



**Sample  
Copy**

**INFORM**

This is an Ass  
the Housing A

mended by

Before you sig  
and rights of both the landlord and the tenant.

sponsibilities

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


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

This agreement is only for use in England and Wales.

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

## DEFINITIONS

“**Administration Costs**” means the costs and charges associated with the setting up and running of the Tenancy, including the costs of checking the Property at the end of the Tenancy. “**Cleared funds**” means cash or a direct debit payment or standing order payment (subject to the previous written agreement of the Landlord) the date on which a cheque presented to a bank or building society for payment is honoured by payment on that cheque to the Landlord. For the avoidance of doubt, if a sum is to be paid in cleared funds by a certain date a cheque provided on that date will not be sufficient to meet this obligation. What about credit cards and internet banking?

- “**Deposit**” means the sum of money deposited with the Landlord in accordance with the terms of the Agreement.  use 2 of this
- “**Deposit**” means the sum of money deposited with the Landlord in accordance with the terms of the Agreement. holds the
- “**Fixture**” means any item attached to the Property, such as a floor, ceiling, or effects, which is intended to remain permanently attached to the Property.
- “**Head Landlord**” means the person who is the superior landlord of the Property and who is bound to the Tenant if the Tenant is a tenant of the Property.
- “**ICE**” means the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or after the check in report of the Inventory and Schedule of Condition has been prepared.
- “**Inventor**” means the person who is responsible for the Inventory and Schedule of Condition, which shall include the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or after the check in report of the Inventory and Schedule of Condition has been prepared.
- “**Joint and several**” means that if the Tenant includes more than one person, each individual is liable for all the Tenant’s responsibilities and obligations under the Tenancy individually until all rent and other costs are paid in full and as a group the persons forming the Tenant will be jointly liable with the others until all rent and other costs are paid in full.
- “**Landlord**” means all those people listed on page 4 of this Agreement as being the joint or sole landlord of the Property, and their successors in title from time to time.
- “**Landlord’s Agent**” means any person authorised by the Landlord to act on the Landlord’s behalf from time to time in relation to the Tenancy; a Landlord’s letting Agent or a solicitor, for example. If the Landlord appoints another agent or agents, their identity and address will be notified to the Tenant promptly in writing and any changes will be notified to the Tenant in good time.
- “**Property**” means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.
- “**Relevant Person**” means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- “**Stakeholder**” means that at the end of the Tenancy deductions can only be made from the Deposit with consent, preferably in writing, from both parties, or from the court, or an adjudication decision from TDS.
- “**Superior Landlord**” means the person for the time being who owns the interest in the building of which the Property forms part which gives him the right to possession of the Property at the end of the Landlord’s lease of the Property.
- “**TDS**” means the Tenancy Deposit Scheme which is operated by The Dispute Service whose details are shown in the Tenancy Agreement.

- “**Tenant**” means all those persons listed on page 4 of this Agreement as being joint and several Tenants of the Property and any other person in whom the Tenancy is vested from time to time.
- “**Term**” or “**Tenancy**” means any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- References to the masculine gender in this Agreement will include the feminine and to the singular will include the plural.
- This Agreement is subject to the jurisdiction of the courts in England and Wales.
- The basic terms of the tenancy are set out in Schedule 1 and referred to in the Agreement.



**Mandatory Conditions**

**Ground 2:** at the time the tenant lives there and is liable for mortgage payments;

**Ground 8:** because of the court proceedings (b) at least two months or three months in arrears if Rent is not paid;

**Discretionary Conditions**

**Ground 10:** because of the court proceedings;

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

**Ground 12:** the tenant is in breach of one or more of the obligations under the Tenancy Agreement;

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

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

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

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

There are a series of Schedules attached to this Agreement.

**Schedule A**

Prescribed information.

**Schedule B**

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

**Schedule C**

If the Landlord’s own title to the Property is leasehold and not freehold, the Landlord will himself be a tenant under a “Superior Lease” and there will be a “Superior Landlord”.

Where the Tenant’s obligations under the Superior Lease are passed on to the Tenant to be performed by the Tenant during the Tenancy those obligations are set out in full in Schedule C.

**Schedule D**

Gives details to the Tenant of the insurance policy taken out by the Landlord for the Property and the Fixtures and Fittings. The Landlord will inform the Tenant promptly in writing of any alteration in the

identity of the insurer and/or of any new insurance policy and/or of any revision in the terms of the insurance policy.

**THE MAIN TERMS OF THE AGREEMENT**

- **Date**

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

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- **The Landlord**

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

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- **The Tenant**

Insert the full names and present addresses of the Tenant. If necessary, attach a continuation sheet setting out the full names and addresses of the Tenant forming the Tenant.

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- **The Property**

Insert the full particulars of the Property to be let under the Agreement. If necessary, attach a continuation sheet setting out in detail including the full particulars of the Property to be let under the Agreement.



Property that is to be or not to be included within the Tenancy so that there can be no doubt as to exactly what is or is not to be let to the Tenant under the Agreement.

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- The Property contains furniture, fixtures, contents, and effects (“Fixtures and Fittings”) which are specified together with a description of their condition in Schedule B being the Inventory and Schedule of Condition attached at the end of this Agreement.

- **The Term of the Tenancy.**

Insert the length of the Tenancy, for example six months or any greater or lesser period ; and the calendar dates on which the Tenancy is to start and is to end. (With a break option IF SHOWN ON TERM means that the tenant can break the agreement giving one/two months clear rental months notice, and the landlord can break the agreement giving a notice of possession giving two clear rental months notice.)

<b>Term</b>			
<b>From and including</b>			
<b>To and including</b>			

- **The Rent Payable,**  
Insert the amount of the Rent payable and delete as necessary to show how often that Rent is to be paid and whether it includes or excludes water rates.

£
<i>Monthly</i>
EXCLUDING WATER RATES, SEWERAGE, ENVIRONMENTAL CHARGES RATES / ELECTRIC / GAS/ COUNCIL TAX/ TENANTS CONTENTS INSURANCE/ TV LICENCE / SEPTIC TANK CHARGES

- **The**  
Insert the amount of the Rent payable and delete as necessary to show how often that Rent is to be paid and whether it includes or excludes water rates.



until further notice in the
<u>advance</u> on
.....
Payable by Tenant by Standing Order to Barclays Bank, Account Number 123456789, Feltham & Feltham Ilp.

- **The**

**Insert sum**

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

<b>Initial Rent for the period from [            ] to [            ]</b>	£
<b>Administration Costs</b>	£250.00
VAT 17.5%	£ 43.75
<b>Other costs*</b>	£
<b>Deposit</b>	£
<b>(The Deposit is held by us in a Barclays Bank Client Account and all tenants should take this into account on their guaranteed individual amount of compensation level payable by banks at the current time.)</b>	

\*A full explanation to be included as to the nature and amount of such costs.  
VAT applied where applicable VAT No. 912 7091 39

**2. The Deposit**

2(a) The Tenant agrees to pay to the Landlord's Agent the Deposit on the signing of this Agreement.

- 2(b) The Deposit paid by the Tenant is held as security for the performance of the Tenant's promises and obligations under the Agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this Agreement.
- 2(c) During the Tenancy the Deposit is held by the Landlord's Agent as Stakeholder which means that no deduction can be made from the Deposit without the written consent of both the Landlord and the Tenant. The Landlord's Agent is a member of the Tenancy Deposit Scheme.
- 2(d) Any interest earned will belong to Any interest earned will belong to the agent to go towards charges & registration



- 2(e) The l  
 2(e)(1) and Fittings or for or allowance for encement of the  
 2(e)(2) missi fair w Tenat  
 2(e)(3) rectifying or Tenancy and Fittings; any y if in breach of m unless the n is clawed back  
 2(e)(4) reme Agre costs this / termi by the local authority from the Landlord or the Landlord's Agent.

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

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

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

- 2(f) The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this Agreement, whether expressly set out in this Agreement or implied as part of the Agreement.
- 2(g) After the end of the Tenancy the Landlord's Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within 20 working days\* of the end of the Tenancy or any extension of it. If there is more than one person forming the Tenant, the Landlord or the Landlord's Agent may, with the written consent of the Tenant, return the Deposit by cheque to any one person forming the Tenant at his last known address.
- 2(h) If the amount of monies that the Landlord or the Landlord's Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Landlord's Agent may require the Tenant to pay that additional sum to the Landlord or the Landlord's Agent within 14 days of the Tenant receiving that request in writing.
- 2(i) The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Landlord's Agent, holds the Deposit or any part of it.
- 2(j) The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd

PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN

phone 0845 226 7837  
web www.thedisputeservice.co.uk  
email deposits@tds.gb.com  
fax 01442 253193

**At the end of the Tenancy**

- 2(k) The Agent must tell the Tenant within 10\* working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 2(l) If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10\* working days of the end of the Tenancy. If there is a dispute the Agent will attempt to resolve the dispute. If the dispute is not resolved the matter will be referred to the County Court.
- 2(m) The Tenant's liability for any deductions from the Deposit will be determined by the rules of the Tenancy Agreement. If there is a dispute the matter will be referred to the County Court.
- 2(n) If, after 10\* working days of the end of the Tenancy, a dispute has not been resolved between the Tenant and the Agent, the matter will be referred to the County Court.
- 2(o) The statutory provisions relating to the Deposit will remain unaffected.



At the end of tenancy when notice is given by the tenant we will write to you to remind you to return the property back in the condition found. so that it is ready to let, & inform you that a check out charge is payable this can be deducted from the deposit of £50 plus VAT, this is to cover taking back the keys, initial checks, and meter readings, and closing down of accounts with utility companies, so closing bills can be sent to the address given by your self, we then write to the landlord to release the deposit or to notify of any problems that may have occurred if any problems with the property we then write to the tenant to notify of problems and costs.

There is a charge applicable at the end of the tenancy to cover the inventory check out charge the charge for this is £35 plus VAT for one bedroom, £45.00 plus VAT for two bedrooms, £60 plus VAT for three bedrooms, £70 plus VAT for four bedrooms, £80 plus VAT for five bedrooms, £100 plus VAT for six bedrooms for unfurnished properties and there is an additional £10 plus VAT per room for fully furnished properties.

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\* **These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.**

### **3. The Tenant's Obligations**

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

**The Tenant promises the Landlord as follows:**

#### **3(a) Rent**

- (i) To pay the Rent in cleared funds in advance by the Rent Due Date specified on page 7 of this Agreement in the manner specified by the Landlord in writing, if any.
- (ii) To pay interest on any payment of Rent not made as set out in the Main Terms of the Tenancy Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.
- (iii) Any person other than the Tenant who pays the Rent (or any part of the Rent) shall be deemed to have made payment as the agent for and on behalf of the Tenant and not on his own behalf.

#### **3(b) Administration**

To pay:

- (i) ... (including any interest payable to the Tenant) for ...
- (ii) ... (including any interest payable to the Tenant) of fittings as detailed in Schedule 1, the reasonable costs of repairs, the responsibility of the Tenant ...
- (iii) ...; this Agreement (if ...)
- (iv) Any costs incurred by the Landlord or the Landlord's Agent if any cheque is dishonoured or any standing order recalled.
- (v) Any administration costs incurred by the Landlord's Agent in sending letters to the Tenant concerning the late payment of Rent.
- (vi) Any bank charges incurred by the Landlord or the Landlord's Agent if a cheque from the Tenant is dishonoured by the Tenant's bank or building society may be deducted from the Deposit if the charges have not previously been paid by the Tenant to the Landlord during the course of the Tenancy.
- (vii) Any administration costs not paid by any assignee if the Landlord agrees to an assignment which are incurred by the Landlord's Agent following the early ending of the Tenancy by the Tenant will be deducted from the Deposit.
- (viii) To pay the reasonable costs of any damage caused by the negligence or misuse of the Property or the Fixtures and Fittings by the Tenant, the Tenant's family or the Tenant's visitors and ...



may be held liable to pay the reasonable costs incurred by the Landlord rectifying any damage or lack of repair

- (ix) Approx £250.00 plus VAT Administration costs are charged by Feltham & Feltham llp this is cover all costs including referencing for one person, further reference charges may be applicable this is payable by the tenant before moving in the property. Charges to the landlord are by prior agreement with the landlord and signed by the landlord before undertaking letting the property, this is deducted off the balance of the first months rent.

After the first four month rental period the agents will write to you to offer a renewal of the agreement after an inspection of the property, and then an inspection of the property will be carried out periodically every six months and a renewal will be offered upon the landlords approval with or without a break option. The charge for this each time is £65.00 plus VAT to cover administration costs. PLEASE COMPLETE AND RETURN THIS form ASAP and if wishing to terminate the agreement please put in Writing to Feltham & Feltham Letting Agents  
RENEWAL PA  
PROCEED WITH

If Feltham & Feltham pay our reasonable reminder. If any deduct the fee of tenancy to cover

Re-Letting

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The erection of the Landlord's estate agent's board at the property advertising the property for sale or rent.



PLEASE SEND WISH TO

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The use of management keys.

If the Landlord or the Landlord's Agent hold keys to the Property then in the event of any appointment not being easily agreed, the Landlord or the Landlord's Agent with or without workmen may gain access to the Property using the keys if that arrangement is formally agreed in advance with the Tenant.

Notice Required to Vacate the Property.

Written one/two months clear rental notice signed by all parties is required to vacate the property on an agreement that has a break option or to end an Assured Shorthold Tenancy Agreement sent to Feltham & Feltham llp, Sandle Manor Farm, Sandleheath, Fordingbridge, Hants SP6 1DT check out charges are shown in the Deposit section of this tenancy agreement, if your circumstances should change and you wish to surrender your assured short hold tenancy we can sometimes offer a get out. This is only when all parties agree and a new tenancy is found and signed to a new assured shorthold tenancy agreement. The charges for

this is one months rental and any days lost in change over to cover all costs of finding a new tenant.

3(c) Services

- (x) To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Property that the Tenancy has started.
- (xi) To apply for the accounts for the provision of those services at the start of the Tenancy to be put into the name of the Tenant and to maintain all these services for the total length of the Tenancy paying all standard charges and all charges for the consumption of these services.
- (xii) To pay for all services to the Property: The gas, electricity, water rates including sewerage and environmental services (if applicable and if not included in the Rent) council tax (or any other council tax) and satellite or cable
- (xiii) To pay time and to pay to including any arrears of anything done or not
- (xiv) ; relating to the supply re-payment meter.
- (xv) t the Property, without mission not to be address and account ly after any transfer
- (xvi) To pay for all charges associated with any change of supplier and the transfer back to the original supplier at the end of or earlier termination of the Tenancy
- (xvii) To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property.
- (xviii) To pay promptly all correct accounts for these services at the end of the Tenancy following final readings and billings. This includes the installation of any pre-payment meter.



3(d) Correspondence

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

3(e) The Manner of Use of the Property

- (iii) To use the Property only as a private residence for the occupation of the Tenant and his immediate family.

- (iv) To agree that the Property is let on the condition that they are occupied by no more than four occupiers including children unless those occupiers form a single family group. If the Tenant wishes to have more than four occupiers from more than one family group within the Property the Tenant must gain the Landlord's written consent. If there are more than 4 occupiers not in a single family group residing in the Property without the Landlord's consent then the Landlord will seek a Court Order for possession of the Property as the Landlord may be in breach of his statutory obligations.
- (v) To use and look after the Property in a proper manner throughout the Tenancy.
- (vi) To agree that any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.

(vii) To be responsible for the Tenant if

(viii) To protect and Fittings and Term of 1 To avoid

- fair conduct of
- Any damage appropriate family or at the date
- Repairs that are the responsibility of the Landlord.



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- (iii) Not to compromise or invalidate or do anything which might adversely affect the Landlord's insurance policy or any insurance policy on the Property or to cause the premiums to be increased.
- (iv) To replace glass broken by the Tenant, the Tenant's family or guests promptly with the same quality glass in a proper and workmanlike manner after damage has occurred.
- (v) To replace light bulbs, florescent tubes, fuses and batteries that fail during the course of the Tenancy at the Tenant's expense.
- (vi) To notify the Landlord or the Landlord's Agent promptly of any electrical problems with wiring, plugs, or appliances.
- (vii) To notify the Landlord or the Landlord's Agent promptly in the event of any loss or damage to the Property by fire, theft, impact, or any other event.
- (viii) To look after the Fixtures and Fittings in or on the Property as shown at Schedule B to this Agreement and to protect them from destruction or damage.
- (ix) To pay for any repair that may be necessary or the replacement of any article with a matching article of a similar kind and of equal value if the Property or any Fixtures and Fittings are destroyed or damaged during the Tenancy due to the negligence or misuse of the Tenant, his family or visitors. This obligation excludes liability for:
  - (1) Fair wear and tear; and
  - (2) Any insured risks of the Landlord; or

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

- (x) 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.
- (xi) To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
- (xii) To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- (xiii) To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- (xiv) To take all reasonable precautions to ensure that the Property is adequately ventilated and heated to prevent the growth of mould.
- (xv) To clear or pay for the clearing of gutters, down-pipes and drains, and to ensure that the Property is not damaged by the negligence of the Tenant.
- (xvi) To return the Property to the same state and condition as at the start of the Tenancy and to replace any fixtures and fittings that have been damaged or replaced.
- (xvii) To leave the Property in the same condition as at the start of the Tenancy and to ensure that the Property is ready for occupation in the Condition prepared for occupation.
- (xviii) Not to register a company at the address of the Property.
- (xix) Not to run a business solely from the Property.
- (xx) Not to use the Property for any illegal purpose.
- (xxi) Not to hold or allow any sale by auction at the Property.
- (xxii) Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- (xxiii) Not to use the Property or allow others to use the Property in a way which causes a nuisance or annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.
- (xxiv) Not to decorate or make any alterations or additions to or in the Property without the prior consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.
- (xxv) Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property which could reasonably lead to damage to the Fixtures and Fittings; or to the deterioration of the Fixtures and Fittings more quickly than if they had remained in the same location as at the beginning of the Tenancy.



- (xxvi) Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign, flags, placards boards or any other item on or in the Property without the prior consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.
- (xxvii) To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of the Tenancy Agreement.
- (xxviii) Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use.
- (xxix) Not to hang any posters, pictures flags, placards or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.
- (xxx) To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks.
- (xxxi) Not to hang or display in or around the Property any clothes or washing of any description except in areas designated for this purpose. The Landlord will ensure an appropriate drying area is available within the Property and notify the tenant accordingly as the drying of wet clothes may cause damage or condensation to the Property.
- (xxxii) Not to obscure the windows or doors of the Property with any material other than domestic curtains and blinds (dependant on the type of window or door).
- (xxxiii) To leave the Fixtures and Fittings in the Property in the same condition as they were positioned at the start of the tenancy or as they were in the Condition prepared for occupation by the tenant.
- (xxxiv) Not to use open flames or candles in the Property without the prior consent of the Landlord or the Landlord's Agent.
- (xxxv) To promptly report any damage to the Property and to the Landlord or the Landlord's Agent as necessary to prevent further damage to the Property.
- (xxxvi) Not to commit any offence under the Fire Act 1971 by placing or leaving any hot objects on or near any furniture or fixtures in the Property.
- (xxxvii) To prevent or stop any water from overflowing from any sink, bath, shower, or other fixture, 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.



(xxxviii) **All electrical appliances come with no warranty on them and all repairs are the responsibility of the tenant.** The electrical appliances may not be replaced when they are not repairable, all sockets TV points, Satellite points and telephone points that are in the property are not to be taken that they are fully working and if not working the landlord will have the decision if they wish to rectify. Due to new regulations the BT line connection to the property, and the TV aerial connection to the property the landlord is not responsible for connection it is the responsibility of the tenants if they so wish to connect these services., and all electrical sockets are safe or to be disconnected and blanked by a qualified electrician.

3(f) The Garden

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

3(g) Storage

- i) Not to deposit or store any materials or other receptacle set aside
- ii) Not to keep combustible materials or other at the Property. W naked flames which
- (i) 3(h) Insurance Not the the Landlord's insurance is to be increased.
- (ii) To pay to the Landlord's Agent the insurance premium for the property, his family, or visitors.
- (iii) To inform the Landlord's Agent of any damage promptly upon the occurrence of damage coming to the attention of the Tenant.
- (iv) To provide the Landlord or his Agent with details of any loss or damage, to the Property promptly when that loss or damage comes to the attention of the Tenant.



**The Tenant is advised to take out and maintain appropriate insurance on all his own furniture, contents and effects in the Property. THE TENANT IS TO SUPPLY FELTHAM & FELTHAM LLP WITH A CURRENT & UP TO DATE INSURANCE POLICY FOR THEIR CONTENTS**

3(i) Absence from the Property

- i) To formally notify the Landlord or the Landlord's Agent if the Property is to be unoccupied for any period in excess of two weeks so that the Landlord and the Landlord's Agent can consider the insurance, security, and protection issues a period of prolonged absence will raise.

- ii) To comply with any conditions set out in the Landlord's policy for empty Property, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under of this Agreement.

3(j) Cleaning

- (i) To wash, iron and press linen, bedding curtains and net curtains in the Property regularly and at the end of Tenancy.
- (ii) To vacuum and clean all soft furnishings and the Fixtures and Fittings in the Property regularly and at the end of the Tenancy.
- (iii) To clean the inside and outside of the windows of the Property regularly and at the end of the Tenancy, but only in domestic situations where it is reasonable, safe and practical so to do.
- (iv) To clean the Property and the Fixtures and the Fixtures and Fittings regularly and to clean or pay for the professional cleaning of the Property and the Fixtures and Fittings to the same standard as detailed in Schedule B at the end of the Tenancy.
- (v) ALL CLEANING IS TO BE CARRIED OUT TO A PROFESSIONAL STANDARD

3(l) The Check Out

- (vi) To attend the check out of the Property with the Landlord and/or the Landlord's Agent at the end of the tenancy in order to examine the condition and cleanliness of the Property and of all furniture, fixtures, contents and effects listed in Schedule A to this Agreement.

Feltham & Feltham  
 if a Notice of Possession is served on the property falls vacant the property to the independent cleaning company to the work/defects truthfully been brought then work if time out to make the property out through Feltham deposit the tenant on the check out



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There is a charge applicable for this is £35 plus VAT for one bedroom, £45.00 plus VAT for two bedrooms, £60 plus VAT for three bedrooms, £70 plus VAT for four bedrooms, £80 plus VAT for five bedrooms, £100 plus VAT for six bedrooms for unfurnished properties and there is an additional £10 plus VAT per room for fully furnished properties.

3(k) Access and visits

- i) To permit the Landlord, any Superior Landlord, the Landlord's Agent or the Superior Landlord's Agent, with or without workman or professional advisers authorised by the Landlord or the Landlord's Agent to visit, inspect, repair and maintain the Property, to carry out any work required to ensure the Landlord complies with his statutory obligations or to carry out a gas safety check during reasonable hours(except in an emergency) provided the Tenant has been given at least 24 hours written notice in advance of the proposed visit and the Tenant consents to the date and time.



3(n) Nuisance

- (i) Not to cause a nuisance or annoyance to occupiers of adjoining properties.
- (ii) Not to use or play any electrical equipment or musical instrument or practice singing at the Property in a manner which causes annoyance to occupiers of adjoining properties.
- (iii) Not to create any excessive noise clearly audible outside the Property, in particular between 11p.m. and 9a.m (inclusive).
  - (iv) TO CONSIDER ALL NEIGHBOURS WITH REGARDS TO NOISE AND PARKING OF CARS AND NOT TO CAUSE A NUISANCE TO ANYONE OR ALLOW ANYONE TO CAUSE A NUISANCE TO ANYONE.
  - (v) IF RESTRICTONS OR MANAGMENT COVENANTS ARE RELATED TO THE PROPERTY TO ABIDE BY THESE RULES.

(vi) Animals

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3(p) Alterations at

- (i) Not to make any alterations or additions to the Property either internally or externally or erect any new building or structure and not to damage or allow others to damage any walls or timbers in the Property.
- (ii) Not to cause any damage to the decorations and to any internal or external surface of the Property.
- (iii) Not to decorate the Property without the consent of the Landlord which will not be unreasonably withheld.
  - (i) not to fix pictures or posters to any wall by means of additional wall piercing or fixing devices.
  - (ii) Not to use sticky tape or adhesive fixing devices on the internal or external surfaces of the Property (including “White or Blue Tak”) as this may damage the decoration of the Property.

If the Tenant seeks to display material on the walls of the Property using any form of fixing the Tenant must seek the Landlord's or the Landlord's Agent's formal written consent. Such consent will not be unreasonably withheld on terms that the Tenant will be responsible for the costs of putting right any decorations damaged by such additional fixings at the end of the tenancy, alternatively that the Tenant will reimburse the Landlord the reasonable cost of putting right any decorations damaged by such fixings at the end of the tenancy. If permission is sought to decorate the property in any way this must be asked for in writing and the landlord must confirm exact details for which permission is given in writing.

3(q) Car Parking

(i) To park private vehicle(s) only at the Property.

(ii) To park in t

(iii) To park in t

(iv) To keep an  
cleaning of

(v) To remove  
Tenancy.

(vi) Not to park



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3(r) Refuse

(i) To remove  
the Tenancy.

end of

(ii) To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.

(iii) To dispose of all refuse through the services provided by the local authority.

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

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

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

(i) To attend the check out of the Property with the Landlord and/or the Landlord's Agent or inventory clerk at the end of the Tenancy in order to examine the condition and cleanliness of the Property and Fixtures and Fittings detailed in Schedule B to this Agreement.

(ii) To clean or pay for the professional cleaning of the Property and the Fixtures and Fittings together with any blankets, curtains, carpets, linen and other items that have been soiled to the same standard as detailed in Schedule B.

(iii) To return all keys, fobs and other security devices including any additional or duplicate keys cut during the Tenancy to the Landlord or the Landlord's Agent on promptly on the last day or earlier termination of the Tenancy.

- (iv) To replace all items shown in the Inventory and Schedule of Condition shown at Schedule B in their original positions at the start of the Tenancy.
- (v) To remove all the Tenant's belongings, food-stuffs, furniture and furnishings, personal effects and equipment from the Property on or prior to the last day of the Tenancy.
- (vi) To remove all the Tenant's rubbish and refuse and place it in the receptacles provided or make the necessary arrangements at the Tenant's expense to have them removed promptly.
- (vii) To pay or compensate the Landlord for all reasonable removal and/or storage charges, when small items are left in the Property which can be easily moved and stored; and the Landlord removes them and stores them for a maximum of fourteen days at the Tenant's expense. The goods will be deemed to have been abandoned after fourteen days the goods may be disposed of provided they are addressed to the Tenant at the address of any address cleared; and the Tenant is liable for all proceeds or have been made
- (viii) To remain in the Property when bulky items are left in the Property the Tenant is selling or renting or the Agent has written notice to the Tenant
- (ix) To provide a written notice to or at the end of the Tenancy to aid communication between the parties including the return of the Deposit.



(x) The Check Out

To attend the check out of the Property with the Landlord and/or the Landlord's Agent at the end of the tenancy in order to examine the condition and cleanliness of the Property and of all furniture, fixtures, contents and effects listed in Schedule A to this Agreement. Feltham & Feltham Letting Agents will send you a letter when you hand in your notice or if a Notice of Possession is served outlining the condition of the property is to be left in. If the property falls below this standard Feltham & Feltham Letting Agents will call in two independent cleaning companies or builders to quote to bring the property to the reinstate the property to the original condition subject to normal wear and tear for the period. (unless the work/defects left by the tenant come to light when a new tenant moves in and has not truthfully been brought to the attention of Feltham & Feltham Letting Agents by the tenant then work if time or the new tenants residing mean that emergency work has to be carried out to make the property secure or other emergency work as necessary). All work carried out through Feltham & Feltham LLP is invoiced with VAT. If the amount is over the deposit the tenant will be liable for all costs incurred. The property is to be vacated by 1pm on the check out date and must be vacated by this time.

There is a charge applicable at the end of the tenancy to cover the inventory check out charge the charge for this is £35 plus VAT for one bedroom, £45.00 plus VAT for two bedrooms, £60 plus VAT for three bedrooms, £70 plus VAT for four bedrooms, £80 plus VAT for five bedrooms, £100 plus VAT for six bedrooms for unfurnished properties and there is an additional £10 plus VAT per room for fully furnished properties.

**4. Clauses that relate to leasehold property only**

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

- (i) To perform the covenants and conditions and provisions and agreements set out in full in Schedule C to this Agreement
- (ii) To accept the terms of Schedule C to this Agreement as advised to the Tenant by a solicitor or a surveyor
- (iii) Not do or permit any work on the Property without the approval of the Landlord or the Superior Landlord
- (iv) To refer any application for a lease to the Landlord or the Superior Landlord for their approval
- (v) To pay any rent or service charge as required by clause 4(iv) above within the time specified
- (vi) To inform the Landlord promptly of any damage destruction or need for repair to prevent deterioration of the Property or the building of which it forms part as soon as it comes to the attention of the Tenant to enable the Landlord or the Landlord's Agent to inform the Superior Landlord or the Superior Landlord's agent.



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

**5. Individually negotiated clauses**

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

Where one of the standard clauses listed above is to be replaced by an individually negotiated clause, the standard clause should be struck through and initialled by the Landlord and the Tenant for the avoidance of doubt.

- ALL PROPERTIES ARE NO SMOKING. & NO PETS
- 
- ANY ONE OVER THE AGE OF 18 YEARS IS TO BE ENTERED ON THE AGREEMENT.
- 
- NO EXCESSIVE USE OF CANDLES TO BE BURNT THIS AFFECTS THE INSURANCE AND DAMAGES THE PAINTWORK.
- 
- IF A REAL FIRE IS BEING USED CHIMNEY IS TO BE SWEEPED EVERY SIX MONTHS AND AT THE END OF THE TENANCY. (This will be swept at the start of the tenancy)

- IF THE PROPERTY IS SUBJECT TO ANY RESTRICTIONS ON THE USE OF THE PROPERTY THE TENANT MUST COMPLY WITH THEM.

- PLEASE NOTE that all repairs are the responsibility of the tenant when not repairs to the structure of the property. The landlord will be responsible for the BT line to the property and the responsibility for the repairs to the BT line will be the responsibility of the tenant.



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- If a sale arises due to an introduction or associated work made by Feltham & Feltham LLP regardless of time span, regardless if Feltham & Feltham LLP conducts the sale a introduction fee is payable of £250.00 plus VAT
- 
- If the landlord wishes to terminate the agreement with Feltham & Feltham Letting Agents this can be done when the tenants introduced by Feltham & Feltham have vacated the property written notice is need to terminate the agreement at such time.
- 
- All utility companies we will contact with the exception of BT which is the responsibility of the tenant to contact BT and arrange connection if required for the line and payment for this is the tenant's responsibility. Feltham & Feltham LLP are not to be held responsible for notifying utility companies it is the responsibility of the tenant to ensure all utilities are transferred into their name and bills are paid up to date.

**Ending the Tenancy**

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

If the Tenant:

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

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

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

**(1) If unsure of your rights and the applicable statutory provisions, you should seek advice, for example from a solicitor, a Citizens Advice Bureau or a Law Centre.**

**(2) at the date of the Agreement if you are a Tenant or if the Tenant is an Assured or a Tenant in possession of the Property for possession**

**7. The Landlord’s Obligations**

**The Landlord agrees**

- (i) That the Tenancy will not be a tenancy at will or a tenancy at sufferance and that the Landlord will not interfere with the Tenant’s peaceful enjoyment of the Property;
- (ii) To return to the Tenant any period when the Property was inaccessible due to default or misuse by the Tenant and to pay to the Tenant any reasonable costs incurred by the Tenant in connection with such default or misuse;
- (iii) If the Property remains uninhabitable after one month except in case of the negligence or misuse of the Tenant either party may terminate the Tenancy agreement with immediate effect by serving written notice on the other party.
- (iv) If the Landlord holds the Property under a Superior Lease to pay ground rent, and service charges demanded under the Superior Lease and to observe and perform the terms and conditions of the Superior Lease other than those passed on to the Tenant under this Agreement and as specified in Schedule C to this Agreement.
- (v) To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
- (vi) To pay all charges imposed by any Superior Landlord for granting this Tenancy.



- (vii) To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease and to pay all charges imposed by any Superior Landlord for granting this Tenancy.
- (viii) To insure the Property and the Fixtures and Fittings against all normal risks with a reputable insurance company and to maintain the cover at all times during the Tenancy and to provide details to the Tenant of any insurance policy which replaces that described above.
- (ix) To keep in repair and proper working order.
  - (i) The structure and exterior of the Property including drains, gutters and down pipes;
  - (ii) All basins, sinks, baths and other sanitary installations in the Property;
  - (iii) All installations for heating water and space heating in the Property;
  - (iv) Certain installations for the supply of water, gas and electricity
 and to carry out all repairs within a reasonable time of being notified by the Tenant.
- (x) To repay to the Landlord
- (xi) To keep in repair the Landlord the negligence
- 7(b) Ownership &
- (i) To confirm the freehold interest
- (ii) To confirm the title from any Superior Landlord
- (iii) Please note that we are unable to charge for septic tank emptying unless the tank is under a contract to be emptied half annually or annually and a copy of the invoice for us to be able to invoice the tenant, as this can be charged as a utility bill. If the septic is emptied when required this will have to be taken into account when the rent is decided and be included in the rent.
- (iv) TO ENSURE THAT THERE ARE NO OUTSTANDING MORTGAGE/DEBTS AGAINST THE PROPERTY & THAT THE PROPERTY IS INSURED & THAT THE MORTGAGE LENDER HAS BEEN NOTIFIED.
- (v) If the landlord/s are Non Residents it is the landlords Responsibility to obtain a NRLC certificate this can be obtained on line from the Inland Revenue our NRLC Number is NA 39814
- (vi) There Is a New Ruling that apply to all rental property as of the 1<sup>st</sup> October 2008 that all rental property on renewal from that date will require an Energy Performance Certificate (EPC) cost to be £100 plus VAT the certificate lasts for 10 years.
- (vii) If notice is given by the Landlord the check out charge normally payable by the tenant is payable By the landlord this charge is £50 plus VAT.



- (viii) The landlord will be offered the option should they **Wish for a full check out report to be carried out by an independent inventory clerk at the landlords costs that will be notified to the landlord this is to be deducted from the last months rental, Feltham & Feltham LLP do not carry out a full check out report and once the deposit release letter is signed there is no come back on the deposit.**

All Feltham & Feltham LLP charges & invoices have VAT applied where applicable VAT No. 912 7091 39

7(c) Safety Regulations

- (i) All gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record will be given to the Tenant at the start of the Tenancy and annually thereafter
- (ii) All the Fixtures Furniture and
- (iii) All electrical and the Plug
- (iv) Any electric scheme.



7(d) Other Taxes and

- (i) To pay, cover : apart from the
- (ii) If the landlord/s are Non Residents it is the landlords Responsibility to obtain a NRLC certificate this can be obtained on line from the Inland Revenue our NRLC Number is NA 39814
- (iii) To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy. Charged on the start of the tenancy out of the first months rental
- (iv) To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy. Charged on the start of the tenancy out of the first months rent
- (v) **To pay for the cost of checking the Inventory and Schedule of Condition at the termination of the Tenancy.**

The landlord will be offered the option should they **Wish for a full check out report to be carried out by an independent inventory clerk at the landlords costs that will be notified to the landlord this is to be deducted from the last months rental, Feltham & Feltham LLP do not carry out a full check out report and once the deposit release letter is signed there is no come back on the deposit.**

7(e) Possessions and Refuse

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

**Obligations Agreed Between the Two Parties**

**It is agreed between the Landlord and Tenant as follows:**

8(a) Service of Notice

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

In accordance with section 1 of the Interpretation Act 1975, the words "served" and "serving" when used in relation to the serving of notices upon the Tenant shall be construed as if they referred to the delivery of a copy of the notice to the Tenant at the Property address.

FELTHAM & FELT  
STATION ROAD, SA



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

7(b) Data Protection Act 1998

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

7(c) Jurisdiction

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

**Schedule A**

**Inventory and Schedule of Condition**

SEE ATTACHED / OR SEPARATE BOUND INVENTORY/OR AS PER ORIGINAL INVENTORY SIGNED AT START OF ORIGINAL TENANCY

**Schedule B**

Tenant's Ob

**Schedule C**

Details of ins  
at the date of:



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THE TENANT AND SUPPLY FELTHAM & FELTHAM LLP WITH A COPY OF THE UP TO DATE POLICY SCHEDULE

THE LANDLORD HAS TAKEN OUT THEIR OWN INSURANCE FOR THE BUILDING AND THEIR CONTENTS. PLEASE SUPPLY A COPY OF THE POLICY TO FELTHAM & FELTHAM LETTING AGENTS FOR FILE

**IF THERE IS AN EMERGENCY THE NUMBER FOR LANDLORDS AND TENANTS TO CALL IN OFFICE HOURS 9AM – 5.30PM MON- FRI & 9AM – 12PM SAT. ON 01425 650941 OR 07872 932015**

Or email on [enquiries@felthamandfeltham.co.uk](mailto:enquiries@felthamandfeltham.co.uk)

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**IF THERE IS A MAINS WATER LEAK PLEASE TURN OFF THE MAINS WATER.**

**IF THERE IS A PROBLEM WITH GAS PLEASE CONTACT NATIONAL GRID GAS MERGENCY ON 0800 111999 AND FOLLOW THEIR ADVISE.**

**IF THERE IS A PROBLEM WITH THE ELECTRICS PLEASE TURN OFF THE MAINS.**

**11. THE SIGNING OF THE DOCUMENTS.**

It is usual to sign two separate copies of these agreements. The copies of the Agreements are then dated and exchanged.

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

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

All signatures are to be witnessed by an independent party.

.....  
**Signed by Feltham & Feltham LLP**  
**Being Authorized by the Landlord**

**Landlord**



.....  
.....  
.....  
.....

**Witness Name**

**Address**

**TENANTS' DEPOSIT PROTECTION**  
TENANCY DEPOSIT SCHEME

**PRESCRIBED INFORMATION**

**Housing Act 2004**

A.1 This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A.1.1 Name of Landlord(s): \_\_\_\_\_  
\_\_\_\_\_

A.1.2 Ac  
SANDLE



INGS AGENTS,  
TS SP6 1DT

A.1.3 E r  
enquiries@

A.1.4 Telephone number of the Deposit Holder: 01425 650941

A.1.5 Fax number (if applicable): 01425 650941

A.1.6 Tenant(s) name:

\_\_\_\_\_  
\_\_\_\_\_

A.1.7 Address for contact after the Tenancy ends (if known):

\_\_\_\_\_

A.1.8 E mail address for Tenant (if applicable):

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A.1.9 Mobile/Telephone number:

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A.1.10 Fa

Please provide  
guarantor pay

A.1.11 Dep

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rd's Agent,

: Tenancy

A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being (insert name).

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses A2.1 to A2.13 shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

#### Procedure for Dispute at the End of the Tenancy

- A 2.1 When the landlord and tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 working days. Failure to return the deposit within the specified period will be grounds for the tenant to refer the matter directly to the Independent Case Examiner ("ICE").
- A 2.2 The Landlord's Agent must tell the Tenant within 10 working days of the end of the Tenancy, (or as specified in the Tenancy Agreement) if they propose to make any deductions from the Deposit.
- A 2.3 The tenants should make their best endeavours to inform the Landlord's Agent if they wish to raise a dispute about the deposit within 20 working days\* after the lawful end of the Tenancy and

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\* **These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the Landlord's Agent.**

vacation of the Property. The Landlord's Agent has a maximum of 10 working days\* to resolve the dispute

- A 2.4 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.
- A 2.5 The Landlord's Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website [www.tds.gb.com](http://www.tds.gb.com) or be obtained directly from The Dispute Service Ltd at the address or telephone number set out in the Tenancy Agreement.
- A 2.6 If the Landlord's Agent or the Tenant fails to complete the TDS the full details of the dispute must be provided to the parties to the Tenancy. The balance in dispute must be stated, together with an inventory and schedule of losses, invoices or estimates of costs, and whether or not the delay in adjudication has caused the Landlord to discipline the Tenant.
- A 2.7 The sum in dispute must be stated, together with details of the requested to do so, and the time period for which the sum is requested.
- A 2.8 The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.
- A 2.9 TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
- A 2.10 The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.
- A 2.11 The Landlord's Agent and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.
- A 2.12 If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.
- A 2.13 If the landlord or the Landlord's Agent are unable to contact the Tenant despite making reasonable efforts to do so, or the Tenant is unable to contact the landlord or the Landlord's Agent despite making reasonable efforts to do so, action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit because TDS are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.



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