

Dated _____ 201[]

(1)The Landlord

(2)The Tenant

(3)[The Guarantor]

Assured shorthold tenancy agreement

[]

Date:

Landlord:

Name: []

Address: []

Telephone number: []

Email address: []

and the persons or company for the time being entitled in reversion expectant on the tenancy

Tenant:

Name: []

Address: []

Telephone number: []

Fax number: []

Email address: []

[The Tenant hereby confirms that the Landlord or The Dispute Service Limited can contact the Tenant using the above details at the expiration or sooner determination of the tenancy] or [The following details should be used by the Landlord or The Dispute Service Limited for contacting the Tenant at the end of the tenancy] Delete as appropriate

Furnishings

The furniture listed on the attached Schedule of Furniture

Guarantor:

Name: []

Address: []

Telephone number: []

Fax number: []

Email address: []

Landlord's Agent: Name: []
Address: []
Telephone number: []
Fax number: []
Email address: []

Premises: The interior only of the premises situate at and being known as [] [on the [] floor of and] forming part of the building known as [] (excluding all structural or common parts)

Term: A term certain of [] years from and including [] 20[] to and including [] 20[]

Rent: [£[] per calendar month for the first year of the term and thereafter in accordance with clause [5] hereof payable monthly [in advance] on or before the first day of each month without any deductions whatsoever the first payment to be made on the commencement of the Term to the Landlord and subsequent payments to be made by bankers' standing order to be paid to the Landlord or such other person or body as he shall direct

Deposit: £[]

[Superior Lease: []

Schedule of Condition: The Schedule of Condition to be prepared by an inventory clerk nominated by the Landlord at the cost of the Tenant and to set out the state and condition of the Premises

ASSURED SHORTHOLD TENANCY AGREEMENT

DATED:

PARTIES:

- (1) The Landlord specified in the Particulars ("the Landlord")
- (2) The Tenant specified in the Particulars ("the Tenant")
- (3) The Guarantor specified in the Particulars ("the Guarantor")

IT IS AGREED as follows:

1. TENANT'S OBLIGATIONS

1.1 Payments:

- (a) to pay the Rent at the times and manner specified herein
- (b) to pay the Deposit at the commencement of the Term
- (c) to pay or otherwise indemnify the Landlord against any Council Tax or any tax replacing Council Tax payable in respect of the Premises and to register with the relevant Council Tax Implementation Officer as soon as possible and to discharge his/her personal liability for Council Tax
- (d) to pay for gas electricity oil fuel and water which shall be consumed or supplied on or to the Premises during the tenancy and the amount of all charges (including rental) made for the telephone (if any) on the Premises during the tenancy and to this end the Tenant shall procure that the accounts issued by the relevant suppliers of the said gas electricity water and telephone shall be issued to and in the name of the Tenant for the duration of the tenancy and the Tenant shall settle any such accounts forthwith upon receipt of the same and in the event of the disconnection of the gas electricity water and telephone for any non payment of any account the Tenant shall pay the re-connection charges and shall indemnify the Landlord for any demands or claims in relation thereof
- (e) to pay for the television licence
- (f) to pay for the professional cleaning of curtains and carpets (if any) which shall have been soiled during the tenancy (including the ironing or pressing in the case of the curtains) the reasonable use thereof nevertheless to be allowed for
- (g) to pay the Landlord's or its agents reasonable costs and expenses including legal costs and surveyor's fees in connection with the recovery or attempted recovery of arrears of rent or other sums due from the Tenant and notices or proceedings for forfeiture of this tenancy resulting from a breach of its terms even if a Court does not grant the Landlord possession for such a breach

- (h) if any rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within fourteen days of the day when it became due the same shall be payable with interest thereon at the rate of three per cent per annum above the base minimum lending rate of Barclays Bank plc for the time being in force calculated on a day to day basis from the day upon which it became due down to the date of payment
- (i) to pay for the preparation of the Schedule of Condition at the commencement of this tenancy such Schedule of Condition to be prepared by an inventory clerk nominated by the Landlord

1.2 **Schedule of Condition**

At the commencement of this tenancy to sign the Schedule of Condition produced by the Landlord in accordance with clause 2.4 hereof in acknowledgement of the same

1.3 **Repair and maintenance**

- (a) To clean the windows of the Premises once a month and at the end of the tenancy and (where glass is broken by the Tenant or his family licensees visitors servants or others and such breakage is not covered by the Landlord's insurance) to replace all broken glass thereon without delay
- (b) To preserve and keep the Premises Furnishings and the fixtures and fittings of the Landlord in the same state of repair (including cleaning) as at the commencement of the Term
- (c) Report immediately to the Landlord in writing any damage disrepair defect or deficiency in the Premises Furnishings or any other part of the Building or want of repair to enable the Landlord to make a claim to the Landlord's insurance company. The Tenant will be liable for any cost arising from any failure to report any such damage disrepair defect or deficiency and to pay for the repairing of the Premises where such cost is attributable to misuse or neglect by the Tenant
- (d) Upon the Landlord or its agents giving to the Tenant notice in writing of any failure to comply with clause 1.3(b) above to repair restore paint clean and make good the Premises and/or Furnishings as required in the notice within one month after service of the notice and if the Tenant fails to execute the work within that period to permit the Landlord or its agents and/or contractors to enter upon the Premises and execute the work at the expense of the Tenant and within seven days of demand to pay to the Landlord the cost of the work
- (e) Take all reasonable precautions to prevent damage to the sanitary apparatus water and waste pipes and the water system generally by freezing during the winter months by leaving turned on such heating on a constant low setting to protect the water system. In the event of such damage being caused by the Tenant's failure to take such precautions the Tenant shall forthwith and at the

Tenant's expense effect all such necessary repairs to reinstate the system into good working order

- (f) Keep the drains of the Premises free and clear of obstruction
- (g) Test any smoke detectors in the Premises periodically and replace batteries as necessary at the Tenant's expense and immediately report any fault to the Landlord

1.4 **Alterations**

- (a) Not to damage or injure the Premises or to make any alteration or addition whatsoever to the Premises or make any alteration in or addition to the electrical or plumbing systems therein
- (b) Except for the affixing of curtain rails and standard commercially made picture hooks not to make any alteration in or addition to the Premises (whether decorative structural or otherwise) or any part thereof or alter the internal or external decoration thereof
- (c) Not to alter or change or install any locks on any doors or windows in or about the Premises or have any additional keys made for any locks without the prior written consent of the Landlord and if any such additional keys are made to deliver the same up to the Landlord together with all original keys at the expiration or sooner determination of the tenancy and in the event that any such keys have been lost to pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belonged
- (d) Not to erect outside the Premises any wireless television aerial satellite dish or other construction
- (e) Not to hang or allow to be hung from the windows outside walls or roof of the Premises nor affix or exhibit or permit or suffer to be affixed or exhibited on or from the Premises so as to the visible outside the same any clothes flag placard sign or poster of any description

1.5 **Use**

- (a) Not to carry on any business or trade or profession whatsoever on the Premises or place or exhibit any notice board or notice on the Premises but to use the Premises as a single private residence only
- (b) Not to use the Premises or permit the Premises to be used for illegal or immoral purposes
- (c) Not to do or permit or suffer to be done on the Premises or any part thereof anything which may in the reasonable opinion of the Landlord be or become a nuisance or annoyance or in anyway interfere with the quiet enjoyment of the owners or occupiers of the adjoining premises or the Landlord

- (d) Not to do or suffer to be done on the Premises or to their contents anything which may make void or voidable any insurance of the Premises or increase the ordinary premium thereon and to repay to the Landlord all sums paid by way of increased premium and all expenses incurred by him in or about any renewal of any such policy rendered necessary by a breach of this covenant and all such payments shall be added to the Rent herein before reserved and shall be recoverable as Rent
- (e) Not to keep or allow to be kept animals pets or livestock on the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld) provided that the Landlord shall be entitled to revoke any such content at any time)
- (f) Not to keep or allow to be kept or use upon the Premises any heater or like equipment which requires gas paraffin or other liquid fuel or any combustible explosive offensive goods provisions or materials and to fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate Fire Authority
- (g) Strictly observe and comply with (a) all statutory requirements and regulations which may at anytime apply to the Premises and/or this tenancy and (b) all directions of notices received from any Local Authority or Fire Authority and/or electricity water or gas supplier and allow access for all such repairs and works as are necessary and co-operate with the Landlord and the Landlord's Agent
- (h) Not to obstruct common passageways and staircases and hallway of the building nor place nor keep anything thereon or therein
- (i) Not to leave the Premises vacant or unoccupied for a period in excess of 21 consecutive days without first giving written notice to the Landlord
- (j) Ensure that whenever (or for however short a period) the Premises is left unattended all external doors and windows are properly secured by locks and other means provided by the Landlord including activating the burglar alarm (if any)
- (k) Not to change any codes to the burglar alarm (if any) without first obtaining the express consent in writing of the Landlord or the Landlord's Agents
- (l) Not to play any musical instrument or sound reproduction equipment so that annoyance is caused to the occupiers of any neighbouring premises and in any event not make any such noise so as to be audible outside the Premises between the hours of 10.00pm and 8.00am

1.6 **Disposal**

- (a) Not to let in or receive paying guests or lodgers on the Premises
- (b) **Delete as appropriate** [Not to assign underlet charge or part with or share possession of the Premises or any part thereof]

OR

Delete as appropriate [Not to assign underlet charge or part with or share possession of the Premises or any part thereof provided that the Tenant may permit [its employee Mr/Mrs/Ms[] [such employee as the Landlord may from time to time approve in writing such approval not to be unreasonably withheld] (the "Approved Employee") so long only as the Approved Employee continues to be an employee of the Tenant to reside from time to time in the Premises provided that:

- (i) such residence shall be entirely ex gratia and free of charge and personal to the Approved Employee
- (ii) the Approved Employee shall be a bare licensee only with no right to exclusive occupation of the Premises or any part thereof
- (iii) the Approved Employee shall not at any time acquire any interest or security of tenure in or right to compensation in respect of the Premises or any part or parts thereof
- (iv) the Approved Employee shall not reside at the Premises as his/her principal or main or only residence
- (v) the Approved Employee shall not acquire any right by virtue of his/her occupation of the Premises or any part thereof under sections 1-20 (inclusive) and Schedule 1 of the Landlord and Tenant Act 1987 or any re-enactment thereof

1.7 **Access to the Premises**

- (a) To permit the Landlord or his duly authorised agents with or without workmen and others at all reasonable times upon giving reasonable written notice to enter upon and to examine the condition of the Premises and thereupon the Landlord or his agent may serve upon the Tenant notice in writing specifying any repairs necessary to be done or require the Tenant forthwith to execute the same and if the Tenant shall not within twenty eight days after the service of such notice commence and proceed diligently with the execution of such repairs then to permit the Landlord or his agent with or without workmen to enter upon the Premises and execute such repairs and the cost thereof shall be a debt due from the Tenant to the Landlord recoverable as Rent in arrear
- (b) To permit the Landlord or his duly authorised agents to enter the Premises upon reasonable notice for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Premises or any other property
- (c) During the last two months of the Term permit the Landlord or the Landlord's agents and any other persons on reasonable notice to view the Premises at all reasonable times with any prospective tenants or purchasers or valuers

- (d) Where the Premises is part of a building to allow access at all times through the Premises to any roof space thereover or to any other part of the Building to the Landlord and the Landlord's Agents with or without workmen

1.8 **Insurance**

The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own personal belongings to their full reinstatement value during the tenancy

1.9 **[Superior Landlord**

Where the Premises is owned by the Landlord under a Superior Lease then the Tenant shall observe and perform the tenant's covenants in that Superior Lease (save in respect of any payments due thereunder) and any regulations that the Tenant shall receive concerning the use of the Premises]

1.10 **Notices**

To promptly forward to the Landlord a copy of all notices received at the Premises within seven days of receipt and not to do anything as a result of the notice unless required to do so by the Landlord

1.11 **At the end or earlier determination of the Term**

- (a) To vacate the Premises at the end or earlier determination of the tenancy
- (b) To deliver up the Premises at the end or earlier determination of the tenancy in the same clean state and condition as it was at the beginning of the tenancy and to repair or pay for the replacement of the Landlord's fixtures and fittings broken lost damaged or destroyed during the tenancy (reasonable wear and tear excepted)
- (c) Leave the fixtures and fittings of the Landlord at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
- (d) If any effects belonging to the Tenant shall not have been removed from the Premises or the Building on the date of expiration or sooner determination of the tenancy the Tenant shall pay the Landlord rent at the rate last payable under the tenancy until the Tenant shall have removed all such goods from the Premises or the Building save that where the Tenant's effects remain in the Premises or the Building save for more than 21 days after the date of expiration or sooner determination of the tenancy the Landlord shall remove the Tenant's effects from the Premises or the Building at the expense of the Tenant. This cost shall be recoverable from the Tenant as a debt

2. LANDLORD'S OBLIGATIONS

2.1 Quiet Enjoyment

The Tenant paying the Rent and performing the covenants on the part of the Tenant hereinbefore contained may quietly possess and enjoy the Premises without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord

2.2 Insurance

To keep the Premises insured [~~delete if clause 1.9 is not applicable~~ - or in the case of Premises held by the Landlord under a Superior Lease procure to be kept insured] against fire and all other insured risks usually contained in a comprehensive insurance policy in the full reinstatement value thereof and for the avoidance of doubt the Landlord has no obligation to insure the Tenant's possessions

2.3 Payments

[To pay all costs to the superior landlord due under the Superior Lease] ~~Delete if clause 1.9 is not applicable~~

2.4 Schedule of Condition

To instruct an inventory clerk to be nominated by the Landlord to compile a Schedule of Condition of the Premises at the commencement of the Term. The Landlord or the Landlord's nominated representative to be responsible for checking the same at the termination of the Term (howsoever determined)

2.5 Repair and maintenance

- (a) To replace any of the Landlord's fixtures and fittings and appliances which become irreparable by fair wear and tear. Should however any equipment become faulty due to misuse by the Tenant then it will be the Tenant's responsibility to repair or replace the same
- (b) To provide and keep in repair and proper working order throughout the tenancy the installation contained in the Premises for the supply of water gas and electricity and central heating and all appliances supplied by the Landlord and make good or replace any defective parts due to fair wear and tear and not caused by negligence or misuse on the part of the Tenant its servants or invitees

2.6 The Landlord warrants:

- (a) [That he has the requisite authority and consent of any superior landlord of the Premises to let the Premises to the Tenant on the terms and conditions described therein and has obtained all necessary consents authorisations and permits - ~~Delete if clause 1.9 is not applicable~~]

- (b) That all existing gas appliances meters installation or pipe work at the Premises are in safe condition and have been certified to be so by a GAS SAFE registered gas engineer at least once during the calendar year from the date hereof in accordance with the Gas Safety (Installation and Use) Regulations 1998. The Landlord agrees to keep records of any remedial work carried out to provide the Tenant with a copy of each safety check report carried out under the said Regulations
- (c) That all electrical equipment presently at the Premises is safe for use in accordance with the Electrical Equipment (Safety) Regulations 1994

3. DEPOSIT

- 3.1 [On the date of the tenancy the Tenant is to pay to the Landlord the Deposit which will be held by the [Landlord]/[Landlord's Agent] **[delete as appropriate]** upon the terms hereinafter set out and which shall be protected by The Tenancy Deposit Scheme in accordance with the provisions of the Schedule hereto
- 3.2 The [Landlord]/[Landlord's Agent] must tell the Tenant within ten working days of the end of the tenancy if they propose to make a deduction from the Deposit
- 3.3 Before the [Landlord]/[Landlord's Agent] makes any deduction they must produce written consent to the deduction and obtain written consent to the deduction from the Tenant specifying the amount of the deduction and the agreed amount to be returned to the Tenant
- 3.4 Subject to the provisions of clauses 3.1 and 3.9 the Landlord may at the end of the tenancy apply the whole or any part of the Deposit in or towards:
 - (a) any damage or compensation for damage to the Premises its fixtures and fittings or for missing items for which the Tenant is 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
 - (b) 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 clause 1 of this Agreement including those relating to the cleaning of the premises its fixtures and fittings
 - (c) any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable
 - (d) 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 remain unpaid after the end of the tenancy

- 3.5 If the [Landlord]/[Landlord's Agent] does not propose to make any deductions from the Deposit the Landlord will repay the Deposit within ten working days of the end of the tenancy
- 3.6 The [Landlord]/[Landlord's Agent] shall make the payment of any amount agreed under clause 3.2 within ten working days of the [Landlord]/[Landlord's Agent] and the Tenant agreeing the allocation of the Deposit and for the avoidance of doubt the [Landlord]/[Landlord's Agent] shall be entitled to keep the Deposit if this was agreed in accordance with clause 3.2
- 3.7 The Tenant should try to inform the [Landlord]/[Landlord's Agent] in writing if the Tenant intends to dispute any of the deductions regarded by the [Landlord]/[Landlord's Agent] as due from the Deposit within 20 working days after the termination or earlier ending of the tenancy and the Tenant vacating the Premises. The ICE may regard failure to comply with the time limit as a breach of the rules of The Tenancy Deposit Scheme and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter
- 3.8 If after ten working days following notification of a dispute to the [Landlord]/[Landlord's Agent] and reasonable attempts having been made in that time to resolve any differences of opinion there remains an unresolved dispute between the [Landlord]/[Landlord's Agent] and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties to this Agreement agree to co-operate with the adjudication. There being multiple tenants each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use the alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy
- 3.9 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 3.7 above
- 3.10 Neither the taking of the Deposit hereunder nor the application of the said Deposit in whole or in part shall in any way prejudice or affect the Landlord's rights of action or other remedies (including the right to forfeit this tenancy) against the Tenant for the recovery of any rent or rents or any other monies damages costs or expenses due to the Landlord in respect of any breach of covenant or other wrongful act of the Tenant
4. **[GUARANTOR – Delete entire clause if no Guarantor**
- 4.1 The Guarantor hereby covenants with the Landlord that the Tenant will pay the Rent and all other moneys payable hereunder at the time and in the manner aforesaid and will fully observe and perform the covenants agreements stipulations and conditions herein contained and on the part of the Tenant to be observed and performed and that in case of default by the Tenant in such payment or observance and performance the Guarantor will pay and make good to the Landlord on written demand all losses damages costs and expenses thereby arising or incurred by the Landlord as well after as before any disclaimer **PROVIDED ALWAYS** and it is hereby

agreed that any neglect or forbearance by or on the part of the Landlord in endeavouring to obtain any such payment or enforce such observance and performance or any other indulgence which may be given to the Tenant by the Landlord shall not release or exonerate or in any way reduce or affect the liability of the Guarantor under the provisions hereof

4.2 If during the subsistence of these presents the Tenant shall enter into liquidation or bankruptcy and the liquidator or trustee in bankruptcy or other authorised person or body shall disclaim these presents the Guarantor hereby agrees with the Landlord that:

(a) notwithstanding the disclaimer it will throughout the residue of the Tenancy pay to the Landlord the rents and any other moneys payable to the Landlord on the dates and in accordance with the provisions of this Tenancy as if there had been no disclaimer

(b) if so required in writing by or on behalf of the Landlord within three months of receipt by the Landlord of notice of such disclaimer the Guarantor will accept from the Landlord within 28 days of such requirement a tenancy of the Premises for the residue then unexpired of this tenancy reserving the rents and containing the same reservations and exceptions covenants agreements stipulations and conditions as apply hereto (save and except the provisions of this clause 4 and reference herein to the Guarantor)]

5. **[RENT REVIEW - delete if N/A]**

5.1 The rent for the second year of the Term shall be increased at the commencement of the second year of the Term by the percentage increase in the Retail Price Index when the Index figure published immediately prior to that date is compared with the Index figure for a year earlier but provided that the increase shall not be less than []% or more than []%

5.2 The rent for the third year of the Term shall be increased at the commencement of the third year of the Term by the percentage increase in the Retail Price Index when the Index figure published immediately prior to that date is compared with the Index figure for a year earlier but provided that the increase shall not be less than []% or more than []%

6. **[DETERMINATION – delete if N/A]**

6.1 This tenancy may be brought to an end before the expiry of the Term by two months' notice in writing by the Landlord or the Landlord's Agent to the Tenant given at any time after four months of this tenancy have elapsed upon which day the Term hereby granted shall cease and determine but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of obligation

6.2 This tenancy may be brought to an end before the expiry of the Term by two months' notice in writing by the Tenant to the Landlord or the Landlord's Agent given at any

time after four months of this tenancy have elapsed upon which day the Term hereby granted shall cease and determine but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of obligation]

7. **NOTICE UNDER SECTION 48 OF THE LANDLORD AND TENANT ACT 1987**

The Tenant is hereby notified that all notices must be served on the Landlord by the Tenant at the following address or such other address subsequently notified by the Landlord to the Tenant in writing:

[NAME OF LANDLORD] OF/AT []

8. **PROVIDED ALWAYS AND IT IS HEREBY AGREED** as follows:

8.1 In the event that the Premises or any part thereof shall at any time during the Tenancy be destroyed or damaged by fire so as to be unfit for occupation and use and the Landlord's insurance in respect of loss of Rent is not vitiated or rendered void or voidable by any act or omission of the Tenant his family licensees servants visitors or others the Rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be fit for habitation and use

8.2 If at any time during the tenancy:

- (a) the Rent or any part thereof shall be in arrears for fourteen days after becoming payable (whether formally demanded or not) or if the Tenant has persistently delayed paying rent which has become lawfully due or
- (b) there is any breach of any of the covenants on the part of the Tenant; or
- (c) the Tenant becomes bankrupt or enters into any composition or other arrangement with his creditors or suffers any distress or execution on his goods or
- (d) the Premises shall be left vacant or unoccupied for more than 21 consecutive days without the Tenant first having notified the Landlord of his intention to do

then in any such case it shall be lawful for the Landlord or its agent immediately to apply to the Court for an Order to re-enter the Premises or any part of it in the name of the whole and take possession of the Premises and immediately thereupon the tenancy hereby created shall absolutely determine but without prejudice to any other right of action which the Landlord may have to recover all such Rent in arrear and any further Rent and/or other sum due in satisfaction of any liability due from the Tenant that may accrue and damages in respect of any breach of this tenancy

8.3 The acceptance of rent by the Landlord after the Tenant has breached any of the obligations contained in this tenancy shall not prejudice the Landlord's rights to enforce compliance with this tenancy

- 8.4 Nothing in this tenancy shall entitle the Tenant to withhold or delay any payment of the Rent or any other sum due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) under the provisions set out in clause 8.2 of this tenancy
- 8.5 Any notice under this tenancy to be served on either the Landlord or the Tenant shall be deemed to be properly given if sent either by first class post or recorded delivery post (in which cases the notice shall be deemed to have been delivered two working days after posting) or if personally delivered to the Tenant at the Premises or to the Landlord at its address for service (in which cases the notice shall be deemed to have been served on the date of delivery) and for the purposes of this clause the word "notice" shall include any Claim Form Summons or other Court process or document in any Court action in respect of this tenancy
- 8.6 Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant
- 8.7 In the event that the Schedule of Condition has not been prepared and signed by the parties hereto prior to the date hereof the Landlord shall provide a Schedule of Condition to the Tenant within one week of the commencement of the Term and the Tenant shall sign and return a copy thereof to the Landlord or the Landlord's Agent within three days of receipt of the same. If the Tenant shall not return such a signed copy within such period (of which time shall be of the essence) the Tenant shall be deemed to have accepted the Schedule of Condition as prepared unless within such period he notifies his objections to the same in writing to the Landlord or the Landlord's Agent.
9. **THE PARTIES HEREBY ACKNOWLEDGE THAT:**
- 9.1 This tenancy agreement is intended to create an assured shorthold tenancy within the meaning of the Housing Act 1988 and that the provisions for the recovery of possession of the Premises by the Landlord in that Act apply accordingly
- 9.2 [Immediately before entering into this tenancy agreement the Tenant was not himself or jointly with any other person a protected or statutory tenant of the Premises]
- 9.3 [The Premises is let on an unfurnished basis and the Landlord's shall be under no obligation to provide any furnishings at the Premises]
- 9.4 The Premises is let to the Tenant at the commencement of the Term in a good state of repair condition and cleanliness
- 9.5 This tenancy agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 as amended by section 116 of the Housing Act 1988 as applicable to the tenancy

- 9.6 In this tenancy agreement where the context so admits the singular includes the plural and the masculine the feminine and vice versa and obligations undertaken by more than one person are joint and several obligations
- 9.7 No person other than a contracting party hereto may enforce any provision of this tenancy agreement by virtue of the Contracts (Rights of Third Parties) Act 1999
- 9.8 This tenancy agreement is to be construed and governed by the law of England and Wales and the parties submit to the Courts of that jurisdiction

IN WITNESS whereof the Landlord and the Tenant [and the Guarantor] have executed this Agreement as a deed the day and year first before written

SCHEDULE 1

The Deposit and Tenancy Deposit Scheme ("TDS")

1. This Schedule and the below Prescribed Information forms part of this Tenancy Agreement

2. The Deposit of £[] is paid by the Tenant to the [Landlord/Landlord's Agent – **delete as applicable**]

The Deposit only applies to the Premises known as **[insert the address of the Premises]**

2.1 The deposit is held by **[delete the option which does not apply]**:

The Landlord's Agent as Stakeholder. The Landlord's Agent is a member of the Tenancy Deposit Scheme ("the Member")

OR

The Landlord. The Landlord is a member of the Tenancy Deposit Scheme ("The Member")

2.2 Any interest earned will belong to **[delete the options which do not apply]**:

2.2.1 the Tenant

2.2.2 the Landlord's Agent

2.2.3 the person paying the deposit on behalf of the Tenant

2.2.4 the Landlord

2.3 The Deposit has been taken for the following purposes

2.3.1 Any damage or compensation for damage to the Premises its fixtures and fittings or for missing items for which the Tenant may be liable subject to an apportionment or allowance for fair wear and tear the age and condition of each and any such item at the commencement of the Tenancy insured risks and repairs that are the responsibility of the Landlord

2.3.2 The reasonable costs incurred in compensating the Landlord for or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement including those relating to the cleaning of the Premises/Building its fixtures and fittings

2.3.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable

2.3.4 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

3. Protection of the Deposit

The Deposit is safeguarded by the [Tenancy Deposit Scheme] which is administered by:

[The Dispute Service Ltd
PO Box 541
Amersham
Bucks
HP6 6ZR

Phone 0845 226 7837
Email deposits@tds.gb.com
Fax 01494 431 123]

4. At the end of the tenancy

- 4.1 The Landlord's Agent/Member [**delete as applicable – it has to be the party who is the member of The Dispute Service Limited**] must tell the Tenant within 10 [**this timeframe can be changed by agreement with the Tenant in individual cases or by the contract used as standard by the Landlord's Agents**] working days of the end of the Tenancy if they propose to make any deductions from the Deposit
- 4.2 If there is no dispute the Landlord's Agent/Member [**delete as applicable – it has to be the party who is the member of The Dispute Service Limited**] 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
- 4.3 The Tenant should try to inform the Landlord's Agent/Member [**delete as applicable – it has to be the party who is the member of The Dispute Service Limited**] in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Landlord's Agent as due from the deposit within 20 working days* after the termination or earlier ending of the Tenancy and the Tenant vacating the premises. The period may not be reduced to less than 14 days. The Independent Case Examiner of the Dispute Service Limited ("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
- 4.4 If after 10 working days* following notification of a dispute to the Landlord's Agent/Member [**delete as applicable – it has to be the party who is the member of The Dispute Service Limited**] 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 4.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication. There being multiple tenants each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use

the alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy

- 4.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the above clauses

[This following clause is optional if the Deposit exceeds £5000]

- 4.6 If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although with the written agreement of both parties the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee to be fixed by the Board of The Dispute Service Ltd from time to time shared equally between the Landlord and the Tenant the liability for any subsequent costs will be dependent upon the award made by the arbitrator

PRESCRIBED INFORMATION FOR ASSURED SHORTHOLD TENANCIES

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

1. The scheme administrator of the Tenancy Deposit Scheme is:

1.1 The Dispute Services Limited PO Box 1255 Hemel Hempstead Herts HP1 9GN

Phone: 0845 226 7837/ 01844262 891

Web: www.tds.gb.com Email: []

deposits@tds.gb.com Fax: 01442 253193

1.2 A leaflet entitled *What is the Tenancy Deposit Scheme?* which explains the operation of the provisions contained in sections 212 to 215 of and Schedule 10 to Housing Act 2004 must accompany this document when given to the Tenant and any Relevant Person.

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

1.4 The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

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

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

2. The Deposit

The amount of the deposit paid is []

3. Address of the property/premises to which the tenancy relates

[INSERT]

4. **Details of the Landlord**

Names(s):

Address:

Email address:

Telephone number:

Fax number:

5. **Details of tenant(s)**

Name:

Address:

Email address:

Mobile number:

6. **Fax number(s) (if applicable):**

Please provide the details requested in 0 – 6 for each tenant and for other relevant persons (i.e. agent guarantor paying the Deposit etc.)

7. **Relevant Person's Contact Details**

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the Tenant's behalf) the details requested in (5) must be provided for them as part of the Prescribed Information

8. **Circumstances when the Deposit may be Retained by the Landlord**

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause(s) [3] of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction or an award has been made by the TDS or by the court.

9. **Confirmation**

9.1 The Landlord certifies and confirms that:

- (a) The information provided is accurate to the best of my/our knowledge and belief and

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

Signed on or behalf of the Landlord:

.....

9.2 The Tenant confirms that:

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

Signed by the Tenant(s):

.....

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

SCHEDULE 2

[Add latest version of leaflet What is the Tenancy Deposit Scheme? For landlords and tenants (currently 5th Edition March 2013)

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