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

- 2(n) If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 2(o) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 2(l) to 2(n) above.

3. The Tenant's Obligations

These clauses set out what is expected of the Tenant during the Tenancy. If any major obligation is broken the Landlord or the Landlord’s Agent may be able to deduct money from the Deposit at the end of the Tenancy, claim damages or ask the court to grant possession.

The Tenant promises the Landlord as follows:

3(a) Rent

- (i) To pay the Rent in cleared funds in advance by the Rent Due Date (as described in Clause 1 of this Agreement) in the manner specified by the Landlord in writing, if any.
- (ii) To pay interest on any payment of Rent not made as set out in the Main Terms of the Tenancy Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 4% above the Bank of England Base Rate.
- (iii) Any person other than the Tenant who pays the Rent (or any part of the Rent) shall be deemed to have made payment as the agent for and on behalf of the Tenant and not on his own behalf. The Landlord will be entitled to make this assumption without further enquiry.

3(b) Administration and Other Costs

To pay a fair proportion of the administration costs in setting up this Tenancy as follows:

- (i) A proportion of the reasonable costs (as previously detailed and notified in writing to the Tenant) for the preparation and completion of this Agreement.
- (ii) A proportion of the reasonable costs (as previously detailed and notified in writing to the Tenant) of performing the inventory check at the Property and of the Fixtures and Fittings as detailed in Schedule A to this Agreement at the end of the Tenancy and, if necessary, the reasonable costs of preparing a written report of the damages and defects which are the responsibility of the Tenant under this Agreement.
- (iii) The costs to the Tenant of Her Majesty’s Revenue and Customs stamping this Agreement (if the Agreement requires stamping).
- (iv) Any costs incurred by the Landlord or the Landlord’s Agent if any cheque is dishonoured or any standing order recalled.

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- (v) Any administration costs incurred by the Landlord or Landlord's Agent in sending letters to the Tenant concerning the late payment of Rent.
- (vi) Any bank charges incurred by the Landlord or the Landlord's Agent if a cheque from the Tenant is dishonoured by the Tenant's bank or building society may be deducted from the Deposit if the charges have not previously been paid by the Tenant to the Landlord during the course of the Tenancy.
- (vii) Any administration costs not paid by any assignee if the Landlord agrees to an assignment which are incurred by the Landlord's Agent following the early ending of the Tenancy by the Tenant will be deducted from the Deposit.
- (viii) To pay the reasonable costs of any damage caused by the negligence or misuse of the Property or the Fixtures and Fittings by the Tenant, the Tenant's family or the Tenant's visitors and may be held liable to pay the reasonable costs incurred by the Landlord rectifying any damage or lack of repair.

3(c) Services

- (i) To notify the suppliers of gas water, electricity, other fuel and telephone services to the Property that the Tenancy has started.
- (ii) To apply for the accounts for the provision of those services at the start of the Tenancy to be put into the name of the Tenant and to maintain all these services for the total length of the Tenancy paying all standing charges and all charges for the consumption of these services.
- (iii) To pay for all services to the Property. The gas, electricity, water rates including sewerage and environmental services (if applicable and if not included in the Rent) council tax (or any other property tax) telephone line rental and call charges, television licence fee and satellite or cable fees if installed.
- (iv) Not allow any of these services to be discontinued or disconnected at any time and to pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by anything done or not done by the tenant.
- (v) Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- (vi) Not to change the supplier of these services, or the telephone number at the Property, without formal permission from the Landlord or the Landlord's Agent, such permission not to be unreasonably withheld or delayed. The Tenant will provide the name, address and account number of the supplier to the Landlord or the Landlord's Agent promptly after any transfer has been made.
- (vii) To pay for all charges associated with any change of supplier and the transfer back to the original supplier at the end of or earlier termination of the Tenancy.
- (viii) To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property.
- (ix) To pay promptly all correct accounts for these services at the end of the Tenancy following final readings and billings. This includes the installation of any pre-payment meter.

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3(d) Correspondence

- (i) To forward promptly to the Landlord or the Landlord's Agent any notice or other communication received at the Property relevant to the Property, for example any application for planning permission or a justices licence or notification of proposed works in the local area.
- (ii) To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Landlord's Agent promptly.

3(e) The Manner of Use of the Property

- (i) To use the Property only as a private residence for the occupation of the Tenant and his immediate family.
- (ii) To agree that the Property is let on the condition that they are occupied by no more than four occupiers including children unless those occupiers form a single family group. If the Tenant wishes to have more than four occupiers from more than one family group within the Property the Tenant must gain the Landlord's written consent. If there are more than 4 occupiers not in a single family group residing in the Property without the Landlord's consent then the Landlord will seek a Court Order for possession of the Property as the Landlord may be in breach of his statutory obligations.
- (iii) To use and look after the Property in a proper manner throughout the Tenancy.
- (iv) To agree that any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- (v) To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if applicable, as explained in the Definitions.
- (vi) To protect the Property, and, in particular, to keep the inside of the Property and the Fixtures and Fittings described in Schedule A to this Agreement in same condition throughout the Term of the Tenancy or any extension of it.

To avoid doubt the Tenant will not be responsible for:

(1) Fair wear and tear to the Property (that is to say deterioration caused by reasonable conduct of the Tenant during the Tenancy); or

(2) Any damage caused to the Property by fire and other insured risks where the Landlord has appropriate insurance in place unless due to the negligence or misuse of the Tenant, his family or visitors;

(3) Repairs that are the responsibility of the Landlord.

(vii) Not to compromise or invalidate or do anything which might adversely affect the Landlord's insurance policy or any insurance policy on the Property or to cause the premiums to be increased.

(viii) To replace glass broken by the Tenant, the Tenant's family or guests, promptly with the same quality glass in a proper and workmanlike manner after damage has occurred.

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- (ix) To replace light bulbs and florescent tubes, fuses and batteries that fail during the course of the Tenancy at the Tenant's own expense.
- (x) To notify the Landlord or the Landlord's Agent promptly of any electrical problems with wiring, plugs or appliances.
- (xi) To notify the Landlord or the Landlord's Agents promptly in the event of any loss or damage to the Property by fire, theft, impact, or any other event.
- (xii) To look after the Fixtures and Fittings in or on the Property as shown at Schedule A to this Agreement and to protect them from destruction or damage.
- (xiii) To pay for any repair that may be necessary or the replacement of any article with a matching article of a similar kind and of equal value if the Property or any Fixtures and Fittings are destroyed or damaged during the Tenancy due to the negligence or misuse of the Tenant, his family, visitors or pets. This obligation excludes liability for:
 - (1) fair wear and tear; and
 - (2) any insured risks of the Landlord; or
 - (3) repairs that are the responsibility of the Landlord.
- (xiv) To take all reasonable precautions and to exercise a reasonable degree of diligence to protect the Property, its pipes and any equipment from damage that might be caused by freezing weather, and generally during the winter months of November to March (inclusive) provided the pipes and installations were insulated at the start of the Tenancy.
- (xv) To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family, his visitors or his pets.
- (xvi) To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- (xvii) To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- (xviii) To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated and to wipe down any surfaces affected by condensation to prevent mould growth.
- (xix) To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- (xx) To return to the Landlord at the end of the Tenancy the Property and the Fixtures and Fittings in the same state and condition specified in Schedule A to this Agreement together with any substituted replacement articles.

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- (xxi) To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.
- (xxii) Not to register a company at the address of the Property.
- (xxiii) Not to run a business from the Property.
- (xxiv) Not to use the Property for any illegal purpose.
- (xxv) Not to hold or allow any sale by auction at the Property.
- (xxvi) Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- (xxvii) Not to use the Property or allow others to use the Property in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.
- (xxviii) Not to decorate or make any alterations or additions to or in the Property without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.
- (xxix) Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- (xxx) Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign, flags, placards boards or any other item on or in the Property without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.
- (xxxi) To pay, in relation to those items listed in 3 (e) (xxx) above, all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of the Tenancy Agreement.
- (xxxii) Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use.
- (xxxiii) Not to hang any posters, pictures flags, placards or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.
- (xxxiv) To hang posters, pictures or other items in the Property only using a reasonable number of commercial picture hooks.
- (xxxv) Not to hang or display in or around the Property any clothes or washing of any description except in areas designated for this purpose. The Landlord will ensure an appropriate drying area is available within the Property and notify the tenant accordingly as the drying of wet clothes may cause damage or condensation to the Property.
- (xxxvi) Not to obscure the windows or doors of the Property with any material other than domestic curtains and blinds (depending on the fixings provided).

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- (xxxvii) Not to use open fires in the Property except in fireplaces expressly authorised by the Landlord or the Landlord's Agent as appropriate for this purpose.
- (xxxviii) To promptly report to the Landlord or to the Landlord's Agent any repairs that may be necessary to the Property and for which the Landlord is responsible.
- (xxxix) Not to commit any act which causes wilful or negligent deterioration of the Property and of the Fixtures and Fittings which may include, for example, demolishing part of the Property or placing hot objects on unprotected furniture or cutting down trees.
- (xl) To prevent or stop further damage to the Property and to the Fixtures and Fittings for example, turning off the water supply to the Property at the mains in the event of a burst or leaking pipe, and removing furniture from a room effected by flooding.
- (Xli) To arrange as required to empty any cesspit or septic tank provided at the property and not allow any action to prevent the biological function of any septic tank and to pay the cost of emptying the aforementioned.

3(f) The Garden

- (i) To keep the garden and outside areas of the Property (if any) in good seasonable order throughout the Tenancy.
- (ii) To cut the grass at appropriate regular intervals and keep the borders and paths of the Property weeded.
- (iii) To protect the shrubs, trees and plants growing in the garden of the Property (if any) and, in particular to preserve any plants of particular value listed in Schedule A to this Agreement, including the watering and preservation of any house plants listed in Schedule A to this Agreement.
- (iv) Not to cut down, remove or otherwise injure the shrubs, trees and plants growing in the garden of the Property (if any) except for appropriate pruning and trimming including the regular cutting of hedges to their existing height and shape at the start of the Tenancy.
- (v) To hand back the gardens and grounds of the Property to the Landlord at the end of the Tenancy in the state and condition described in Schedule A to this Agreement, subject to seasonal adjustment.

3(g) Storage

- (i) Not to deposit or store coal or fuel on any part of the Property save and except in the area or receptacle set aside for that purpose and described in Schedule A to this Agreement.
- (ii) Not to keep combustible, inflammable, dangerous or offensive goods, substances or other materials at the Property. Whilst this restriction does not include matches, it does include candles and other naked flames which could create a danger to the safety of the Property and its occupants.

3(h) Insurance

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- (i) Not to compromise or invalidate or do anything which might adversely affect the Landlord's insurance policy or any insurance policy on the Property or to cause the premiums to be increased.
- (ii) To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with this Agreement.
- (iii) To inform the Landlord or his Agent of any loss or damage to the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
- (iv) To provide the Landlord or his Agent with details of any loss or damage, to the Property promptly when that loss or damage comes to the attention of the Tenant.

The Tenant is advised to take out and maintain appropriate insurance on all his own furniture, contents and effects in the Property.

3(i) Absence from the Property

- (i) To formally notify the Landlord or the Landlord's Agent if the Property is to be unoccupied for any period in excess of two weeks so that the Landlord and the Landlord's Agent can consider the insurance, security, and protection issues a period of prolonged absence will raise.
- (ii) To comply with any conditions set out in the Landlord's policy for empty Property, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under this Agreement.
- (iii) As recommended with Legionnaires guidelines and where a property is left vacant for any time (e.g. holidays), make sure that when it is occupied again at the outset both hot and cold water systems are flushed through by running all outlets for at least 2 minutes.

3(j) Cleaning

- (i) To wash, iron and press linen, bedding curtains and net curtains in the Property regularly and at the end of Tenancy.
- (ii) To vacuum and clean all soft furnishings and the Fixtures and Fittings in the Property regularly and at the end of the Tenancy.
- (iii) To clean the inside and outside of the windows of the Property regularly and at the end of the Tenancy, but only in domestic situations where it is reasonable, safe and practical so to do.
- (iv) To clean the Property and the Fixtures and Fittings regularly and to clean or pay for the professional cleaning of the Property and the Fixtures and Fittings to the same standard as detailed in Schedule A at the end of the Tenancy.
- (v) As recommended within Legionnaires guidelines, where showers are fitted or If they are used only occasionally then flush them through by running them for at least two minutes every week. Keep out of the way whilst this is

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being done as far as possible.

Clean the shower head periodically, descale and disinfect. This should be done at least every six months.

3(k) Access and Visits

- (i) To permit the Landlord, any Superior Landlord, the Landlord's Agent or the Superior Landlord's Agent, with or without workmen or professional advisers authorised by the Landlord or the Landlord's Agent to visit, inspect, repair and maintain the Property, to carry out any work required to ensure the Landlord complies with his statutory obligations or to carry out a gas safety check during reasonable hours(except in an emergency) provided the Tenant has been given at least 24 hours written notice in advance of the proposed visit and the Tenant consents to the date and time.
- (ii) To agree that provided the Tenant is given at least 24 hours written notice that if the Landlord or the Landlord's Agent hold keys to the Property then the Landlord or the Landlord's Agent with or without workmen may gain access to the Property using the keys provided that arrangement is acceptable and formally agreed in advance with the Tenant. The Landlord or the Landlord's Agent will, on formal inspections, take generic room by room and external photographs to document the condition of the property. We will also photograph to highlight specific maintenance or any tenant related issues or concerns.
- (iii) To allow during the last 10 weeks of the Tenancy visits to the Property by the Landlord or the Landlord's Agent together with any other persons in connection with the re-letting, sale or refurbishment of the Property at dates and times mutually agreed with the Tenant provided the Tenant has been given at least 24 hours notice in writing.
- (iv) To allow the erection of the Landlord's Agent's board at the Property advertising the Property for sale or Rent during the last 10 weeks of the Tenancy.

3(l) Assignment and Under-letting

- (i) Not to under-let, or charge as security for the payment of a debt or performance of an obligation or part with or share possession or occupation of the Property or any part of the Property, and not to receive paying guests.
- (ii) Not to assign the remainder of the Tenancy without the Landlord's formal written consent, not to be unreasonably withheld. Any proposed assignee will have to submit to the usual credit and financial checks, references and interview prior to an assignment. All the proper costs of the assignment to be paid by the Tenant or the assignee as agreed between them.

3(m) Security

- (i) Not to leave the Property unoccupied at any time without first securing all windows and doors using all locks and bolts available and setting any burglar alarm fitted to the Property.
- (ii) Not to alter, change or install additional locks or bolts on any doors and windows in and about the Property or have any additional keys made for existing locks except in an emergency without the formal written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld or delayed.
- (iii) To provide and send to the Landlord or the Landlord's Agent a list stating the number of sets of keys in existence

Initials

which will be retained with this Agreement.

- (iv) To hand back all additional keys together with all original keys and any security devices to the Property at no cost to the Landlord.
- (v) To notify the Landlord or the Landlord's Agent immediately, if any keys or other security devices belonging to the Property are lost and to pay to the Landlord the reasonable costs in replacing the locks or other security devices involved within a reasonable time of receiving a written request for payment.
- (vi) To set the burglar alarm at the Property (if any) when the Property is vacant and at night.
- (vii) To notify the Landlord or the Landlord's Agent of any new code immediately and to confirm that notification in writing immediately.
- (viii) To pay for any call out charge for the burglar alarm if any of the charge is incurred due to the misuse or negligence of the Tenant, his family or visitors.

3(n) Nuisance and Noise

- (i) Not to cause a nuisance or annoyance to occupiers of adjoining properties.
- (ii) Not to use or play any electrical equipment or musical instrument or practice singing at the Property in a manner which causes annoyance to occupiers of adjoining properties.
- (iii) Not to create any excessive noise clearly audible outside the Property, in particular between 11p.m. and 9a.m (inclusive).

3(o) Animals

Not to keep animals at the Property. The Tenant may apply to the Landlord for a relaxation of this clause and the Landlord will give consent if he believes it reasonable to do so and may apply reasonable conditions.

3(p) Alterations and Decoration

- (i) Not to make any alterations or additions to the Property either internally or externally or erect any new building or structure and not to damage or allow others to damage any walls or timbers in the Property.
- (ii) Not to cause any damage to the decorations and to any internal or external surface of the Property.
- (iii) Not to decorate the Property without the prior written consent of the Landlord which will not be unreasonably withheld.

3(q) Car Parking

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- (i) To park private vehicle(s) only at the Property.
- (ii) To park in the space allocated to the Property, if one forms part of the Tenancy.
- (iii) To park in the garage or the driveway to the Property if applicable.
- (iv) To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- (v) To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- (vi) Not to park any vehicle at the Property which is not in road worthy condition and fully taxed.

3(r) Refuse

- (i) To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy.
- (ii) To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- (iii) To dispose of all refuse through the services provided by the local authority.

3(s) Energy Performance Certificate ("EPC")

- (i) To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

3(t) The Check Out and End of the Tenancy

- (i) To clean or pay for the professional cleaning of the Property and the Fixtures and Fittings together with any blankets, curtains, carpets, linen and other items to the same standard as detailed in Schedule A.
- (ii) To return all keys, fobs and other security devices including any additional or duplicate keys cut during the Tenancy to the Landlord or the Landlord's Agent promptly on the last day or earlier termination of the Tenancy.
- (iii) To replace all items shown in the Inventory and Schedule of Condition shown at Schedule A in their original positions at the start of the Tenancy.
- (iv) To remove all the Tenant's belongings, food-stuffs, furniture and furnishings, personal effects and equipment from the Property on or prior to the last day of the Tenancy.
- (v) To remove all the Tenant's rubbish and refuse and place it in the receptacles provided or make the necessary arrangements at the Tenant's expense to have them removed promptly.
- (vi) To pay or compensate the Landlord for all reasonable removal and/or storage charges, when small items are left in

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the Property which can be easily moved and stored; and the Landlord removes them and stores them for a maximum of fourteen days at the Tenant's expense. The goods will be deemed to have been abandoned after fourteen days the goods may be disposed of provided the Landlord or the Landlord's Agent has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. The Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

- (vii) To remain liable for Rent calculated on a daily basis and other monies under this Agreement when bulky furniture, or an amount of other unwieldy or heavy discarded items belonging to the Tenant is left in the Property which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant by the method specified in clause 3(t)(vii) above.
- (viii) To provide a forwarding address to the Landlord or the Landlord's Agent either prior to or at the end of the Tenancy to aid communication between the parties including the return of the Deposit.

4. Clauses that relate to leasehold property only

Where the Property is subject to a Superior Lease to a Superior Landlord and the Landlord has undertaken to perform the covenants and conditions and provisions and agreements set out in the Superior Lease (excluding any payment of ground rent, Rent, or service charge) then the Tenant will comply with the following:

- (i) To perform the covenants and conditions and provisions and agreements set out in full in Schedule B to this Agreement or to follow as soon as the Superior Lease is available.
- (ii) To accept that the covenants and conditions and provisions and agreements set out in Schedule B to this Agreement may be worded in legal language and that the Tenant has been advised to consider them carefully and if necessary to seek their own advice, for example from a solicitor or a Citizens Advice Bureau or a Law Centre.
- (iii) Not do or permit anything to be done which under the terms of the Superior Lease requires the approval of the Superior Landlord without obtaining such approval as well as the approval of the Landlord under this Agreement.
- (iv) To refer any application for such approval in the first instance to the Landlord under this Agreement or the Landlord's Agent.
- (v) To pay any reasonable costs of the Landlord in considering such an application under clause 4(iv) above whether the application is granted, refused or withdrawn.
- (vi) To inform the Landlord promptly of any damage destruction or need for repair to prevent deterioration of the Property or the building of which it forms part as soon as it comes to the attention of the Tenant to enable the Landlord or the Landlord's Agent to inform the Superior Landlord or the Superior Landlord's agent.

In addition to the Tenant's contractual liabilities under this Agreement, in the event of a failure by the Tenant to comply with any of the provisions set out in this Agreement relating to the protection of the Property during the Tenancy, the Tenant may be held responsible for any damage or destruction to the Property caused by the Tenant's negligence, and the Landlord may pursue such a claim by legal action.

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5. Individually Negotiated Clauses

In addition to or instead of the standard clauses listed above, the following have been individually negotiated between the Landlord and the Tenant as part of this Tenancy Agreement.

- In relation to clause 2(e), examples of additional costs which may be deducted from the Deposit are as follows:-
 - o Deposit Registration and Check Out fee, cost of forwarding post, any renewal fee, any administration fee and any interest payable due to late payment.
- In relation to Clause 3 (e)(xv) the Tenant also promises the Landlord to pay for a flea treatment and for the eradication of any infestation caused by any pets owned by the Tenant or visitors of the Property.
- In relation to Clause 3(t) 2, if cleaning is not undertaken by a paid professional, the Tenant undertakes to ensure that the cleaning is still done to a professional standard.
- In relation to Clause 3(b) Administration and Other Charges, the following is a list of charges which may become due under the Tenancy, payable by the Tenant, during the course of the Tenancy;
 - o Pay a charge of £24 for any payment presented to the bank of the Landlord or his Agent, which is refused or represented by the bank for any reason. This fee will be payable for each presentation which fails.
 - o Any call out charges raised by contractors, where appointments have been agreed with but not kept by the Tenant.
 - o A surcharge of £50 will be levied where the Tenant pays rent late or by any other method (including cash) than by Bankers Standing Order. This charge will be used to meet the Landlord or Landlord's Agents additional administrative costs.
 - o In the event that the Tenancy is renewed, a charge of £60 or proportion thereof will be payable to Bassets in the form of an administrative charge.
 - o In the event that the Tenant does not arrange for all post to be forwarded to their new address for a minimum of three months, then the Agent will levy an administrative charge of £60 against the Deposit (before releasing it). This will represent the work involved in forwarding on the post to the Post Office.
 - o The Tenant will pay for the entire invoice and costs of any contractors that the Tenant arranges without having previously obtained the Landlord or the Landlord's Agents authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
 - o Pay the reasonable costs of the Landlord's Agent for each letter from the Agent acting reasonably as to send to the Tenant concerning breaches of the Tenancy.
- In relation to Clause 3(e) The Manner of Use of the Property, the Tenant agrees;
 - o Not to alter the operation of or disable the smoke or carbon monoxide alarms.
 - o To be responsible for the maintenance of the burglar alarm, light fittings, smoke and carbon monoxide alarms, including regularly checking all alarms and replacing batteries as required.

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- o Not to block ventilators provided in the Property and keep the Property at all times sufficiently well aired and warmed to avoid build up of condensation and prevent mildew growth and to protect it from frost.
- o To report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- o Not to use any gas appliance that has been declared unsafe by a gas safety registered engineer, or disconnect it from the supply.
- o Not to keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- o To be responsible for ensuring that any television use is correctly and continually licensed.
- o Not to keep motor cycles, cycles or other similar machinery inside the Property, except in any defined outside area or garage.
- o To pay for any sterilisation or cleansing of the Property (together with any reasonable costs of re-decoration or replacement) made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a notifiable disease having been in the Property during the term.
- o Not to keep any vehicle without a valid road fund licence, commercial vehicle, boat, caravan, trailer or shed on the Property.
- o Not to have children living in the Property without the Landlord's consent, which will not be unreasonably withheld.
- o Not to smoke in the Property, or permit any visitor or guest smoking in the Property.
- o Not to cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion charge a reasonable cost payable on demand, on the Tenant for so doing.
- o Not to use or allow the Property to be used for any illegal or immoral purpose, N.B. the authorised taking of or possession of controlled drugs is considered to be illegal for the purpose of this Clause.
- o To properly notify the Landlord or the Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Clauses Act 1973 or The Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- o To notify the Landlord or the Landlord's Agent promptly of any wet rot, dry rot or infestation by wood boring or other insects.
- o To pay any excess on the Landlord's insurance if the claim results from negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends and where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- o To keep the Property including all the Landlord's machinery and equipment clean and tidy and in good and

Tenantable condition, repair and decorative order (reasonable wear and tear, items which the Landlord is responsible to maintain and damage to which the Landlord has agreed to insure, excepted).

- o To undertake promptly any repairs for which the Tenant is liable following any notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after the correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- In relation to other clauses stated within this Agreement, the following are agreed between the Tenant and the Landlord:
 - o The Tenant agrees to cleanse the air within the Property of any lingering smells created by the Tenant, his family, visitors, or pets (e.g. due to the burning of incense/candles, cooking of food, keeping of pets) at the end of the Tenancy.
 - o In relation to Clause 3 (i), the Tenant agrees to have all soft furnishings (carpets and curtains included) professionally cleaned, with appropriate receipts provided at the end of the Tenancy.
 - o The Tenant agrees not to permit any visitors to stay for a period of more than three weeks within any three month period.
 - o In relation to Clause 8(a), the Tenant agrees to promptly forward any correspondence addressed to the Landlord and any other notices, orders or direct actions affecting the Landlord to the address in Clause 8(a).
 - o The Tenant agrees to check any Inventory and Schedule of Condition (see Schedule A) and report any errors/deficiencies to the Landlord or his Agent at the address stated in Clause 8(a), returning a copy with any annotations/corrections as necessary within 14 days of receipt.
 - o If the Deposit is provided by a third party in the form of a promissory note (eg from a local District Council, MOD or company), then any negotiations regarding its return will be between the Agent and the third party only.
 - o The Tenant and Landlord agree that any rent arrears or interest due to the late payment of rent to the Landlord together with any outstanding fees due to the Landlord's Agent at the end of the Tenancy may be deducted from the Deposit.
 - o During any fixed term of the Tenancy, the Tenant agrees to provide the Landlord or his Agent with at least one month's written notice prior to the end of the Tenancy.
 - o Once any fixed term has expired, the Tenant agrees to give the Landlord no less than one month's written notice of the Tenant's intention to vacate the Property, the date of which is to coincide with the day of the month on which the Tenancy commenced.
- Tenants must follow these simple guidelines to reduce the risk of Legionnaires.

Inform the landlord/letting agent if they believe the hot water temperature is below 50°C or the hot water tank/boiler is defective in any way. Not adjust the temperature of the hot water. Advise landlord/letting agent if they believe the cold water temperature is above 20°C. Flush through little used outlets for 2 minutes at least once a week. Clean, disinfect and descale shower heads at least once every 6 months. Notify the landlord/letting agent if they notice any debris or discolouration in the hot or cold water

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- If any works need to be commissioned by Bassets Lettings or the landlord following the checkout inspection, which are deemed to be the responsibility of the tenant (as detailed in this agreement) then an Administration of charge of up to £60 may be charged to arrange such works. This fee would be deductible from the deposit.

Distance Selling Contract

If this contract is a “distance selling contract” as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Tenant and/or Guarantor, the 7 day “cooling off” period will cease immediately the provision of the service commences, in accordance with regulation 8(3) of the above regulations. This means that both Tenant and Guarantor are committed to this Agreement once the Tenant takes on the Property.

6. Ending the Tenancy

6(a) The Landlord's Power to Terminate the Agreement

If the Tenant:

- (i) is at least 14 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded by the Landlord; or
- (ii) has broken any term of this Agreement; or
- (iii) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);

then subject to any statutory provisions (for example, the Protection from Eviction Act 1977 and the Housing Act 1988 (as amended)), the Landlord may recover possession of the Property and the Tenancy will come to an end provided that the Landlord obtains an Order for possession from the County Court and the bailiff evicts the Tenant.

Any other rights or remedies the Landlord may have will remain in force.

- (1) **If unsure of your rights and the applicable statutory provisions, you should seek advice, for example from a solicitor, a Citizens Advice Bureau or a Law Centre.**
- (2) **At the date of the Agreement, if anyone is living at the Property or if the Tenancy is an Assured or an Assured Shorthold Tenancy then the Landlord must obtain a court order for possession before re-entering the Property.**

7. The Landlord Obligations

7(a) The Landlord agrees with the Tenant as follows:

- (i) That the Tenant may hold and enjoy the Property during the Tenancy without any unlawful interference by the Landlord or any person acting on his behalf and that any alleged breaches of the Agreement will be resolved through the courts if necessary.
- (ii) To return to the Tenant the whole or a proportion of the Rent payable and paid in advance for any period while the

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whole or any part of the Property is rendered uninhabitable or inaccessible by means of fire or any other risk insured by the Landlord unless due to the act, default misuse, or negligence of the Tenant his family or a visitor to the Tenant or the insurer pays to re-house the Tenant.

- (iii) If the Property remains uninhabitable after one month except in case of the negligence or misuse of the Tenant either party may terminate the Tenancy Agreement with immediate effect by serving written notice on the other party.
- (iv) If the Landlord holds the Property under a Superior Lease to pay ground rent, and service charges demanded under the Superior Lease and to observe and perform the terms and conditions of the Superior Lease other than those passed on to the Tenant under this Agreement and as specified in Schedule B to this Agreement.
- (v) To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
- (vi) To pay all charges imposed by any Superior Landlord for granting this Tenancy.
- (vii) To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease and to pay all charges imposed by any Superior Landlord for granting this Tenancy.
- (viii) To insure the Property and the Fixtures and Fittings against all normal risks with a reputable insurance company and to maintain the cover at all times during the Tenancy and to provide details to the Tenant of any insurance policy which replaces that described above.
- (ix) To keep in repair and proper working order:
 - i. The structure and exterior of the Property including drains, gutters and down pipes;
 - ii. All basins, sinks, baths and other sanitary installations in the Property;
 - iii. All installations for heating water and space heating in the Property;
 - iv. Certain installations for the supply of water, gas and electricityand to carry out repairs within a reasonable time of being notified by the Tenant.
- (x) To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in the Tenancy Agreement.
- (xi) To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.

7(b) Ownership and Consents

- (i) To confirm that the Landlord listed in this Agreement is the owner of the leasehold or freehold interest in the Property.
- (ii) To confirm that all consents necessary to let the Property to the Tenant have been obtained from any Superior Landlord, mortgagees, insurance companies and others.

7(c) Safety Regulations

- (i) All gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record will be given to the Tenant at the start of the Tenancy and annually thereafter.

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- (ii) All the Fixtures and Fittings, furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- (iii) All electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- (iv) Any electrician carrying out electrical work at the Property is a member of an approved scheme.

7(d) Other Taxes and Charges

- (i) To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.
- (ii) To pay towards the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.

7(e) Possessions and Refuse

To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

8. Obligations Agreed Between the Two Parties

It is agreed between the Landlord and Tenant as follows:

8(a) Service of Notice

- (i) Any notice served by the Tenant shall be deemed served on the Landlord at the following address using normal hand delivery when the notice will if served before 5pm be deemed served on the next working day or by first class post when the notice will be deemed served two working days later. A working day does not include a Saturday, Sunday or Bank Holiday.

In accordance with section 48 of the Landlord and Tenant Act 1987 the Landlord's address for the serving of notices upon the Landlord in England and Wales is

Landlord Agent	Bassets Sales & Lettings
	27 Castle Street
	Salisbury
	Wiltshire
	SP1 1TT

- (ii) Any notice served by the Landlord or the Landlord's Agent on behalf of the Landlord shall be deemed served on the Tenant at the Property address or the last known address of the Tenant using normal hand delivery when the notice will if served before 5pm be deemed served on the next working day or by first class post when the notice will be deemed served two working days later. A working day does not include a Saturday, Sunday or Bank Holiday.

8(b) General Data Protection Regulation 2016 (GDPR)

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It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent during the tenancy; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, or any other legally interested third party.

8(c) Jurisdiction

The jurisdiction of the courts in England and Wales apply to this Agreement.

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Special Conditions

The landlord has given the tenant permission to keep no more than one dog in the property for the duration of the tenancy. This is on the understanding that the tenant will have the carpets professionally cleaned, by a carpet cleaning company and to include a pet treatment, at the end of the tenancy. In addition, any damage that can be directly attributed to having a dog in the property, either internally or externally, will be the tenants responsibility to rectify and failure to do so may result in deductions being made from the deposit. The additional pet deposit of £250 will be held for an additional six weeks after the rest of the deposit has been returned to ensure that the house is free from any flea infestation or similar issue related to having a dog in the property.

The tenants are reminded that the property is a strictly non-smoking property. If they or their visitors do smoke then they should do so outside the property with all doors and windows shut to prevent any smoke from entering the property. They should also provide a suitable receptacle outside for used cigarette butts which is emptied on a regular basis. Any repairs or clearing required as a result of the tenants or their visitors smoking at the property may result in deductions being made from the deposit.

Schedule A
Inventory and Schedule of Condition

A copy is either attached to this Agreement or will be sent to the Tenant as soon as it is available.

Schedule B
Tenant's Obligations under a Superior Lease

A copy is either attached to this Agreement or will be sent to the Tenant as soon as it is available.

9. THE SIGNING OF THE DOCUMENTS

It is usual to sign two separate copies of this Agreement. The copies of the Agreement are then dated and exchanged.

The copy known as the "original" is signed by the Landlord and handed to the Tenant.

The copy known as the "counterpart" is signed by the Tenant and handed to the Landlord.

All signatures are to be witnessed by an independent party.

SIGNED by the Landlord or an authorised person of Bassets Sales & Lettings as agent for the Landlord	SIGNED by Witness
Sign: <input type="text" value="Agent or Landlord Sign Here"/>	Sign: <input type="text" value="Witness Sign Here"/>
<input type="text" value="Agent or Landlord Name Here"/>	<input type="text" value="Witness Name Here"/>
Date: _____ / _____ / _____	<input type="text" value="Witness Address Here"/>
	Date: _____ / _____ / _____

SIGNED A Tenant (The Tenant)	SIGNED by a Witness
<input type="text" value="A Tenant Sign Here"/>	Sign: <input type="text" value="Witness Sign Here"/>
Date: _____ / _____ / _____	<input type="text" value="Witness Name Here"/>
	<input type="text" value="Witness Address Here"/>
	Date: _____ / _____ / _____

SIGNED by

SIGNED by Witness

Sign:

Guarantor Sign Here

Sign:

Witness Sign Here

Date:

____ / ____ / ____

Witness Name Here

Witness Address Here

Date:

____ / ____ / ____

Section A: Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (a Relevant Person) within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited

1 The Progression Centre
42 Mark Road
Hemel Hempstead
HP2 7DW

Phone 0300 037 1000
Email deposits@tenancydepositscheme.com
Web www.tenancydepositscheme.com

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tds.gb.com.

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tenancydepositscheme.com.

(i) THE DEPOSIT

The amount of the deposit paid is

£1,125.00

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES

1 The House, On a road, In a town, SP1 1TT

(iii) DETAILS OF THE LANDLORD(S)

Name(s)

Mr Landlord

Address

House Number, Street Name, Town Name, XX99 9XX

E mail address

lettings@bassets.co.uk

Telephone number

01722 820580

Fax number

(iv) DETAILS OF THE TENANT(S)

Name(s)

Mr A Tenant

Address

House Number, Street Name, Town Name, County Name, SP1 1TT

E mail address

lettings@bassets.co.uk

Telephone number

Fax number

Contact details for the tenant(s) to be used at the end of the tenancy

Name(s)

Mr A Tenant

Address

E mail address

lettings@bassets.co.uk

Telephone number

Fax number

Please provide the details requested in **(iv) for each tenant** (there is a continuation sheet for this purpose).

The agent may insert their details here instead of the landlord's

(v) RELEVANT PERSON'S CONTACT DETAILS

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

(vi) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause(s)1 to 8 and the special condition of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

(vii) CONFIRMATION

The landlord certifies and confirms that:

- a) the information provided is accurate to the best of my/our knowledge and belief and
- b) I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by or on behalf of the landlord

The tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the tenant(s)

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)

Tick one of the following:

- The information below relates to a Tenant
- The information below relates to a Relevant Person

First line of address of the property to which the tenancy relates

1 The House, On a road, In a town, SP1 1TT

(iv) CONTACT DETAILS

Name(s)

Mr A Tenant

Address

House Number, Street Name, Town Name, County Name, SP1 1TT

E mail address

lettings@bassets.co.uk

Telephone number

Fax number

Details of the Tenant(s) contact details to be used at the end of the tenancy

(This section only needs to be completed for a tenant, not a relevant person)

Name

Mr A Tenant

Address

E mail address

Tick if the same as shown above

Mobile Number

Tick if the same as shown above

Fax Number

Tick if the same as shown above

Please provide the details requested for each tenant and each relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.

HOW TO...

RENT

The checklist for
renting in England



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This information is frequently updated.

Search on GOV.UK for **How to Rent** to ensure you have the latest version.

Landlords cannot use the section 21 (no fault) eviction procedure unless an up-to-date version of this guide has been provided to the tenant.

The online version contains links you can click on to get more information.

If you do not have internet access, ask your local library to help.

Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights but also some responsibilities.

This guide will help you to understand what questions to ask, what your rights are, and what responsibilities you have.

This will help you create a positive relationship with your landlord, but will also tell you how to get help if things go wrong.

Take your time to read documents and contracts carefully. When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

You shouldn't feel forced into a decision and it is important to understand the terms and conditions of any contract you are entering into.

Your landlord **must** provide you with a copy of this booklet, so **use the checklist and keep it safe** to protect yourself from problems at every stage.

Who is this guide for?



This guide is for people who are about to rent a house or flat on an [assured shorthold tenancy](#). Most of it will equally apply if you are in a shared property but in certain cases [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) (people who live with their landlord) or people with [licences](#) – nor tenants where the property is not their main or only home.

Links



This guide is best viewed online as it contains hyperlinks.

If you are reading this on a computer or tablet, you can click on the links to go to other websites with more detailed information.

They are coloured and underlined [like this](#).

On Android or Windows devices, links work better if you download Acrobat Reader from get.adobe.com/uk/reader.

CONTRACT

Before you start

Renting from a landlord or a letting agent?

- How long do you want the tenancy for?**
 You can ask for a tenancy to be any length between six months and seven years. This has to be agreed with the landlord.
- What can you afford?** Think about how much rent [you can afford to pay](#): 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- If you are entitled to Housing Benefit or Universal Credit** you may get help with all or part of your rent. If you are renting from a private landlord you will receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this advice about [managing rent payments on Universal Credit](#).
- Which area you would like to live in and how you are going to look for a rented home?** The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- Do you have the right to rent property in the UK?** Landlords must check that all people aged over 18 living in their property as their only or main home have the right to rent. They will need to make copies of [your documents](#) and return your original documents to you.
- Will you need a rent guarantee?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, ask [Shelter](#) for help.

Ways to rent a property

Direct from the landlord	Through a letting agent
<ul style="list-style-type: none"> <input type="checkbox"/> Look for landlords who belong to an accreditation scheme. Your local authority can advise you about accreditation schemes operating in your area. The National Landlords Association (NLA), the Residential Landlords Association (RLA) and the Guild of Residential Landlords run national schemes. 	<ul style="list-style-type: none"> <input type="checkbox"/> Find out what fees (and costs) you will be charged and when you need to pay them. By law, a breakdown of all fees should be clearly visible to you in the agent's office and on their website. The Government has committed to banning letting fees to tenants but this has not yet come into force. You should discuss the letting fees with your agent if you think that they are too high. <input type="checkbox"/> What independent redress scheme is the agent a member of? Are they a member of a client money protection scheme? By law, this information should also be clearly visible to you. <input type="checkbox"/> Reputable agents are often accredited through a professional body like ARLA Propertymark, NALS, RICS or UKALA. Look for the SAFEagent sign too. <input type="checkbox"/> Landlords and property agents cannot unlawfully discriminate against a tenant or prospective tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.



Watch out for scams!

Be clear who you are handing money over to, and why.

Looking for your new home

Things to check

- Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it.

You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local authority for advice.

Alternative products such as deposit replacement insurance also exist, but you need to fully understand the cover they provide before signing up. For example you will still be responsible for paying for any damage to the property at the end of the tenancy.
- Length of the tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, you can ask for a longer fixed period.
- Children, smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these. Advice on paying bills is available [here](#).
- Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- Smoke alarms – and carbon monoxide detectors** if you have solid fuel appliances. Check these are provided. If not, your landlord must install them. They could save your life.
- Safety.** Check that the property is safe to live in. Use the 'How to Rent a Safe Home' guide to help you identify possible hazards.
- If the building becomes unfit to live in.** Check that the tenancy agreement excuses you from paying rent should the building become unfit to live in because of, for example, a fire or flood.

Check who your landlord is

- **They could be [subletting](#)** – renting you a property that they are renting from someone else. If they are subletting, check that the property owner has consented.

Find out who you should speak to if any repairs need doing.
- **Ask whether the property is [mortgaged](#).**

Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.

Houses in Multiple Occupation (HMOs)

HMOs are usually properties in which **unrelated people share facilities** such as the kitchen or bathroom.

Some HMOs must be [licensed](#). Check that your landlord has the correct licence. Landlords of licensed HMOs / houses **must by law** give tenants a statement of the terms on which they live in the property.



When you've found a place

Check the paperwork

- Tenancy Agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities. The landlord or agent usually provides one but you can request to use a different version. The government has published a [model tenancy agreement](#) that can be used.

If you have any concerns about the agreement, seek [advice](#) before you sign.
- Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you **take photos**. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy.
- Meter Readings.** Remember to take meter readings when you move in. This will help make sure you don't pay for the previous tenant's bills.
- Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- Code of practice.** Check whether whoever is managing the property is following a [code of practice](#).

The landlord must provide you with:

- **A copy of this guide** *How to rent: The checklist for renting in England* either as a hard copy or, if you agree, via email as a PDF attachment.
- **A gas safety certificate.** The landlord must provide one at the start of the tenancy and within 28 days of each annual gas safety check, if there is a gas installation.
- **Deposit paperwork.** If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you with prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- **The Energy Performance Certificate.** This will affect your energy bills and the landlord must provide one (except for Houses in Multiple Occupation). Properties let on tenancies entered into after 1 April 2018 must have an [EPC rating of at least 'E'](#) (unless a valid exemption applies).

If your tenancy started or was renewed after 1 October 2015 your landlord cannot evict you with a Section 21 notice (no fault eviction) if they have not provided you with these documents. You can still be [evicted](#) with a Section 8 notice if you break the terms of your tenancy.

The landlord should also provide you with:

- **A record of any [electrical inspections](#).** All appliances must be safe and checks every 5 years are recommended.
- **Evidence that smoke alarms and any carbon monoxide alarms** are in working order at the start of the tenancy. Tenants should then regularly check they are working.

Living in your rented home

The tenant must...

- Pay the rent on time.** If you don't, you could lose your home because you have broken your tenancy agreement. If you have problems, [GOV.UK](#) has links to further advice. Check out these [practical steps for paying your rent on time](#).
- Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- Be considerate to the neighbours.** You could be evicted for anti-social behaviour if you aren't.
- Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

And also you, the tenant, should...

- Make sure you know how** to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test** your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs** to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not [report it](#).
- And don't forget to [register to vote](#).**

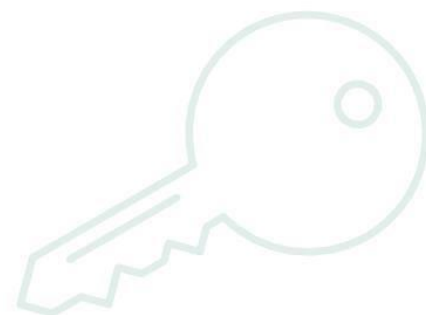


The landlord must...

- Maintain the structure** and exterior of the property.
- Fit [smoke alarms](#)** on every floor and [carbon monoxide alarms](#) in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- Deal with any problems** with the water, electricity and gas supply
- Maintain** any appliances and furniture they have supplied.
- Carry out most [repairs](#).** If something is not working, [report it](#) to your landlord or agent as soon as you can.
- Arrange an annual [gas safety check](#)** by a Gas Safe engineer (where there are any gas appliances).
- Give at least 24 hours notice of visits** for things like repairs – the landlord cannot walk in whenever they like.
- Get a licence for the property** if it is a [licensable property](#).
- Ensure the property** is at [a minimum of EPC energy efficiency band E](#) (unless a valid exemption applies).

And also the landlord should...

- Insure the building** to cover the costs of any damage from flood or fire.



At the end of the fixed period

If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

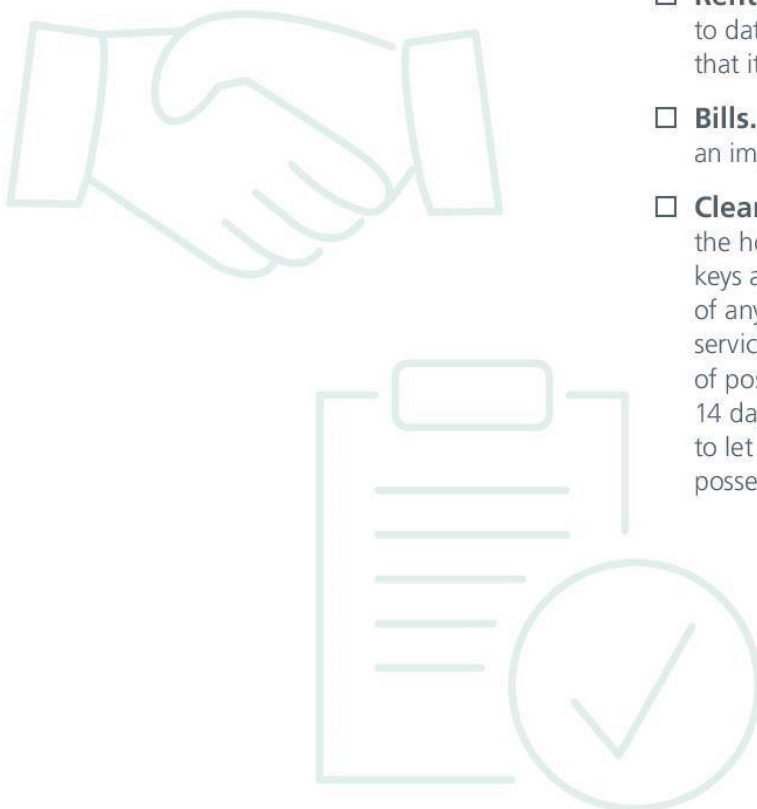
- ❑ **Do you want to sign up to a new fixed term?** There may be costs for this, particularly if you rent through an agent. If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.
- ❑ **Your landlord might want to increase your rent.** Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

If you or the landlord want to end the tenancy

There are things that both landlords and tenants must do at the end of the tenancy:

- ❑ **Giving notice.** It is a legal requirement for landlords to give you [proper notice](#) if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given at least two months' notice.

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical.
- ❑ **Return of deposit.** Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a 'check-out inventory'). If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).
- ❑ **Rent.** Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.
- ❑ **Bills.** Do not leave bills unpaid. This might have an impact on your references and credit rating.
- ❑ **Clear up.** Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. Dispose of any unwanted furniture via a local collection service. The landlord is usually entitled to dispose of possessions left in the property after, typically, 14 days. The landlord must let you know, or try to let you know, that they intend to dispose of possessions you leave behind.



If things go wrong

There are often legal protections in place for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- ❑ **If you have a complaint about a letting agent's service** and they don't resolve your complaint, you can complain to an [independent redress scheme](#). Letting agents must be a member of a government approved redress scheme.
- ❑ **If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact your local housing authority, [Citizens Advice](#) or [Shelter](#) as soon as possible. Check out these [practical steps for managing your rent payments](#).
- ❑ **If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards.
- ❑ **If you have a serious complaint** about the property and your local authority has sent a notice to the landlord telling them to make repairs, your landlord [cannot evict you](#) with a Section 21 notice (no fault eviction) for six months after the council's notice. You can still be [evicted](#) with a Section 8 notice if you break the terms of your tenancy.
- ❑ **Failure to comply with a statutory notice is an offence**, local authorities may prosecute or fine the landlord up to £30,000.
- ❑ **Local authorities have powers to apply for [banning orders](#)** which prevent landlords or property agents letting out property if they are convicted of certain offences, including failure to comply with a formal notice issued by the local authority requiring safety improvements and making illegal evictions. If a landlord or property agent receives a banning order, they will be added to the [database of rogue landlords and property agents](#). Landlords or agents may also be added to the database if they are convicted of a banning order offence or receive two or more [civil penalties](#) within a 12 month period.
- ❑ **Unannounced visits and harassment** from your landlord – contact your [local authority](#), or if more urgent dial 999.
- ❑ **If you are being [forced out illegally](#)**, [contact the police](#) and your [local authority](#). If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#) – you can only be legally removed from the property with a court order.



If you live with your partner and you separate, you may have [the right to carry on living in your home](#).

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#) straight away.

Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice.

Local authorities have legal duties to help people who are threatened with homelessness within 56 days or are actually homeless.

The local authority should not wait until you are evicted before taking action to help you.

If you are reading a print version of this guide and need more information on the links, please [contact us](#).

Further sources of information

Tenancy deposit protection schemes

Your landlord must put your deposit in a government-backed tenancy deposit scheme.

- [Deposit Protection Service](#)
- [MyDeposits](#)
- [Tenancy Deposit Scheme](#)

Letting agent redress schemes

Every letting agent must belong to a government-approved redress scheme.

- [The Property Ombudsman](#)
- [Ombudsman Services Property \(until 6 August 2018\)](#)
- [Property Redress Scheme](#)

Also in this series

- The Government's **'How to Rent a Safe Home' guide** helps current and prospective tenants ensure that a rented property is safe to live in.
- The Government's **'How to Let' guide** provides information for landlords and property agents about their rights and responsibilities when letting out property.
- The Government's **'How to Lease' guide** helps current and prospective leaseholders understand their rights and responsibilities.

Help and advice

- [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities.
- [Shelter](#) – housing and homelessness charity who offer advice and support.
- [Crisis](#) – advice and support for people who are homeless or facing homelessness.
- [Your Local Housing Authority](#) – to make a complaint about your landlord or agent, or about the condition of your property.
- [Money Advice Service](#) – free and impartial money advice.
- [The Law Society](#) – to find a lawyer.
- [Gas Safe Register](#) – for help and advice on gas safety issues.
- [Electrical Safety First](#) – for help and advice on electrical safety issues.
- [Marks Out Of Tenancy](#) – information for current and prospective tenants.

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What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants

TDS Scheme Leaflet. 6th Edition, Revised April 2018
Rebranded 2017 © TDS



What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants

What is TDS?

The Dispute Service Ltd operates two tenancy deposit protection schemes, authorised by the government: Insured and Custodial. This leaflet deals with the Insured scheme only. There is a separate leaflet for TDS Custodial.

TDS has two main roles:

- To protect deposits;
- To help resolve disputes about deposits.

What is tenancy deposit protection?

Tenancy deposit protection applies to all deposits for assured shorthold tenancies that started in England or Wales on or after 6 April 2007. By law, a landlord or agent who receives a deposit for such a tenancy must protect the deposit.

Most residential tenancies in the private rented sector are assured shorthold tenancies, with some exceptions. For example, a tenancy cannot be an assured shorthold tenancy if:

- the tenant is a company;
- the rent is more than £100,000 a year;
- the tenancy is for a holiday let; or
- a university or college rents the accommodation to its students.

What does tenancy deposit protection mean?

Protecting a tenant's deposit with a government-authorised scheme such as TDS;
Providing the tenant with prescribed information about where their deposit is being protected and how it will be managed.

Tenancy deposit protection schemes can be one of two kinds:

Custodial – this is where the scheme itself holds the deposit during the tenancy.

Insurance backed – this is where the landlord or agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that the tenants will always get the money back to which they are entitled.

Each tenancy deposit scheme has its own rules setting out in detail how it operates.

The TDS Rules are available from the TDS website and on request.

What are the legal requirements?

These are contained in sections 212 to 215 of, and Schedule 10 to, the Housing Act 2004 (as amended).

Tenancy deposit protection applies to money received by a landlord or agent that is meant to be held as security in case a tenant does not comply with their obligations.

The landlord or agent must comply with the initial requirements of an authorised tenancy deposit protection scheme **within 30 days of receiving the deposit**.

To protect a deposit with TDS, the landlord or agent needs to:

- belong to the scheme;
- register the deposit on the TDS tenancy database;
- pay a membership subscription or deposit protection charge.

A TDS Member (landlord or agent) must also give the tenant 'prescribed information'. The information is set out in the Housing (Tenancy Deposits (Prescribed Information) Order 2007. It must also be given to anyone who paid the deposit on the tenant's behalf.

The prescribed information includes:

- the contact details of the landlord and tenant
- the rented property's address
- the deposit amount
- this leaflet.

The landlord or agent must also specify which tenancy agreement clauses say how the deposit can be used.

Tenants must be given the opportunity to:

- check any document the landlord provides containing prescribed information; and
- sign it to confirm the information is accurate.

What if the landlord or agent does not comply?

A landlord or agent should protect the deposit in an authorised scheme and provide the tenant (and any sponsor) with the prescribed information within 30 days of receiving the deposit.

If they don't do so, then the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to protect the deposit or repay it to the tenant. The court can also order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

A landlord who has not correctly protected a deposit cannot serve a notice to end the tenancy and regain possession of it under section 21 of the Housing Act 1988. The landlord can only serve such a 'section 21 notice' after the deposit has been repaid or after any court case about the deposit has ended.

A landlord who has not given the tenant prescribed information within 30 days must not issue a section 21 notice until the prescribed information has been given. If this takes place more than 30 days after the landlord or agent received the deposit, the tenant can still apply to court for compensation of between one and three times the deposit's value.

TDS cannot award compensation to tenants if a landlord or agent fails to comply with the law relating to tenancy deposit protection. This can only be dealt with by the courts.

Is my deposit protected?

Tenants can check if their deposit is registered with TDS by visiting www.tenancydepositscheme.com

If tenants have received a Tenancy Deposit Protection Certificate, they should enter the code number from that certificate. Alternatively they can enter their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

If a member informs TDS that the protection of a deposit should be ended, TDS will make reasonable efforts to inform the tenant before ending the protection.

If the tenancy has not ended, the tenant (or one of the joint tenants) can object to the ending of deposit protection by phoning the TDS customer contact center.

If the tenancy has ended and the tenant is not satisfied with the proposed split of the deposit, then the tenant can ask TDS to resolve the dispute within three months after the end of the tenancy.

What happens to the deposit after the landlord or agent receives it?

The landlord or the agent will hold the deposit during the tenancy. The tenancy agreement should state who receives any interest it makes.

What happens to the deposit at the end of the tenancy?

If there is no dispute about the return of the deposit at the end of the tenancy, the landlord or agent must pay the deposit to the tenant without delay, less any deductions that the tenant has agreed.

Who raises a dispute if there is no agreement about the deposit return? If there is a dispute about the return of the deposit or about proposed deductions, the parties should try to reach agreement without delay. Most disputes are resolved informally in this way. But if the deposit has not been returned to the tenant within 10 days of the tenant asking for it, the Housing Act 2004 allows the tenant to ask TDS to resolve the dispute.

If there is a dispute, what happens to the deposit?

The landlord or agent can take a payment from the deposit if:

- both landlord and tenant have agreed; or
- the court has ordered the deposit to be paid; or
- TDS directs to send the money to TDS.

Once TDS has been asked to resolve a deposit dispute, the landlord or the agent must send the disputed amount to TDS. By this time, the landlord or agent should have paid the tenant any part of the deposit that is not an agreed deduction or in dispute.

If whoever is holding the deposit does not send the disputed deposit amount to TDS, TDS will take legal

action to recover it. This will not delay TDS in resolving the dispute.

If the deposit holder cannot pay the disputed amount, for example because it has become insolvent, TDS will arrange the adjudication, pay the tenant the amount awarded by the adjudicator and make a claim to its insurers.

The law requires TDS to guarantee only that the tenant receives the amount they are entitled to.

How are disputes resolved?¹

The tenant will ask TDS to resolve the dispute by going online at www.tenancydepositscheme.com and completing a Dispute Application Form giving details of the dispute.

The deposit holder must then send the disputed amount to TDS. TDS will copy the dispute details to the agent or landlord who is to respond to the dispute and give them 10 working days to do so. The agent or landlord will need to confirm that they want TDS to resolve the dispute, and send in their evidence. After this the tenant will also be given 10 working days to respond to the agent's/landlord's evidence, and send in any evidence that they also wish the adjudicator to consider.

If all the parties agree to TDS resolving the dispute, TDS will appoint an impartial adjudicator to make a binding decision, normally within 28 days of receiving the parties' consent to resolving the dispute and receiving the evidence they wish to be considered. If landlords and agents do not reply, they are treated as consenting to TDS resolving the dispute. In all these cases, the adjudicator will normally make a decision within 28 days after the deadline for receipt of evidence.

Within a further 10 days or less of the adjudicator's decision, TDS will pay the amount due to each party. The adjudicator's decision will be based on the evidence sent to TDS – there will be no hearing or visit to the property.

The adjudicator's decision is final. There is no right of appeal to TDS or to the government department in charge of the tenancy deposit protection schemes.

Further details are set out in The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes at www.tenancydepositscheme.com

What if the landlord or tenant can't be contacted at the end of the tenancy?

TDS cannot resolve a dispute if it cannot contact the parties to get their consent to TDS being involved. In these circumstances, the deposit holder must do the following:

1. assess any damage, rent arrears and any other likely deductions from the deposit as they would

¹ If a Letting Agent or Landlord is using TDS DIRECT only the tenant can raise a dispute. Agents and landlords cannot raise a dispute if they are using TDS DIRECT. TDS may at its discretion allow an agent or landlord to raise a dispute, where this has been agreed in advance as part of that agent or landlord's membership of the scheme. Where this is the case, the agent/landlord will send in their evidence at the same time as completing a Dispute Application Form giving details of the dispute. After this the tenant will be given 10 working days to respond to the agent's/landlord's evidence, confirm that they want TDS to resolve the dispute, and send in any evidence that they also wish the adjudicator to consider.

- normally do;
2. split the deposit, pay the party who is present the appropriate amount, and transfer the amount due to the absent tenant/landlord to a suitably chosen 'Client suspense (bank) account';
 3. make a formal record of all actions taken, supported by appropriate documentation.

After enough time (usually at least six years) has passed from the last contact from the absent tenant/landlord, the deposit holder may then donate the absent party's share to a suitable registered charity – subject to a binding promise from the deposit holder that it would immediately pay from its own pocket any valid claim it later received from the beneficial or legal owner.

If the absent tenant/landlord returns within that time and seeks to dispute the allocation of the deposit, TDS may offer to adjudicate.

Is adjudication better than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs.

Going to court takes time and can be expensive and stressful. If TDS protects a deposit and the dispute goes to court, the disputed amount must be sent to TDS. TDS will distribute the deposit once it receives a final court order showing what is to happen to the deposit. However if a tenant or landlord does not take their dispute to the County Court within 6 months of refusing consent for TDS to resolve the dispute, TDS may at its discretion return the disputed deposit it is holding to the other party who did not refuse consent.

TDS can only resolve a dispute if the deposit has been registered with TDS. If a deposit has not been registered, the parties will have to go to court if they cannot agree a settlement.

Sometimes landlords or tenants prefer to go to court. It might be better for a landlord to go to court if they have a big claim that is well above the deposit. It might be better for a tenant to go to court if they have a counterclaim – say if they had to pay for boiler repairs because the heating did not work for several weeks. TDS cannot deal with counterclaims.

Where TDS cannot accept a dispute for adjudication, TDS will notify any other party to the dispute that this has happened. The other party to the dispute may then choose to go to court or rely on the agent's judgment if the agent is holding the deposit.

What can TDS deal with?

Using the TDS dispute resolution service is not compulsory. If either the landlord or tenant does not agree to use the service, one of them could choose to go to court.

TDS can only deal with disputes about the deposit itself, and cannot make awards that are for more than the disputed deposit. If a larger amount is disputed, you may need to go to court. TDS cannot deal with counterclaims by tenants – such as a claim for disrepair. If you are a tenant and you wish to bring a counterclaim against your landlord, you will need to go to court.

TDS cannot deal with disputes between individual tenants, or between landlords and their agents. TDS does not act as a regulator and cannot order changes in trading practices, close down businesses, or prosecute landlords or agents. However, it does try to raise standards in the private rented sector by educating tenants, landlords and agents about the cause of disputes and how to avoid them.

How much does it cost?

TDS is funded by the membership subscriptions and deposit protection charges that letting agents and landlords pay. All these fees are on the TDS website. TDS makes no charge to tenants for protecting the deposit. There is no charge to landlords, tenants or agents for having a dispute resolved.

Who can join the Tenancy Deposit Scheme?

The Tenancy Deposit Scheme is open to landlords and letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS Rules – to TDS before it decides whether they can be accepted as a member, and what their subscription will be.

Our guarantee of impartiality

TDS is overseen by a Board, which is responsible for operating and financing the business. The Board, and the TDS management, have no role in resolving disputes and cannot intervene in decisions about disputes.

The scheme's Director of Dispute Resolution is responsible for resolving disputes. The most usual method for resolving a dispute through TDS is to use adjudication but the scheme may suggest negotiation, mediation or other methods. Adjudicators work fairly and impartially. All TDS adjudicators belong to the Chartered Institute of Arbitrators and comply with our Adjudicator Code of Conduct, which is available on the TDS website. The adjudicators make decisions without favour, based on the issues in dispute and the evidence provided.

TDS publishes breakdowns of awards in its Annual Reports. These give an overview of how awards are split between tenants, landlords and agents. You can see the adjudicators' decision-making guidelines and some example case studies at www.tenancydepositscheme.com

Data protection

TDS will not use landlords' or tenants' personal data for any purpose except to operate the scheme (this includes compiling statistical data) and resolve disputes.

From time to time, TDS may invite landlords or tenants to participate in surveys. If you do not wish to be contacted for survey purposes, please inform TDS by letter or email to the contact details given in this leaflet.

Contact details

Tenancy Deposit Scheme operated by The Dispute Service Limited
1 The Progression Centre, 42 Mark Road, Hemel Hempstead, Herts, HP2 7DW
Tel: 0300 037 1000 Fax: 01442 253 193
Web: www.tenancydepositscheme.com Email: deposits@tenancydepositscheme.com

BANK STANDING ORDER MANDATE - A Tenant

This is an instruction from the tenant to their bank to pay money to the beneficiary detailed below. This form should be completed and signed by the tenant and taken to their bank. Failure to set up the standing order by the first payment date listed below will result in a £50 (inclusive of VAT) surcharge. This surcharge will be made each time the rent is either late or not paid by standing order.

To: (Please insert full bank address including POSTCODE)

BANK PLEASE READ

PLEASE AMEND ANY EXISTING INSTRUCTION FROM THE NEXT PAYMENT WITH THIS REFERENCE AND DATE RANGE TO THIS BENEFICIARY (PLEASE ENSURE THAT THERE IS ONLY ONE ACTIVE STANDING ORDER)

ACCOUNT TO BE DEBITED

SORT CODE:

ACCOUNT NUMBER:

ACCOUNT NAME: (Usually your name)

ROLL NO: (Building Societies ONLY)

BENEFICIARY DETAILS

BANK: Natwest

BRANCH DETAILS: 48 Blue Boar Row, SP1 1DF

SORT CODE: 544119

ACCOUNT NUMBER: 47079959

ACCOUNT NAME:

Rental Client Account

REFERENCE:

1 The House

Bank - please reference each STO with the house reference

PAYMENT DETAILS

- Payment of £750.00 per calendar month. First payment due 01/02/2018, until further notice
-

CUSTOMER
SIGNATURE:

Date:

CUSTOMER CONTACT TELEPHONE NUMBER(S): 01722820580,

CUSTOMER ADDRESS:

House Number
Street Name
Town Name
County Name
United Kingdom
SP1 1TT