

**THIS IS A SAMPLE TENANCY AGREEMENT. THE INFORMATION IN RED & INDIVIDUALLY  
NEGOTIATED CLAUSES WILL BE AMMENDED TO REFLECT THE INDIVIDUAL TENANCY  
THAT YOU ARE ENTERING.  
NO OTHER SECTIONS WILL BE AMMENDED.**

**1 Student House**

2015/2016

## **TENANCY AGREEMENT**

(Amended December 2014)



### **INFORMATION FOR PROSPECTIVE TENANTS**

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

*Before you sign it you should read it carefully and make sure you understand the responsibilities and rights of both the landlord and the tenant.*

*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.
- **“Deposit”** means the sum set out on page 5 of this Agreement and described in Clause 2 of this Agreement.
- **“Deposit Holder”** in the Prescribed Pages means the person, firm or company who holds the Deposit under and is a Member of the TDS.
- **“Fixtures and Fittings”** means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
- **“Head Lease”** or **“Superior Landlord”** sets out the promises the Landlord has made to their Superior Landlord (if applicable). The promises contained in the Head Lease will bind the Tenant if he has prior knowledge of those promises.
- **“ICE”** means the “Independent Case Examiner of The Dispute Service Ltd”.
- **“Inventory and Schedule of Condition”** means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord’s Agent, or inventory clerk which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or after the check in report of the Inventory and Schedule of Condition has been prepared.
- **“Joint and several”** means that if the Tenant includes more than one person, each individual is liable for all the Tenant’s responsibilities and obligations under the Tenancy individually until all rent and other costs are paid in full and as a group the persons forming the Tenant will be jointly liable with the others until all rent and other costs are paid in full.
- **“Landlord”** means all those people listed 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”** in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- **“Stakeholder”** means 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 any and all 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 basis upon which the Landlord can recover possession from the Tenant, during the fixed term are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

#### **Mandatory Grounds**

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

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

#### **Discretionary Grounds**

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

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

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

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

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

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

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

#### **There are a series of Schedules attached to this Agreement.**

##### **Schedule A**

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

##### **Schedule B**

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

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

**1 SUMMARY of CORE TERMS**

**1.1 Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding DATE of this contract**

Tenancy Start Date

**1.2 Name(s) of LANDLORD(S) :**

A. Landlord

**1.3 Address for LANDLORD(S) :**

Ladlord's home address

**IMPORTANT:** - A landlord is required by law (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987) to provide a tenant with their address when making written demands for rent **and** if that address **is not** in England and Wales, provide an address in England and Wales at which notices (including notices in proceedings) may be sent to or served on the landlord, by the tenant.

**THEREFORE,** Where the address for the landlord inserted at **1.3 is not** in England and Wales **you must insert**, in clause **1.4**, an alternative address for the landlord (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987), which **is** in England and Wales.

**1.4 Alternative Address for LANDLORD(S) (if applicable) :**

C/O Brighton Accommodation Agency, 74 Lewes Road, Brighton, East Sussex, BN2 3HZ

**1.5 Name(s) of TENANT(S) :**

Tenant 1  
Tenant 2  
Tenant 3  
Tenant 4

**1.6 ADDRESS of PREMISES to be LET :**

1 Student House, Brighton

**1.7 EXCLUSIONS from the Let premises (e.g. Garage or other outbuildings etc)**

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**1.8 Initial TERM of the tenancy will be :** Twelve Months

**COMMENCEMENT date; from and including :** 1<sup>st</sup> July 2015

**EXPIRY date; to and including :** 30<sup>th</sup> June 2016

**1.9 RENT £** Rent per calendar month

Rent is payable in advance and is due upon the 1<sup>st</sup> day of each rental period and the first payment (or proportionate part) is to be made on or before the signing of this agreement.

**1.10 A further** £ Deposit is to be paid on or before the signing of this agreement, and will be used as the deposit in accordance with the tenancy deposit scheme.

**2. The Deposit**

- 2(a) The Tenant agrees to pay to the Landlord's Agent the Deposit on the signing of or before the commencement 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 not belong to the Tenant.
- 2(e) The Deposit has been taken for the following purposes:
  - 2(e)(i) Any damage, or compensation for damage, to the Property its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
  - 2(e)(ii) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Property, its Fixtures and Fittings; any costs incurred by the Landlord or the Landlord's Agent in re-letting the Property if in breach of this Agreement the Tenant vacates the Property prior to the end of the fixed Term unless the

termination is in compliance with a break clause; and any housing benefit which is clawed back by the local authority from the Landlord or the Landlord's Agent.

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

2(e)(iv) 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)(v) 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 their 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:

Mydeposits
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**At the end of the Tenancy**

2(k) The Agent must tell the Tenant within 14 days of the end of the Tenancy if they propose to make any deductions from the Deposit.

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

2(m) The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 10 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the Property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

2(n) If, after 10 working days following notification of a dispute to the Agent 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 clause 2.(o) below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

2(o) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 2(l) to 2(n) above.

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

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

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

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

- (i) To pay the Rent in Full in One Payment from One Bank Account each month. This means that in houses with more than one tenant, the rent must come in full from one bank account, rather than as separate payments.
- (ii) To pay the Rent in cleared funds in advance by the Rent Due Date specified on page 5 of this Agreement in the manner specified by the Landlord in writing, if any.
- (iii) 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.
- (iv) 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 their own behalf. The Landlord will be entitled to make this assumption without further enquiry.

#### **3(b) Administration and Other Costs**

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

- (i) The costs to the Tenant of Her Majesty's Revenue and Customs stamping this Agreement (if the Agreement requires stamping).
- (ii) £25 +VAT if any cheque is dishonoured or any standing order recalled.
- (iii) £25 +VAT administration costs for sending letters to the Tenant concerning the late payment of Rent.
- (iv) 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.

- (v) 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.
- (vi) 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
- (vii) Tenants may be charged up to £35.00 +VAT for replacement keys.
- (viii) Tenants may be charged £15 + VAT for re-printing of documents. Electronic copies of documents will carry no charge.
- (ix) If the rent is paid more than three (3) days late the landlord reserves the right to charge a £25.00 +VAT administration fee. The landlord will also be entitled to interest on any outstanding rent at a rate of 4% above bank base rates until the arrears and interest are paid in full. Rent is to be paid by standing order direct to the landlord.
- (x) If, after Seven (7) day the rent has still not been paid, the agent will contact your guarantor in writing, at a further administration fee of £25.00 + VAT.
- (xi) If full payment of rent is not made in full from one bank account, there may be a charge of £10 +VAT per proportionate payment.
- (xii) Should the tenant make any overpayment of rent, either as a duplicate payment or at the end of the tenancy by not cancelling a standing order, a charge of £25.00 +VAT per payment will be charged to return rent paid in error.
- (xiii) If, upon inspection or viewings, bedrooms are found to be inaccessible, the Landlords Agent reserves the right to charge a £25 +VAT per inaccessible room.
- (xiv) If upon inspection, the property is found to be in an unsatisfactory condition, a re-inspection will be booked for seven days' time. There will be a £25.00 +VAT administration charge for this.
- (xv) For tenants who have locked themselves out of the property, who need to be let back in by the landlord, or their agent there will a £50 +VAT callout charge for this service. Tenants may collect the management set of keys from the office during working hours at no cost.
- (xvi) Office keys are loaned out when necessary for a period not exceeding 24 hours, should keys be kept for longer than this initial period a charge of £25 + VAT will apply.
- (xvii) For non-emergency, out of hours maintenance issues a text message must be sent to the landlord or their agent, who will return with a telephone call. Any calls made directly to the landlord or their agent for non-emergency issues outside of office hours will be liable for a £50 +VAT charge for this inconvenience.
- (xviii) If the tenant borrows a management set of keys and fails to return them within the timescale agreed with the agent (usually by close of business on the day of borrowing them) a charge of £50+VAT may be levied.
- (xix) If the tenant requires a duplicate copy of this agreement a charge of £15+VAT will be levied for re-printing the agreement. Electronic copies can be emailed free of charge.
- (xx) If, at the end of the tenancy, any mattress included in the inventory is found to be stained or marked in any way the tenant will be liable for the cost of replacing the mattress.

- (xxi) If the tenant has to be evicted due to a breach of tenancy agreement, the tenant will be liable for all associated costs.

### 3(c) Services

- (i) To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Property that the Tenancy has started, to take all meter readings and to pass them on to the landlord's agent with seven days of the tenancy commencement.
- (ii) To apply for the accounts for the provision of those services at the start of the Tenancy to be put into the name of the Tenant and to maintain all these services for the total length of the Tenancy paying all standard charges and all charges for the consumption of these services.
- (iii) To pay for all services to the Property: The gas, electricity, water rates including sewerage and environmental services (if applicable and if not included in the Rent) council tax (or any other property tax) telephone line rental and call charges, television licence fee and satellite of cable fees if installed.
- (iv) Not allow any of these services to be discontinued or disconnected at any time and to pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by anything done or not done by the tenant.
- (v) Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- (vi) Not to change the supplier of these services, or the telephone number at the Property, without formal permission from the Landlord or the Landlord's Agent, such permission not to be unreasonably withheld or delayed. The Tenant will provide the name; address and account number of the supplier to the Landlord or the Landlord's Agent promptly after any transfer has been made.
- (vii) To pay for all charges associated with any change of supplier and the transfer back to the original supplier at the end of or earlier termination of the Tenancy.
- (viii) To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property.
- (ix) To pay promptly all correct accounts for these services at the end of the Tenancy following final readings and billings. This includes the installation of any pre-payment meter.
- (x) Should the agent have to undertake any of the actions detailed in 3(c) (i – ix), including dealing with debt collection agencies on behalf of the tenant following the tenancy, a charge for £25 + VAT will apply.
- (xi) To return a signed copy of the inventory of the property, with any necessary amendments to the Landlord or the Landlord's Agent within one week of receipt, failure to do so will result in an implied acceptance of the original inventory.

### 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.
- (iii) To mark any post addressed to previous tenants "Return To Sender" and return to sender.

3(e) The Manner of Use of the Property

- (i) To use the Property only as a private residence for the occupation of the Tenant.
- (ii) To agree that the Property is let on the condition that they are occupied by none other than the persons listed in 1.5 of this agreement. If any person not listed in 1.5 is 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 their statutory obligations.
- (iii) To use and look after the Property in a proper manner throughout the Tenancy.
- (iv) To agree that any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- (v) To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if applicable, as explained in the Definitions.
- (vi) To protect the Property, and, in particular, to keep the inside of the Property and the Fixtures and Fittings described in Schedule A to this Agreement in same condition, or joined inventory, throughout the Term of the Tenancy or any extension of it.
- (vii) To avoid doubt the Tenant will not be responsible for:
  - i. fair wear and tear to the Property (that is to say deterioration caused by reasonable conduct of the Tenant during the Tenancy); or
  - ii. any damage caused to the property by fire or other risks the landlord has agreed to insure unless due to the negligence or misuse of the tenant, their family or visitors.
  - iii. repairs that are the responsibility of the Landlord
- (viii) 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.
- (ix) 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.
- (x) To replace light bulbs, florescent tubes, fuses and batteries that fail during the course of the Tenancy at the Tenant's expense.
- (xi) To adequately maintain the pressure in the boiler, through the use of a feed hose, or integral filling loop, whilst also bleeding the radiators to ensure they provide adequate heat to the property.
- (xii) To notify the Landlord or the Landlord's Agent promptly of any electrical problems with wiring, plugs, or appliances.
- (xiii) 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.
- (xiv) To look after the Fixtures and Fittings in or on the Property as shown at Schedule A to this Agreement and to protect them from destruction or damage.

- (xv) 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, their family or visitors. This obligation excludes liability for:
  - a. fair wear and tear; and
  - b. any insured risks of the Landlord; or
  - c. repairs that are the responsibility of the Landlord.
- (xvi) 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.
- (xvii) 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, their family or their visitors.
- (xviii) 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.
- (xix) To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
- (xx) 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.
- (xxi) To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, their family or any visitors.
- (xxii) To return to the Landlord at the end of the Tenancy the Property and the Fixtures and Fittings in the same state and condition specified in Schedule A to this Agreement together with any substituted replacement articles.
- (xxiii) 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.
- (xxiv) Not to register a company at the address of the Property.
- (xxv) Not to run a business solely from the Property.
- (xxvi) Not to use the Property for any illegal purpose.
- (xxvii) Not to hold or allow any sale by auction at the Property.
- (xxviii) Not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the premises.
- (xxix) 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.
- (xxx) Not to use the Property or allow others to use the Property in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.

- (xxxi) 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.
- (xxxii) Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- (xxxiii) 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.
- (xxxiv) 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.
- (xxxv) Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use.
- (xxxvi) Not to hang any posters, pictures flags, placards or other items in the Property using blu-tac, sellotape, nail adhesive or their equivalents.
- (xxxvii) To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks.
- (xxxviii) 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.
- (xxxix) Not to obscure the windows or doors of the Property with any material other than domestic curtains and blinds (depending on the fixings provided)
- (xl) 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.
- (xli) 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.
- (xlii) To promptly report to the Landlord or to the Landlord's Agent any repairs that may be necessary to the Property and for which the Landlord is responsible.
- (xliii) 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.
- (xliv) 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.
- (xlv) Not to put their rubbish bin, or recycling bin out for collection any earlier than the day before the collection date, to protect the local area. Should refuse be put out early of collection, the tenants will be liable for the cost of private clearance enacted on their behalf, regardless of any contact with them.

### 3(f) The Garden

- (i) To keep the garden and outside areas of the Property (if any) in good seasonable order throughout the Tenancy.
- (ii) To cut the grass at appropriate regular intervals and keep the borders and paths of the Property weeded.

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

3(g) Storage

- (i) Not to deposit or store coal or fuel on any part of the Property save and except in the area or receptacle set aside for that purpose and described in Schedule A to this Agreement.
- (ii) Not to keep combustible, inflammable, dangerous or offensive goods, substances or other materials at the Property. Whilst this restriction does not include matches, it does include candles and other naked flames which could create a danger to the safety of the Property and its occupants.
- (iii) Not to store or keep any illegal items or substances on the premises at any time, or any other item that may constitute an offence under the Laws of England and Wales.
- (iv) Not to keep any amount of cash in the property amounting to a sum of £10,000.00 or over.

3(h) Insurance

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

3(i) Absence from the Property

- (i) To formally notify the Landlord or the Landlord's Agent if the Property is to be unoccupied for any period in excess of two weeks so that the Landlord and the Landlord's Agent can consider the insurance, security, and protection issues a period of prolonged absence will raise.
- (ii) To comply with any conditions set out in the Landlord's policy for empty Property, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a

reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under of this Agreement.

- (iii) To ensure that the property is kept at a temperature that will prevent the pipes within it from freezing and subsequently bursting, through the use of a thermostat or timer on the heating controls.

### 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 A at the end of the Tenancy.
- (v) If, after inspection and requests for improvement, the property is found to be in an unacceptable state of cleanliness, the Landlord reserves the right to instruct professional cleaners at the expense of the tenant to return the property to a good standard.

### 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 their 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.
- (ii) To agree that provided the Tenant is given at least twenty four hours written notice that if the Landlord or the Landlord's Agent hold keys to the Property then the Landlord or the Landlord's Agent with or without workmen may gain access to the Property using the keys provided that arrangement is acceptable and formally agreed in advance with the Tenant.
- (iii) To allow 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 twenty fours notice in writing.
- (iv) To allow the erection of the Landlord's Agent's board at the Property advertising the Property For Sale or Rent.
- (v) To allow the Landlord or Landlord's Agent access for the purpose of Inspecting the Property at regular intervals throughout the tenancy, providing a minimum of twenty four hours is given.
- (vi) To ensure that all bedrooms are accessible to the Landlord's agent during pre-arranged inspections and/or viewings.

- (vii) Access for viewings for the purpose of re-letting or selling the property will not be unreasonably withheld provided notice is given by the Landlord or their Agent no less than 24 hours prior to requiring access.

### 3(l) Assignment and under-letting

- (i) Not to under-let, or charge as security for the payment of a debt or performance of an obligation or part with or share possession or occupation of the Property or any part of the Property, and not to receive paying guests.
- (ii) Not to assign the remainder of the Tenancy without the Landlord's formal written consent, not to be unreasonably withheld. Any proposed assignee will have to submit to the usual credit and financial checks, references and interview prior to an assignment. All the proper costs of the assignment to be paid by the Tenant or the assignee as agreed between them.
- (iii) Re-assignment of this lease to another person will incur an overall cost of £200 + VAT and agency fees may apply to the new applicant.

### 3(m) Security

- (i) Not to leave the Property unoccupied at any time without first securing all windows and doors using all locks and bolts available and setting any burglar alarm fitted to the Property.
- (ii) Not to alter, change or install additional locks or bolts on any doors and windows in and about the Property or have any additional keys made for existing locks except in an emergency without the formal consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld or delayed.
- (iii) To provide and send to the Landlord or the Landlord's Agent a list stating the number of sets of keys in existence which will be retained with this Agreement.
- (iv) To hand back all additional keys together with all original keys and any security devices to the Property at no cost to the Landlord.
- (v) To notify the Landlord or the Landlord's Agent immediately, if any keys or other security devices belonging to the Property are lost and to pay to the Landlord the reasonable costs in replacing the locks or other security devices involved within a reasonable time of receiving a written request for payment.
- (vi) To set the burglar alarm at the Property (if any) when the Property is vacant and at night.
- (vii) To notify the Landlord or the Landlord's Agent of any new code immediately and to confirm that notification in writing immediately.
- (viii) To pay for any call out charge for the burglar alarm if any of the charge is incurred due to the misuse or negligence of the Tenant, their family or visitors.

### 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).

3(o) Animals

- (i) The tenant must not keep animals at the Property. The Tenant may apply to the Landlord for a relaxation of this clause and the Landlord will give consent if they believe it reasonable to do so and may apply reasonable conditions.
- (ii) Regardless of any additional conditions imposed by the landlord, should they permit the keeping of an animal in the property; the tenant will be responsible for having all carpets in the property cleaned at the end of the tenancy. They will be required to provide evidence in the form of a receipt.

3(p) Alterations and Decoration.

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

3(q) Car Parking

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

3(r) Refuse

- (i) To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy.
- (ii) To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- (iii) Not to store refuse or recycling inside the property.
- (iv) 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 A 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 A.
- (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 A 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 the Landlord or the Landlord's Agent has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. The Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.
- (viii) To remain liable for Rent calculated on a daily basis and other monies under this Agreement when bulky furniture, or an amount of other unwieldy or heavy discarded items belonging to the Tenant is left in the Property which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant by the method specified in clause 3(t)(vii) above.
- (ix) To provide a forwarding address to the Landlord or the Landlord's Agent either prior to or at the end of the Tenancy to aid communication between the parties including the return of the Deposit.

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

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

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

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

#### 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.

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#### 6. Ending the Tenancy

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

If the Tenant:

- (i) is at least 14 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded by the Landlord, or

- (ii) has broken any term of this Agreement; or
- (iii) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);

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

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

6(b) Mutually terminating the agreement

If at any point during the tenancy, both the Landlord and the Tenant wish to terminate this agreement, it can be concluded by an agreement of mutual termination, given in writing and signed by the Landlord, the Landlord's Agent and the Tenant.

6(c) Moving on to a Periodic Tenancy

Should the Tenant and the Landlord, or the Landlord's Agent agree to move on to a periodic tenancy following the end of this agreement the obligations of the Landlord and the Tenant will remain the same. However the Landlord, or the Landlord's agent retain the right to alter the rental amount, providing notice of no less than two (2) months is given.

6(d) Terminating a Periodic Tenancy

Should the Tenant wish to terminate a Periodic Tenancy, written notice of no less than one month must be given from rent date.

Should the Landlord wish to terminate a Periodic Tenancy, written notice of no less than two months must be given from rent date.

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

## 7. The Landlord's Obligations

The Landlord agrees with the Tenant as follows:

- (i) That the Tenant may hold and enjoy the Property during the Tenancy without any unlawful interference by the Landlord or any person acting on their behalf and that any alleged breaches of the Agreement will be resolved through the courts if necessary.
- (ii) To return to the Tenant the whole or a proportion of the Rent payable and paid in advance for any period while the whole or any part of the Property is rendered uninhabitable or inaccessible by means of fire or any other risk insured by the Landlord unless due to the act, default misuse, or negligence of the Tenant, their family or a visitor to the Tenant or the insurer pays to re-house the Tenant.

- (iii) If the Property remains uninhabitable after one month except in case of the negligence or misuse of the Tenant either party may terminate the Tenancy agreement with immediate effect by serving written notice on the other party.
- (iv) If the Landlord holds the Property under a Superior Lease to pay ground rent, and service charges demanded under the Superior Lease and to observe and perform the terms and conditions of the Superior Lease other than those passed on to the Tenant under this Agreement and as specified in Schedule 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.
  - a. The structure and exterior of the Property including drains, gutters and down pipes;
  - b. All basins, sinks, baths and other sanitary installations in the Property;
  - c. All installations for heating water and space heating in the Property;
  - d. Certain installations for the supply of water, gas and electricity
  - e. To carry out repairs within a reasonable time of being notified by the Tenant.
- (x) To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with their statutory obligations as stated in the Tenancy Agreement.
- (xi) To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, their family, or visitors.

7(b) Ownership and Consents

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

7(c) Safety Regulations

- (i) All gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record will be given to the Tenant at the start of the Tenancy and annually thereafter.
- (ii) All the Fixtures and Fittings, furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- (iii) All electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

- (iv) Any electrician carrying out electrical work at the Property is a member of an approved scheme.

**7(d) Other Taxes and Charges**

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

**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:**

**7(f) Service of Notice**

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

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

c/o Brighton Accommodation Agency, 74 Lewes Road, Brighton, East Sussex, BN2 3HZ
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- (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(g) Data Protection Act 1998**

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(h) Jurisdiction**

- (i) This agreement is drawn up in accordance to the laws of England and Wales and falls under the jurisdiction of the Courts of England, Wales and the European Union.
- (ii) This Agreement, which includes all the attachments referred to below, constitutes the entire agreement between Landlord and Tenant and cannot be modified except in writing.

SAMPLE

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

### **IMPORTANT**

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references. **If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.**

The terms and conditions of this agreement include those special or additional clauses (if any) set out in section 8, overleaf.

SIGNED

By, or for and on  
behalf of, the  
**LANDLORD(s)**

SIGNED

**Tenant 1**

SIGNED

**Tenant 2**

SIGNED

**Tenant 3**

SIGNED

**Tenant 4**

DATE

**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** Actual address of the Deposit Holder:

**A.1.3** E-mail address of the Deposit Holder (if applicable):

**A.1.4** Telephone number of the Deposit Holder:

**A.1.5** Fax number (if applicable):

**A.1.6** Tenant name(s):

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

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

**A.1.9** Mobile/Telephone number:

**A.1.10** Fax number (if applicable)

Please provide the details requested in A.1.6 – 10 for other relevant persons (i.e. Landlord's Agent, guarantor paying the Deposit etc)

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Deductions may be made from the Deposit according to clauses 2(e)(1) to 2(e)(4) of the Tenancy Agreement attached.

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 procedures 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 2.1 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 2.2 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 vacation of the Property. The Landlord's Agent has a maximum of 10 working days\* to resolve the dispute
- A 2.3 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 2.4 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 specified in clause (insert number) of the attached Tenancy Agreement.
- A 2.5 If the Landlord's Agent instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Landlord's Agent must send the deposit or the balance in dispute together with the relevant evidence being a copy of the Tenancy Agreement, inventory and schedule of condition, any check in or check out report, correspondence and

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\* Working days will be defined as Monday – Friday inclusive, regardless of whether the Landlord's Agent operates on a Saturday.

invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Landlord's Agent or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and may discipline the Landlord's Agent.

- A 2.6 The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.
- A 2.7 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 2.8 TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
- A 2.9 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 2.10 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 2.11 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 2.12 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.

The Landlord confirms that the information provided to the Landlord's Agent and the Tenant is accurate to the best of their knowledge and belief and the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of the Tenant's knowledge and belief.

Signed by the Tenant: \_\_\_\_\_

Signed by the Landlord/ Landlord's Agent: \_\_\_\_\_