

ASSURED SHORTHOLD TENANCY AGREEMENT

To be used where the Deposit is registered with
The Tenancy Deposit Scheme (TDS) Custodial Scheme



www.bassets.co.uk



GUIDANCE NOTES FOR TENANTS

Welcome to your Assured Shorthold Tenancy Agreement produced by Propertymark. It is an important document as it will govern your relationship both with the Landlord of your new property and with the letting or managing Agent for the whole of the time that you are actually in residence. As such you should read the document through carefully and raise any queries with the letting Agent who gave you this Agreement.

At the same time, please be aware that you have the right to seek independent advice if you wish either from your solicitor or other advice agency.

As well as this Agreement, you may be asked to sign the Check-In or Inventory which will list the Landlord's Fixtures and Fittings and the other items which the Landlord provides for your use during the Tenancy. You will also be given copies of the following documents, receipt of which is acknowledged on the final page of the Agreement itself:

- 'How to Rent' guide produced by HM Government
- Energy Performance Certificate (EPC) for your property
- A current Gas Safety Certificate for your property—if there is a gas supply
- A Copy of the Electrical installation Inspection report for your property.
- Details of the scheme with which your Deposit will be registered, including details as to how you will recover your Deposit on your departure
- A check-list of the key Deposit registration information generally described as 'Prescribed Information'
(to be provided within 30 days of paying your Security Deposit)

If any of these documents are missing when you come to sign your Tenancy Agreement, please speak with your letting Agent as these documents are just as important as the Agreement itself.

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'How to Rent' Guide** <https://www.gov.uk/government/publications/how-to-rent>
Standing Order Mandate

**** Attached Documents also available at** <https://www.bassets.co.uk/tenant-hub/>

SUMMARY OF AGREEMENT

Landlord(s)	[[Landlord.Name]]
Tenant(s)	[[Tenant.Name]]
Permitted Occupier(s)	Permitted Occupiers will be noted in the Special Terms and Conditions section of this agreement.
Guarantor(s)	<small>[[TenancyHasGuarantor]:Equal('True'):collapse:hide]</small> [[TenantAndGuarantor.GuarantorName]]
Premises	[[PropertyAddress]]
Rent	£[[AdvertisedRent]]
Rent Due Date	[[StartDateDay]]
Deposit	[[Deposit]]
Commencement Date	[[StartDate]]
Tenancy Term	<i>'For the term of [[TermMonths]] months commencing on [[StartDate]] See Clause 2 below.' Any notice must be served in accordance with the terms of this agreement.</i>
Expiry Date	[[FixedDate]] and thereafter month-to-month.

DEFINITIONS

Act of Parliament

Any reference to any 'Act of Parliament' includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.

The Agreement

References to 'Agreement' or 'the Agreement' are to this Tenancy Agreement.

The Check-In Inventory and Schedule of Condition

'The Check-In Inventory and Schedule of Condition' or 'Inventory' means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk.

End of Tenancy Inspection (EOTI) (Checkout)

The inspection carried out at the end of the tenancy to review the property condition against the original Inventory and Schedule of Condition. Often referred to as a "Checkout".

Deposit

'The Deposit' means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant's obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.

The Deposit Holder

'The Deposit Holder' is the Tenancy Deposit Scheme ('TDS Custodial') operated by The Dispute Service Ltd—one of the organisations authorised to register Deposits under the Housing Act 2004.

Fixtures and Fittings

References to the 'Fixtures and Fittings' mean any of the Landlord's contents, including all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

Guarantor

Any person(s) who has agreed to meet all of the Tenant's responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement.

Insurable Risks

'Insurable Risks' means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.

Joint and Several

Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression 'Joint and Several' means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as

well as any breach of the Agreement.

Landlord

The expression 'Landlord' shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.

The Landlord's Agent / Agent

'The Landlord's Agent' or 'Agent' means **Bassets Property Services Limited**, Cheviot House, 69-73 Castle Street, Salisbury **SP1 3SP**

Permitted Occupier

'Permitted Occupier', if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.

The Premises

References to 'the Premises' include reference to any part or parts of the Premises and the curtilage of the same, together with the garden, garage and parking space (if applicable).

Relevant Persons

'Relevant Persons' mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant, e.g. a local authority, parent, or Guarantor. Relevant Persons will be given details of the scheme with which the Deposit will be registered.

Stakeholder

Where the Deposit is held as 'Stakeholder' no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from The TDS.

TDS

'TDS' means the Tenancy Deposit Scheme operated by The Dispute Service Ltd as detailed in the Prescribed Information attached to this Agreement.

The Tenant

'The Tenant' includes anyone to whom the Tenancy has been lawfully transferred.

The Term / the Tenancy

References to 'the Term' or 'the Tenancy' include any extension or continuation of the Agreement or any contractual periodic Tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.

Water Charges

References in this Agreement to 'Water Charges' include references to sewerage and environmental service charges.

The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.

ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement is made on the [[PrintDateLong]]

Between:

IT IS AGREED AS FOLLOWS:

[[Landlord.Name]]
[[Landlord.Address.Address1]]
[[Landlord.Address.Address2]]
[[Landlord.Address.Address3]]
[[Landlord.Address.Address4]]
[[Landlord.Address.Postcode]]

'The Landlord'; and

[[Tenant.Name]]
[[Tenant.Address.Address1]]
[[Tenant.Address.Address2]]
[[Tenant.Address.Address3]]
[[Tenant.Address.Address4]]
[[Tenant.Address.Postcode]]

'The Tenant'; and

IT IS AGREED AS FOLLOWS:

- 1 The Landlord lets to the Tenant the residential Premises known as: [[PropertyAddress]] ('the Premises')
- 2 The Tenancy shall be from and including the [[StartDateLong]] ('the Commencement Date') to and including the [[FixedDate]] day of Month and thereafter from month-to-month and until terminated by either party serving a notice on the other in accordance with this Agreement ('the Expiration Date'), 'the Term'.

3 Payment Schedule

<i>From</i>	<i>To</i>	<i>Total Rent</i>
<i>[[RentPeriodsList.RentPeriod.From]]</i>	<i>[[RentPeriodsList.RentPeriod.To]]</i>	<i>[[RentPeriodsList.RentPeriod.Rent]]</i>

The 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 first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.*

- 4 This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act.
- 5 Where the Tenancy shall include the Landlord's Fixtures and Fittings ('the Fixtures and Fittings') in the Premises this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition ('the Check-In Inventory and Schedule of Condition').
- 6 In the event of a default by the Tenant(s) of any of their obligations or responsibilities under the Agreement, the Guarantor(s) (if any) shall become immediately liable to remedy said default. In the event of multiple Guarantors, each shall be Joint and Severally liable

7 Deposit

- 7.1** The sum of [[Deposit]] shall be paid by the tenant or Relevant Person' to the Landlord/Agent upon the signing of this Agreement by way of a security Deposit ('the Deposit'). Any other interest for the deposit will be detailed in the special terms and conditions as appropriate.
- 7.2** Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the person or persons outlined at clause 7.1 above.
- 7.2.1** The Deposit will be held by the Tenancy Deposit Scheme ('TDS Custodial').
- 7.3** The Landlord's Agent will protect the Deposit within 30 days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Deposit.
- 7.4** Any interest earned on the holding of the Deposit will belong to the Tenant Deposit Scheme ('TDS').
- 7.5** The Deposit has been taken for the following purposes:
- 7.5.1** Any fees or other monies that the Agent is entitled to recover from the Tenant.
- 7.5.2** Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.
- 7.5.3** Any damage, or compensation for damage, to the Premises, 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.
- 7.5.4** 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 Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings, and contents.
- 7.5.5** Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

Note: Adjudicators will consider claims against the Deposit in the order set out in the Tenancy Agreement.

7.6 Protection of the Deposit:

Tenancy Deposit Scheme
The Dispute Service Ltd
1 The Progression Centre
42 Mark Road
Hemel Hempstead
Hertfordshire
HP2 7DW
Phone: 0300 037 1001
Email:
info@tenancydepositscheme.com
Website:
www.tenancydepositscheme.com



7.7 At the end of the Tenancy:

- 7.7.1** The Landlord/Agent must tell the Tenant within ten working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 7.7.2** If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within ten working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 7.7.3** The Tenant should inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions required by the Landlord or the Agent from the Deposit

within ten working days of the Landlord/Agent having complied with the requirements of clause 7.7.1. The Independent Case Examiner ('ICE') may regard failure to comply with the time-limit as a breach of the rules of The TDS and if later asked to resolve any dispute, the ICE may refuse to adjudicate in the matter.

- 7.7.4 In the event of multiple Tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through The TDS to deal with any dispute about the Deposit at the end of the Tenancy.
- 7.7.5 If, after ten working days following notification of a dispute to the Landlord/Agent 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 (subject to 7.7.6 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication process.
- 7.7.6 The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 7.7.5 above.

- 7.8** If there is a change of Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by The TDS
- 7.9** The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise 'the Tenant'.
- 7.10** Where more than one person is comprised for the time being in the expression 'the Tenant', the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 7.11** Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner, termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.
- 7.11.1 The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

8 The Tenant agrees with the Landlord as follows:

8.1 Rent

- 8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3.
- 8.1.2 The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became due.

8.2 Conditions of Premises, Repair and Cleaning

- 8.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any

- act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 8.2.2 To use the Premises in a Tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord/Landlord's Agent.
- 8.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).
- 8.2.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 8.2.5 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 8.2.6 To notify the Landlord promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- 8.2.7 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
- 8.2.8 To keep the windows of the Premises clean.
- 8.2.9 To wash and clean all items that may have become soiled during the Term.
- 8.2.10 To take all appropriate precautions to ensure adequate ventilation to the Premises.
- 8.2.11 (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 8.2.12 (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 8.2.13 (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.
- 8.2.14 (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.
- 8.2.15 To clean and disinfect any and all showerheads in the Premises every six months.

8.3 Access and inspection

- 8.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.
- 8.3.2 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. Photograph may also be taken to highlight specific maintenance or any tenant related issues or concerns.
- 8.3.3 To permit the Premises to be viewed during the last 10 weeks of the Term at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect 'For Sale' or 'To Let' boards at their discretion.
- 8.3.4 To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.

8.4 Insurance

- 8.4.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 8.4.3 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

8.5 Assignment, Novation and Surrender

- 8.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

8.6 Illegal, Immoral Usage

- 8.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 8.6.2 Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

8.7 Inflammable Substances and equipment

- 8.7.1 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

8.8 Nuisance and Noise

- 8.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise.

8.9 Utilities

- 8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 8.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.
- 8.9.3 To notify each supplier of gas, electricity, water, telephone and internet services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. To

indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the Commencement Date.

8.9.5 In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.

8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

8.10 Animals and Pets

8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the Tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy.

8.10.2 Where such consent is given, the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

8.11 Usage

8.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

8.12 Locks

8.12.1 Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.

8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.

8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

8.12.4 Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

8.13 Fixtures and Fittings

8.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

8.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

8.14 Alterations and Redecoration

8.14.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

8.14.2 Not to permit any waste, spoil or destruction to the Premises.

8.15 Empty Premises

- 8.15.1 Before leaving the Premises vacant for any continuous period of **28 days** or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 8.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.
- 8.15.3 If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

8.16 Drains

- 8.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 8.16.2 Not to permit oil, grease, wipes (or similar) or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 8.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

8.17 Affixation of Items

- 8.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
- 8.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld.

8.18 Washing

- 8.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

8.19 Costs and Charges

- 8.19.1 To protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenant contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.
- 8.19.2 To indemnify the Landlord in respect of any legal costs and expenses (including VAT) properly incurred in enforcing this Agreement or any part thereof and which arise from a breach of its Terms by the Tenant.

8.20 Refuse

- 8.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

8.21 Smoking

- 8.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be

unreasonably withheld.

8.22 Garden

8.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

8.23 Inventory and End of tenancy inspection (Checkout)

8.23.1 The Tenant shall indemnify the Landlord or Landlord's Agent for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the End of Tenancy Inspection (EOTI) procedures at the termination or sooner ending of the Tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord or Landlord's Agent for any costs incurred in arranging a second EOTI appointment. If the Tenant does not keep the second appointment, any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment, the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

8.24 Notices

8.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

8.25 Headlease

8.25.1 If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the headlease) as set out in the headlease of the Premises, a copy of which has been provided to the Tenant prior to the date of this Tenancy, or as soon as it is made available to the Agent.

8.26 Smoke Alarms

8.26.1 To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary and to check the alarms monthly to ensure that they work.

8.26.2 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

8.27 Burglar Alarms

8.27.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.

8.27.2 To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.

8.27.3 To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

8.28 Immigration Act

8.28.1 If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.

9 The Landlord agrees with the Tenant as follows:

9.1 Quiet Enjoyment

9.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

- 9.2 Insurance**
 9.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.
- 9.3 Interest and Consents**
 9.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior Landlords, mortgagees, insurers or others) have been obtained.
- 9.4 Repair**
 9.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a Tenant-like manner.
- 9.5 Safety Regulations**
 9.5.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.
 9.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this Agreement.
 9.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.
 9.5.4 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.
- 9.6 Legionella**
 9.6.1 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

10 It is mutually agreed as follows:

- 10.1** Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).
- 10.2 Rent Review**
 10.2.1 No automatic rent reviews has been scheduled to take place during the course of this Tenancy.
- 10.3 Repair**
 10.3.1 Sections 11–16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.
 10.3.2 The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

10.4 Reimbursement

10.4.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 7.5 hereof at the end of the Tenancy.

10.5 Data Protection and Confidentiality

10.5.1 The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at: www.bassets.co.uk/privacy-policy/.

10.6 Council Tax

10.6.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

10.7 Forfeiture

10.7.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days for a tenancy in England and 7 days for a tenancy in Wales after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the Tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy

10.8 Interruptions to the Tenancy

10.8.1 If the Premises are destroyed or made uninhabitable by fire or any other insured risk, rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.

10.8.2 If the Premises are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

10.9 Notices

10.9.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is [[BranchAddress1]] [[BranchAddress2]] [[BranchAddress3]] [[BranchAddress4]] [[BranchPostcode]]

10.9.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the Deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own: [[Tenant.Name]]; [[Tenant.Email]]

The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own:

servenotice-bassets@home.letmc.com

Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.

If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

10.93 At the end of the initial fixed term as specified in clause 2 hereof, the Term shall continue on a month-by-month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice, when served by the Landlord, should expire not less than two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord.

10.10 Jurisdiction

10.10.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales.

10.11 Documentation

10.11.1 The Tenant acknowledges receipt of the documents listed in the Guidance Notes for Tenants attached to this Agreement.

11 Special Terms and Conditions

The following clauses been individually negotiated between the Landlord and the Tenant as part of this Tenancy Agreement. These clauses have not been vetted or approved by PropertyMark. The Tenant agrees:

- 11.1** That the Property is let on the condition that they are occupied by no more than **2** 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 **2** 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.
- 11.2** 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.
- 11.3** To take all reasonable precautions to prevent infestation of the Property if caused by the negligence of the Tenant, his family, his visitors or his pets.
- 11.4** 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.
- 11.5** 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 the Inventory & Schedule of Condition to this Agreement together with any substituted replacement articles.
- 11.6** 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.
- 11.7** Not to obscure the windows or doors of the Property with any material other than domestic curtains and blinds (depending on the fixings provided).
- 11.8** 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.
- 11.9** 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.

- 11.10** 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.
- 11.11** 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 the Inventory & Schedule of Condition to this Agreement, including the watering and preservation of any house plants listed in the Inventory & Schedule of Condition to this Agreement.
- 11.12** 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.
- 11.13** 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 the Inventory & Schedule of Condition to this Agreement, subject to seasonal adjustment.
- 11.14** 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 the Inventory & Schedule of Condition to this Agreement.
- 11.15** 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.
- 11.16** To inform (and provide details)to 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.
- 11.17** To wash, iron and press linen, bedding curtains and net curtains in the Property regularly and at the end of Tenancy.
- 11.18** To vacuum and clean all soft furnishings and the Fixtures and Fittings in the Property regularly and at the end of the Tenancy.
- 11.19** 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.
- 11.20** To clean the Property and 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 the Inventory & Schedule of Condition at the end of the Tenancy.
- 11.21** 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.
- 11.22** 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.
- 11.23** 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.
- 11.24** 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 the Landlord's reasonable costs (an allowable 'default fee' under the Tenant Fees Act 2019) in replacing the locks or other security devices involved within a reasonable time of receiving a written request for payment.
- 11.25** Not to cause any call out charge for the burglar alarm if any callout is incurred due to the misuse or negligence of the Tenant, his family or visitors.
- 11.26** To park private vehicle(s) only at the Property.
- 11.27** To park in the space allocated to the Property, if one forms part of the Tenancy.
- 11.28** To park in the garage or the driveway to the Property if applicable.
- 11.29** 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.
- 11.30** To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 11.31** Not to park any vehicle at the Property which is not in road worthy condition and fully taxed.
- 11.32** 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.

- 11.33** 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.
- 11.34** The Tenants agrees that the Landlord or his Agent shall bear no responsibility or liability for the storage or redirection of any post for the Tenants after the end of the Tenancy.
- 11.35** To pay for the entire invoice and costs of any contractors that the Tenant arranges without having previously obtained the Landlord or the Landlord Agent's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 11.36** 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.
- 11.37** To report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 11.38** Not to use any gas appliance that has been declared unsafe by a gas safety registered engineer, or disconnect it from the supply.
- 11.39** 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.
- 11.40** Not to keep motor cycles, cycles or other similar machinery inside the Property, except in any defined outside area or garage.
- 11.41** 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.
- 11.42** Not to keep any vehicle without a valid road fund licence, commercial vehicle, boat, caravan, trailer or shed on the Property.
- 11.43** Not to have children living in the Property without the Landlord's consent, which will not be unreasonably withheld.
- 11.44** 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.
- 11.45** To notify the Landlord or the Landlord's Agent promptly of any wet rot, dry rot or infestation by wood boring or other insects.
- 11.46** 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.
- 11.47** 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.
- 11.48** Not to permit any visitors to stay for a period of more than three weeks within any three month period.
- 11.49** To check any Inventory and Schedule of Condition and report any errors/ deficiencies to the Landlord or his Agent at the address stated in clause 10.9, returning a copy with any annotations/corrections as necessary within 14 days of receipt.
- 11.50** That any rent arrears or interest due to the late payment of rent together with any default fees, permitted fees or contractual charges to be paid by the Tenant in relation to any breach of this Agreement which remain unpaid at the end of Tenancy due to the Landlord or his Agent at the end of the Tenancy may be deducted from the Deposit.
- 11.51** To reduce the risk of Legionella (see clause 9.6) by:
- Informing the Landlord of his Agent if the Tenant believes the hot water temperature is below 50°C or the hot water tank/boiler is defective in any way.
 - Not adjusting the temperature of the hot water.
 - Advising the Landlord or his Agent if the Tenant believes the cold water temperature is above 20°C.
 - Flushing through little used outlets for 2 minutes at least once a week.

- Cleaning, disinfecting and descaling shower heads at least once every 6 months.
- Notifying the Landlord or his Agent if the Tenant notices any debris or discolouration in the hot or cold water.

- 11.52** Where the Landlord has consented to the Tenant keeping (further) domestic animals or birds in the property (see clause 8.10) to pay any increase in rent agreed between Landlord or the Landlord’s Agent and the Tenant to represent the potential increase in wear and tear during the Tenancy.
- 11.53** To keep all Carbon Monoxide alarms in good working order and in particular to replace batteries as and when necessary and to check alarms monthly to ensure that they work. Should battery replacement not be possible, then the Tenant will promptly advise the Landlord or his Agent of the need for a replacement alarm.
- 11.54** To pay the Agent’s advertised fees (see www.bassets.co.uk) in relation to ‘permitted charges’ under the Tenant Fees Act 2019 arising from either the early surrender or the variation, assignment or novation of the Tenancy.
- 11.55** To pay the fair and reasonable costs of the Landlord’s Agent where appropriate and allowed under the Tenant Fees Act based on an hourly rate of £20 representing £15 per hour (for the average cost of staff suggested) plus £5 per hour (for the average office cost per member of staff).
- 12** [[SpecialConditionList.Name]]

Name:	Signature	Date

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.

The scheme administrator of TDS Custodial is:

The Dispute Service Limited

PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Phone 0300 037 1001
Email info@tenancydepositscheme.com
Fax 01442 253193
Web custodial.tenancydepositscheme.com

(i) THE DEPOSIT

The amount of the deposit paid is £ [[Deposit]]

(ii) Address of the property to which the tenancy relates

[[PropertyAddress]]

(iii) DETAILS OF THE LANDLORD(S)¹

Landlord or letting agent's details:

Name:	[[Landlord.Name]]
Address:	[[BranchAddress1]] [[BranchAddress2]] [[BranchAddress3]] [[BranchAddress4]] [[BranchPostcode]]
Telephone:	01722 820580
Email:	bassets@home.letmc.com

(iv) DETAILS OF THE TENANT(S)

[[TenantNamesLine]]

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

Tenant details

Add this information for all tenants in the tenancy.

Name:	Address	Telephone;	Email:	Fax:	Contact address to be used by The Landlord at the end of the tenancy:
[[Tenant.Name]]	[[Tenant.Address.Address1]] [[Tenant.Address.Address2]] [[Tenant.Address.Address3]] [[Tenant.Address.Address4]]	[[Tenant.TenantMobilePhone]]	[[Tenant.Email]]	[[Tenant.Fax]]	[[Tenant.PostTenancyAddress.Address1]] [[Tenant.PostTenancyAddress.Address2]] [[Tenant.PostTenancyAddress.Address3]] [[Tenant.PostTenancyAddress.Address4]]

¹ The agent may insert their details here instead of the landlord's

	[[Tenant.Address.Pos tcode]]				[[Tenant.PostTenanc yAddress.Postcode]]
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(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.

This information is detailed within the special Terms and condition section of the tenancy agreement.

(vi) CIRCUMSTANCES WHEN THE DEPOSIT MAYBE 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 12 including all sub clauses and any special terms and conditions. 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 Custodial 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.

Name:	Signature	Date

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.

propertymark

DEED OF GUARANTEE



Check your agent is ARLA Propertymark Protected
propertymark.co.uk/find-an-expert

DEED OF GUARANTEE

This Deed of Guarantee is made on the 00 day of month and year.

Between:

[[Landlord.Name]]; [[Landlord.Address.Address1]] [[Landlord.Address.Address2]] [[Landlord.Address.Address3]]
[[Landlord.Address.Address4]] [[Landlord.Address.Postcode]]

'The Landlord'; and

[[TenantAndGuarantor.GuarantorName]]; [[TenantAndGuarantor.GuarantorAddress.Address1]]
[[TenantAndGuarantor.GuarantorAddress.Address2]] [[TenantAndGuarantor.GuarantorAddress.Address3]]
[[TenantAndGuarantor.GuarantorAddress.Address4]] [[TenantAndGuarantor.GuarantorAddress.Postcode]]

'The Guarantor' in relation to the property at:

[[PropertyAddress]]
'The Property'

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1.** The Guarantor agrees to guarantee [[TenantNamesLine]] ('the Tenant') as the Tenant of the Property upon the terms and conditions of the tenancy agreement attached ('the Agreement').
- 2.** The Guarantor agrees to reimburse and compensate the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the Agreement.
- 3.** The obligations of the Guarantor specified at clause 2 above will continue for any extension or continuation of the Tenancy whether as a renewal of a fixed term or as a periodic tenancy; and will include any increase in the rent agreed between the Landlord and the Tenant or imposed by statute under a Section 13 Notice of the Housing Act 1988 provided the Guarantor is notified of the increase by the Landlord or any person acting on his behalf.
- 4.** This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Property is occupied by the Tenant or any licensee and is not limited to the Term specified in the Agreement.
- 5.** If the Tenant defaults during the initial Term or any extension, renewal or continuation of this Agreement or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Agreement then on written demand the Guarantor will cover and compensate the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.
- 6.** The Guarantor's liability under the Guarantee will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under the Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under the Agreement and the Guarantee.
- 7.** The obligations of the Guarantor under the Guarantee will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants.
- 8.** The Guarantor's liability will continue if the Tenant surrenders any part of the Property in respect of the part not surrendered. Any liability accumulated at the date of Surrender will continue unaffected.
- 9.** The Guarantor's liability shall continue if the Guarantor is a company and the company changes ownership, alters the name of the Guarantor, or is amalgamated with any other company or organisation throughout the period that the Property is occupied by the Tenant or any licensee and is not limited to the Term specified in the Agreement.

- 10.** *This Guarantee shall continue throughout the period that the Property is occupied by the Tenant (or any one person who forms the Tenant) or any licensee and is not limited to the Term specified in the Agreement.*
- 11.** *The Guarantee will not be invalidated if one or more of the original persons forming the Tenant to whom the Tenancy is granted abandons the Property or surrenders their interest in the Tenancy provided that at least one of the original persons forming the Tenant or their licensees or assignees remains in possession.*
- 12.** *In this Guarantee the following definitions apply:*
- *'Guarantor' is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.*
 - *'Joint and Several' means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.*
 - *References to the singular include the plural and references to the masculine include the feminine.*
- 13.** *The Landlord and the Guarantor agree that the laws of England and Wales shall apply to the Guarantee and to the Agreement.*

Name:	Signature	Date

TDS Custodial is a Tenancy Deposit Protection Scheme run by The Dispute Service Ltd. It is authorised by the government to hold tenancy deposits until repayment is requested when the tenancy ends.

What is tenancy deposit protection?

By law, a landlord or agent who receives a deposit for an assured shorthold tenancy that started in England or Wales on or after 6th April 2007 must protect the deposit with a tenancy deposit scheme.

The landlord or agent has two duties under the legislation, both of which should be done within 30 calendar days of receiving the deposit:

- To protect the deposit with a government-authorised scheme.
- To provide the tenant (and any relevant person) with prescribed information about where their deposit is being protected and how it will be managed.

How does it work?

Tenancy deposit protection schemes can be one of two kinds:

Custodial – this is where the scheme itself holds the deposit during the tenancy.
Insured – 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 tenants will always get back the money to which they are entitled.

Is my deposit protected?

Tenants can check if their deposit is registered with TDS Custodial by visiting www.custodial.tenancydepositscheme.com and entering their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

How much does it cost?

TDS Custodial is free to use - we are funded by the interest received on the deposit during the tenancy. There is no charge to landlords, tenants or agents for having a dispute resolved.

What if the landlord does not comply?

If the landlord or agent does not protect the deposit or provide the prescribed information within 30 calendar days of receiving the deposit, 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 pay the tenant compensation of between one and three times the deposit's value.

Non-compliance can also affect the landlord's ability to serve notice to end the tenancy and regain possession under section 21 of the Housing Act 1988.

TDS Custodial 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.

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

Either the landlord or tenant can start the repayment process following the end of the tenancy. Once TDS Custodial receives a request for repayment, it will notify the other party of the request and invite them to respond within 30 working days to say whether they agree or disagree.

If the other party responds saying that they agree to the repayment, the deposit will be repaid as per that agreement within 10 calendar days.

If the other party responds saying that they do not agree to the repayment request, they can ask for the dispute to be resolved by our dispute resolution process.

How does the dispute resolution process work?

TDS Custodial will invite the landlord to set out their claim and provide supporting documentation such as the tenancy agreement, check-in/check-out reports, invoices and quotations. We will then invite the tenant to view the landlord's evidence and respond to it, with the opportunity to submit their own supporting documentation. Each party has 14 calendar days to submit their evidence, in turn.

After the evidence gathering process is complete, the case will be sent to one of our independent adjudicators

What will you receive?

Within 30 calendar days of the start of the tenancy the landlord must provide the tenant with:

- The prescribed information (which includes, but is not limited to, the address of the property, amount of deposit and the circumstances in which deductions can be made from it)
- A copy of this leaflet

After the deposit is lodged with the scheme, TDS Custodial will provide the tenant and landlord with:

- A deposit protection certificate
- Access details for your online account

who will reach a binding decision within 28 calendar days. TDS Custodial will repay the deposit per the adjudicator's decision within a further 10 calendar days.

What if I don't agree with the outcome?

The adjudicator's decision will be based only on the evidence sent to TDS Custodial – there will be no hearing or visit to the property. The adjudicator's decision is final. There is no right of appeal to TDS Custodial or to the government department in charge of the tenancy deposit protection schemes.

What if the other party doesn't respond to my repayment request?

If the other party does not respond within 30 working days, the party requesting repayment must complete a statutory declaration before TDS Custodial can repay the deposit.

The statutory declaration is a sworn legal document confirming that the other party cannot be contacted, and confirms any claims made on the deposit and the amounts to be repaid to each party.

TDS Custodial provides a simple template to use for this process. Further guidance on this is available on our website or from our customer contact centre.

The requesting party must send the sworn statutory declaration and related documentation to TDS Custodial who will send it to the other party and give them the opportunity to respond within 14 calendar days. If the other party does not respond to the statutory declaration, TDS will repay the requested amount of the deposit within 10 calendar days.

Top tips to remember

To help us repay your deposit quickly and smoothly to you at the end of the tenancy:

- Keep your contact details up to date - if we have your current email address, we will be able to notify you immediately of anything relating to the deposit.
- Avoid using a work or university email address as these may change or expire during the tenancy.
- Add our email address to your safe senders list - info@tenancydepositscheme.com - to ensure our emails do not go to your junk folder.
- We will need your bank details to repay the deposit at the end of the tenancy. You can add these in your online account.
- You must attempt to resolve any dispute over the deposit repayment prior to referring the dispute to TDS Custodial's dispute resolution service. Communication is key to avoiding a dispute.

Should the other party respond to the scheme to say that they do not agree to the repayment request, they can ask for the dispute to be resolved through TDS Custodial's dispute resolution process. The parties should, in the first instance, attempt to resolve the dispute directly with each other.

What disputes can TDS Custodial deal with?

- TDS Custodial can only handle disputes relating to the deposit.
- The adjudicator cannot make an award for more than the disputed deposit. If a larger amount is disputed, you may need to go to court.
- We cannot deal with counterclaims by tenants, such as a claim for disrepair. If you are a tenant and wish to bring a counterclaim against your landlord, you will need to go to court.
- TDS Custodial cannot deal with disputes between individual tenants, or between landlords and their agents.

Using the dispute resolution mechanism is not compulsory. Either party may choose to go to court instead. The court order must be sent to TDS Custodial when the outcome is known so that the deposit can be released in accordance with the order. It is essential that the order relates to the deposit and directs TDS Custodial how the deposit should be split.

TDS Custodial operated by
The Dispute Service Limited
PO Box 1255
Hemel Hempstead
Herts HP1 9GN

T: 0300 037 1001
W: custodial.tenancydepositscheme.com
E: info@tenancydepositscheme.com

HOW TO...

RENT

The checklist for
renting in England



Part of the How to Guides series



HM Government

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Please be aware that some advice in this guide may be affected by the latest coronavirus (COVID-19) guidance for renting.

Please refer to guidance for landlords, tenants and local authorities reflecting the current COVID-19 outbreak.

The landlord, or the letting agent, should give the current version of this guide to the tenant when a new assured shorthold tenancy starts. There is no requirement for a landlord to provide the document again if the assured shorthold tenancy is renewed, unless the document has been updated.

Who is this guide for?



This guide is for people who are renting a home privately under an assured shorthold tenancy, either direct from a landlord or through a letting agency. 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 (such as many property guardians – see this specific guidance) – nor tenants where the property is not their main or only home.

December 2020

1. 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 as well as some responsibilities.

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

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 agreeing to before you sign it.

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



2. Before you start

Key questions

- ❑ Is the landlord or letting agent trying to charge any fees?** For example, for holding the property, viewing the property or setting up a tenancy agreement? Since 1 June 2019, most fees charged in connection with a tenancy are banned. A charge to reserve a property is permitted but it must be refundable and it cannot equate to more than 1 weeks' rent. Viewing fees and tenancy set-up fees are not allowed. See '[Permitted fees](#)' below for more details.
- ❑ How much is the deposit?** Since 1 June 2019, there has also been a cap on the deposit that the tenant is required to pay at the start of the tenancy. If the total annual rent is less than £50,000, the maximum deposit is 5 weeks' rent. If the annual rent is £50,000 or above, the maximum deposit is 6 weeks' rent. The deposit must be refundable at the end of the tenancy, usually subject to the rent being paid and the property being returned in good condition, and it must be 'protected' during the tenancy. See '[Deposit protection](#)' below.
- ❑ How long do you want the tenancy for?** The landlord must allow you to stay in the property for a minimum of 6 months. Most landlords offer tenancies for a fixed term of 6 or 12 months. However, it is possible to negotiate a longer tenancy. Alternatively, you could agree to a tenancy which rolls over on a weekly or monthly basis. These tenancies have no fixed end date, but the landlord must allow you to stay in the property for at least 6 months.
- ❑ 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).
- ❑ Are you are entitled to Housing Benefit or Universal Credit?** If so, you may get help with all or part of your rent. If you are renting from a private landlord you may 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?** Landlords in England must check that all people aged 18 or over, living in their property as their only or main home have the right to rent. Landlords must carry out this check before the start date of your tenancy agreement. There are two types of right to rent checks; a manual document-based check or a check via the Home Office online checking service. Your landlord can't insist which option you choose but not everyone can use the online service.

Further information on how to prove your right to rent to a landlord can be found on [GOV.UK](#).
- ❑ Will you need a rent guarantor?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, you can ask [Shelter](#) for advice.

Ways to rent a property

Direct from the landlord

- ❑ Look for landlords who belong to an accreditation scheme. Accreditation schemes provide training and support to landlords in fulfilling their legal and ethical responsibilities. Your local authority can advise you about accreditation schemes operating in your area. The National Residential Landlords Association and the Guild of Residential Landlords run national schemes.

Through a letting agent

- ❑ Letting agents must be a member of a redress scheme. You should check which independent redress scheme the agent is a member of in case you have an unresolved dispute.
- ❑ If they receive money from you such as rent payments, you should also check they are a member of a client money protection scheme. See a list of approved schemes. By law, this information should also be clearly visible to you at the agent's premises and on their website.
- ❑ Reputable agents are often accredited through a professional body such as ARLA Propertymark, GPP, Safeagent, RICS or UKALA.



Watch out for scams!

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



3. Looking for your new home

Things to check

- Deposit cap.** Check that the tenancy deposit you're being asked for is not more than 5 weeks' worth of rent (where annual rent is less than £50,000) or 6 weeks' rent (where annual rent is more than £50,000).
- 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.
- You may be offered a deposit replacement product as an alternative to a cash deposit.** A landlord or agent cannot require you to use a deposit replacement product but may allow it as an option without breaking the Tenant Fees Act. There are several different deposit replacement products available on the market. Depending on the product, you may be required to pay a non-refundable fee up-front (often equivalent to one week's rent) and/or a monthly payment for the duration of your tenancy. With most products you will still be responsible for the costs of any damages incurred at the end of the tenancy or required to pay an excess on any claim for damages or unpaid rent. It is strongly advised to always check the terms and conditions and to see if it is regulated by the [Financial Conduct Authority \(FCA\)](#).
- Length of tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, it may be worth asking whether the landlord is willing to agree to a longer fixed period. Alternatively, you may be offered a weekly or monthly assured shorthold tenancy which does not last for a fixed period. Even with those tenancies, however, the landlord must allow you to stay in the property for a minimum of 6 months.
- 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.** Landlords must have **at least** one smoke alarm installed on every storey of a property they let out. In addition, if you have solid fuel appliances like wood burning stoves or open fires, check carbon monoxide detectors must be 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.
- Fitness for human habitation.** Your property must be safe, healthy and free from things that could cause serious harm. If not, you can take your landlord to court. For more information, see the [tenants' guide on using the Homes \(Fitness for Human Habitation\) Act 2018](#). You should also check whether your 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

Make sure you have the name of your landlord and an address in England or Wales where the landlord will accept service of notices, in writing. Landlords are obliged to provide you with this information and the rent is not 'lawfully due' until they do so.

If the property is a flat, ask whether the landlord is the owner or leaseholder of the flat, and ask whether the freeholder, for example the owner of the block, has agreed to the flat being let out. If the landlord has a mortgage ask whether the mortgage company has agreed to the letting. The landlord may not need the freeholder's consent but, if there is a mortgage, the lender's consent will always be needed. Be aware that you may have to leave the property if the landlord does not keep up the mortgage payments.

If the property is a house, ask whether the landlord is the owner, whether the landlord has a mortgage and whether the mortgage company has agreed to the letting. You may have to leave the property if the landlord does not keep up the mortgage payments.

If the 'landlord' is not the property owner – and they claim to be a tenant, a family member or a friend, be very cautious, as it could be an unlawful sub-letting.

Permitted fees

The government's guidance on the Tenant Fees Act contains information about the fees that letting agents and landlords are prohibited to charge tenants, as well as the fees that are permitted.

Permitted fees are as follows:

- rent
- a refundable tenancy deposit capped at no more than 5 weeks' rent where the total annual rent is less than £50,000, or 6 weeks' rent where the total annual rent is £50,000 or above
- a refundable holding deposit (to reserve a property) capped at no more than 1 week's rent
- payments associated with early termination of the tenancy, when requested by the tenant
- payments capped at £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation of a tenancy
- payments in respect of utilities, communication services, TV licence and Council Tax
- a default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement

All other fees, including the following, are banned:

- viewing fees, any charge for viewing the property
- tenancy set up fees, any charge for setting up the tenancy or contracts
- check out fees, any charge for leaving the property
- third party fees, any charge for anything that is done by someone other than the landlord or tenant but that the landlord must pay for

Licensing requirements

Houses in Multiple Occupation (HMOs)

HMOs are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

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

Selective Licensing

Some single family dwellings may also need to be licensed. Check with your local authority whether the house is within a selective licensing scheme area. Selective licensing enables a local housing authority to require all landlords of privately rented housing in a designated area to obtain a licence for each individual property. It gives the local housing authority powers to inspect properties and enforce standards to address specific property issues.



4. 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 before you sign it. The landlord or agent usually provides one, but you can ask the landlord or agent to consider using a different version instead. The government has published a [model tenancy agreement](#) which can be downloaded for free. If you have any concerns about the agreement, seek [advice](#) before you sign. If you are unhappy with the tenancy agreement, the Tenant Fees Act allows tenants to walk away from unfair terms without forfeiting the holding deposit.
- Meter readings.** Remember to take meter readings when you move in. Take a photo showing the meter reading and the date and time, if possible. 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.** Ask whether your landlord or agent has signed a code of practice, which may give you additional assurance about their conduct and practices.
- 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. From 1 June 2019, landlords/letting agents cannot charge certain fees – see the government's [guidance](#) for more information.



The landlord must provide you with:

- A copy of this guide 'How to rent: the checklist for renting in England' when a new tenancy starts as a printed copy or, if you agree, via email as a PDF attachment.
- A gas safety certificate. The landlord must provide you with a copy of this certificate before you enter into occupation of the property and must give you a copy of the new certificate after each annual gas safety check, if there is a gas installation or appliance.
- Deposit paperwork. If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you 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 (EPC). Your landlord must provide you with a copy of the EPC, which contains the energy performance rating of the property you are renting, free of charge at the onset of your tenancy. As of April 2020, all privately rented properties must have an energy performance rating of EPC Band E or above (unless a valid exemption applies) prior to being let out. You can also search online for the EPC and check its rating on <https://www.epcregister.com/>.

The landlord should also provide you with:

- A record of any electrical inspections.
- Under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, landlords have to get their property electrics checked at least every five years by a properly qualified person. This applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021. The electrics must be safe and your landlord must give you proof of this. For more information please see our [guidance on electrical safety standards in the private rented sector](#).
- 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.

5. Living in your rented home

The tenant must...

- Pay the rent on time.** If your rent is more than 14 days late, you could be liable for a default fee. A default fee for late payment of rent is limited by the Tenant Fees Act to interest on the outstanding amount, capped at 3% above Bank of England base rates. The landlord/agent cannot charge any other fees. For more information, please read the [Government's guidance for tenants on the Tenant Fees Act 2019](#). Further, you could lose your home because you have breached 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.** Anti-social behaviour may be a reason for your landlord to evict you.
- Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

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. If you think there are any repairs that are needed, you should report these to your landlord. Failure to report the need for repairs could be a breach of your tenancy agreement. In extreme circumstances there may be a risk to your deposit if a minor repair turns into a major problem because you did not [report it](#).
- Consider obtaining insurance for your contents and belongings – the landlord will usually have insurance for the property but it will not cover anything that belongs to you.
- Consider if having a smart meter installed would save you money, if you are responsible for paying the energy bills. Read guidance about your rights and information about how to get a smart meter. We'd recommend that you tell your landlord before you get one.
- And don't forget to [register to vote](#).



The landlord must...

- Maintain the structure** and exterior of the property.
- Ensure the property is free from serious hazards** from the start of and throughout your tenancy.
- 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).
- Arrange a five-yearly electrical safety check** by a qualified and competent person (this applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021).

- Seek your permission to access your home and give at least 24 hours' notice of proposed visits** for things like repairs and those visits should take place at reasonable times – neither the landlord nor the letting agent is entitled to enter your home without your express permission.
- 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).

The landlord should...

- Insure the building to cover the costs of any damage from flood or fire.
- Check regularly to ensure all that products, fixtures and fittings provided are safe and that there haven't been any product recalls. Help is available at the Royal Society for the Prevention of Accidents (ROSPA), Trading Standards and the Child Accident Prevention Trust.
- Ensure blinds are safe by design and they do not have looped cords. This is especially important in a child's bedroom. More information can be found at <https://www.rospa.com/campaigns-fundraising/current/blind-cord>.



6. 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?

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](#).

The deposit cap introduced by the Tenant Fees Act 2019 means you may be entitled to a partial refund of your tenancy deposit. The [government's guidance](#) on the Act explains whether this affects you.

If you or the landlord want to end the tenancy

The government has announced that it plans to put an end to 'no fault' section 21 evictions by changing existing legislation. Landlords will still be able to issue you with a section 21 possession notice until new legislation comes into effect. If you receive a section 21 notice from your landlord, seek advice from [Shelter](#) or [Citizens Advice](#). If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

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, and they can only legally remove you from your home with a court order. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given you the correct period of notice, which varies depending on the type of tenancy and the reason your landlord wants you to leave.

If you have been served with a notice that your landlord wants you to leave, you should read it at once. The notice should contain helpful information. Acting on it straight away may, in certain circumstances, allow you to keep your home. If you are unsure how to respond or worried that you will become homeless, you should access advice and support as soon as possible, for example through contacting [Citizens Advice](#) and/or [Shelter](#), who can provide free, expert advice on your individual circumstances. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

For more information about your rights and responsibilities when your landlord wants you to leave your home, see [Understanding the possession action process: A guide for private landlords in England and Wales](#).

If you want to end the tenancy

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. If you want to leave the property, you must give notice to your landlord in writing – make sure you keep a copy of the document and a record of when it was sent. Please see 'If things go wrong' below if you wish to leave sooner than the notice period set out in the tenancy agreement.

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, dispose of rubbish and take meter readings. Try to leave the property in the same condition that you found it in. Check this against your copy of the inventory and take photos that show how you have left the property.

Dispose of any unwanted furniture via a local collection service.

Return the keys

Return all sets of keys that were provided. If you do not, the landlord may charge you for changing the locks.

Inspection

Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage. If you do not agree with proposed deductions contact the relevant deposit protection scheme.



7. If things go wrong

Most problems can be resolved quickly and easily by talking to your landlord or letting agent.

There are often legal protections in place too 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 wish to leave the property within the fixed term, or more quickly than permitted in the tenancy agreement** you should discuss this with your landlord. If your landlord or letting agent agrees to end the tenancy early, you should make sure that this is clearly set out in writing and that you return all your sets of keys. If you do not, your landlord may make a court claim against you, to obtain possession of the property. You could be charged if you want to end the tenancy early, although this fee must not exceed the loss incurred by the landlord or the reasonable costs to your letting agent if you are renting through them. Unless or until a suitable replacement tenant is found, you will be liable for rent until your fixed-term agreement has ended or, in the case of a statutory periodic tenancy, until the required notice period under your tenancy agreement has expired. The government's guidance on the [Tenant Fees Act](#) contains more information.
- ❑ **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. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice. 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. You can also report this to your local Trading Standards.
- ❑ **You may be able to take your landlord to court yourself** if you think the property is not fit for habitation, under the [Homes \(Fitness for Human Habitation\) Act 2018](#). The court can make the landlord carry out repairs and can also make the landlord pay you compensation. You may also be able to take your landlord to court if they do not carry out some repairs. For more information, please see the [Shelter advice](#) on section 11 of the Landlord and Tenant Act 1985.
- ❑ **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 [may not be able to evict you](#) with a section 21 notice (no fault eviction) for 6 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.** Depending on the notice, 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 from managing and/or letting out property if they are convicted of certain offences. If a landlord or property agent receives a banning order, they will be added to the Database of Rogue Landlords and Property Agents. There is a specific process for this, which can be found [here](#).

- ❑ **If a landlord or letting agent charges you a prohibited payment** (a banned fee according to the Tenant Fees Act 2019) or unlawfully retains a holding deposit they could be liable for a fine of up to £5,000 and if there are multiple breaches they could be liable for a fine up to £30,000 as an alternative to prosecution. Local authorities are responsible for issuing these fines. Landlords or letting agents cannot rely on giving notice under section 21 to obtain a possession order if they have not repaid any unlawful fees or deposits they have charged under the terms of the Act.
- ❑ **If your landlord is making unannounced visits or harassing you** – contact your local authority, or if more urgent dial 999.
- ❑ **If you are being forced out illegally** contact your local authority. Shelter and Civil Legal Advice (see Help and Advice below) may also be able to help you. 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 if your landlord has a court order for possession and a warrant is executed by court bailiffs or sheriffs.
- ❑ 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. The local authority should not wait until you are evicted before taking action to help you.

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

Protection from eviction

Landlords must follow strict procedures if they want you to leave your home. They may be guilty of harassing or illegally evicting you if they do not follow the correct procedures.

Landlords must provide you with the correct notice period and they can only legally remove you from your home by obtaining a court order for possession and arranging for a warrant to be executed by court bailiffs or sheriffs. See Understanding the possession action process: A guide for private residential tenants in England and Wales.

Rent Repayment Orders

Rent Repayment Orders require a landlord to repay a specified amount of rent to a tenant and/or a local authority, where there has been, for example, an illegal eviction or failure to licence a property that requires licensing.

Rent Repayment Orders also cover breach of a banning order or failure to comply with certain statutory notices. Where a Rent Repayment Order is made, local authorities may retain the money if the tenant's rent was paid by state benefits. Where a tenant has paid rent themselves, the money is returned to them. If benefits covered part of the rent, the amount is paid back pro-rata to the local authority and the tenant.

If you are reading a print version of this guide and need more information on the links, please contact us or on 0303 444 0000 or at 2 Marsham Street, London, SW1P 4DF.

8. Further sources of information

Read further information about [landlords' and tenants' rights and responsibilities](#).

Read the government's [guidance on the Tenant Fees Act](#). This includes:

- what the Tenant Fees Act covers**
- when it applies and how it will affect you**
- helpful Q&A**

Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-approved tenancy deposit scheme.

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

Client money protection schemes

Your agent must protect money such as rent payments through membership of a government approved client [money protection scheme](#).

Letting agent redress schemes

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

- [The Property Ombudsman](#)
- [Property Redress Scheme](#)

Homes (Fitness for Human Habitation) Act 2018

[Guide for tenants](#)

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.
- [Civil Legal Advice](#) – if you are eligible for legal aid, you can access free and confidential advice.
- [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.

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.

The government's [How to buy a home](#) guide provides information to home buyers.

The government's [How to sell a home](#) guide provides information to those looking to sell their home.



BANK STANDING ORDER MANDATE –
[[StandingOrderMandate.Tenant.Name]]

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 **returned to their Bank**. Alternately, this can be set up **via Online Banking**.

To: (Please insert full bank address including POSTCODE)

[[StandingOrderMandate.Tenant.Bank.Name]] **BANK PLEASE READ**
[[StandingOrderMandate.Tenant.Bank.Address.Address1] **PLEASE AMEND ANY EXISTING INSTRUCTION FROM**
] **THE NEXT PAYMENT WITH THIS REFERENCE AND**
[[StandingOrderMandate.Tenant.Bank.Address.Address2] **DATE RANGE TO THIS BENEFICIARY**
] **(PLEASE ENSURE THAT THERE IS ONLY ONE ACTIVE STANDING**
[[StandingOrderMandate.Tenant.Bank.Address.Address3] **ORDER)**
]
[[StandingOrderMandate.Tenant.Bank.Address.Address4]
]
[[StandingOrderMandate.Tenant.Bank.Address.Postcode]
]

ACCOUNT TO BE DEBITED

SORT
CODE: [[StandingOrderMandate.Tenant.Bank.SortCode]]

ACCOUNT
NUMBER: [[StandingOrderMandate.Tenant.Bank.Account
Num]]

ACCOUNT
NAME: [[StandingOrderMandate.Tenant.Bank.AccountNa
me]]

ROLL NO: (Building Societies ONLY)

BENEFICIARY DETAILS

BANK: [[StandingOrderMandate.Beneficiary.Bank.Name]]

BRANCH DETAILS: [[StandingOrderMandate.Beneficiary.Bank.Address:
[[StandingOrderMandate.Beneficiary.Bank.Address.Postcode]]

SORT CODE: [[StandingOrderMandate.Beneficiary.Bank.SortCode]]

ACCOUNT NUMBER: [[StandingOrderMandate.Beneficiary.Bank.Acco

ACCOUNT NAME: [[StandingOrderMandate.Beneficiary.Bank.Accoun

REFERENCE:
[[StandingOrderMandate.Property.HouseNumber]]
[[StandingOrderMandate.Property.Street]]

Bank - please reference each STO with the house reference

PAYMENT DETAILS

- [[StandingOrderMandate.PaymentDetailsList.PaymentDetailsListItem]]

CUSTOMER
SIGNATURE:

X

Date:

CUSTOMER CONTACT TELEPHONE NUMBER(S): [[StandingOrderMandate.Tenant.MobilePhone]]