

PRESCRIBED INFORMATION FOR THE TENANCY DEPOSIT SCHEME

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.

Address of Premises **Example Copy Road**
 Canterbury
 Kent
 CT *****

Tenant: **Miss ***** *******
(Full Name(s)): **Mr ***** *******

Contact:
Telephone No: *****
Telephone No: *****
Telephone No: *****
E-mail address: *****

Address for contact after the tenancy ends (e.g. parents, relative, etc.):

Mr & Mrs *****

Deposit Holder:
Name: **Williams Estates**

Address: **23 Wincheap**
 Canterbury
 Kent
 CT1 3RX

Telephone No; **01227 451 444**
Fax No: **01227 785 885**
E-mail address: **paul@williamsstates.info**

Deposit: **£***** (*****)**

Tenant (1) Initials.....Tenant (2) Initials.....Tenant (3) Initials.....Landlord/Agent.....Date.....

The Deposit Holder will register the Deposit with and provide other required information to the Deposit Protection Service (“DPS”) 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 Deposit Holder 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.

A leaflet entitled *What is the tenancy deposit scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is supplied to the Tenant along with this document by the person holding the Deposit, being Williams Estates, whose registered address is PO Box 1066, Canterbury, Kent, CT1 9JD.

At the End of the Tenancy:

- The Deposit will be released following the procedures set out in clause 6 of the tenancy agreement attached.
- Deductions may be made from the Deposit according to clause 6 of the tenancy agreement attached. No deductions can be made from the Deposit without written consent from both parties to the tenancy agreement.
- The procedure for instigating a dispute regarding deductions from the Deposit at the end of the tenancy is summarised in *What is the tenancy deposit scheme?*, which is attached to this document. More detailed information is available on: www.thedisputeservice.co.uk.
- ***If landlord does not instruct the agent's management service during the tenancy then the agent will not become involved in attempting to resolve any dispute that may arise over the allocation of the deposit at the end of the tenancy. Any such negotiations must be between the landlord and the tenant***
- However the Deposit Protection Service are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the Landlord or the Agent. Under these circumstances, the Agent must do the following:
 - make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available
 - determine dilapidations, rent arrears and any other prospective deductions from the Deposit as they would normally do
 - allocate the Deposit, pay the part who is present as appropriate, and transfer the amount due the absent Tenant/Landlord to a suitably designated “Client Suspense (bank) Account”
- A formal record of these activities should be made, supported by appropriate documentation
- Following sufficient time (usually at least six years) having elapsed from last contact from the absent Tenant/Landlord the Agent may then donate the amount allocated to them to a suitable registered charity; subject to an undertaking that any valid claim subsequently received by the Agent from the beneficial or legal owner would be immediately met by the Agent from its own resources.
- Should the absent Tenant/Landlord return within that period and seek to dispute the allocation of the Deposit, then ICE may offer to adjudicate.

Tenant (1) Initials.....Tenant (2) Initials.....Tenant (3) Initials.....Landlord/Agent.....Date.....

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his 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 is accurate to the best of the Landlord's knowledge and belief

Signed by all persons named as **Landlord/Agent**

Signed Date.....

Signed Date.....

Signed by all persons named as **Tenant:**

Signed Date.....

Signed Date.....

Signed Date.....

Signed Date.....

The Deposit is safeguarded by the Deposit Protection Service, which is administered by::

Tel: 0845 2267837

Web: www.thedisputeservice.co.uk

E-mail: deposits@tds.gb.com

Fax: 01494 431123

P O Box 1255

Hemel Hempstead

Hertfordshire

HP1 9GN

The Dispute Service Ltd. also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to Court.

Tenant (1) Initials.....Tenant (2) Initials.....Tenant (3) Initials.....Landlord/Agent.....Date.....

TENANCY AGREEMENT

For letting on an

Assured Shorthold Tenancy

Under Part 1 of the Housing Act 1988
(as amended by Part III of the Housing Act 1996)

Between (Landlord)

Mr & Mrs *****

AND

Miss *****

Mr *****

Relating to:

**Address
Canterbury Kent
CT** ****

Example Copy

Dated the **1st *******

TENANCY PARTICULARS

THE DATE: **The 1st day of *******

2 THE PARTIES:

The Landlord(s)

Mr & Mrs *****

Of

PO Box 1066, Canterbury, Kent, CT1 9JD

The Tenant: **Miss ***** *******

The Tenant: **Mr ***** *******

The Tenant:

Permitted Occupants:

None

Example Copy

3. THE PREMISES

All those Premises known as **Address ******* (hereinafter called the “Premises”) together with the use of entrance hall lift staircase and other doors (if any) in common with the other tenants occupiers and persons having the like right (if any) and the garden (if any) together with the fixtures fittings furniture and effects (hereinafter collectively referred to as the “Contents”) now in or upon the Premises as specified in the Inventory and Schedule of Condition signed by or on behalf of the parties

4. THE TERM

A term of	Twelve Months
From and including the	The First day of *****
To and including	The Thirty First day of *****

5. THE RENT

£** (***** Pounds)** per calendar month payable in advance (subject as provided in the General Tenancy Provisions) for every month of the term **(This Includes Water Charge of £30.00)**

PAYABLE By way of Banker’s Draft to the Landlord/Landlord’s Agent Williams Estates (hereinafter referred to as “the Landlord’s Agents”) the sum of **£******* payable in advance by Banker’s Standing Order to the Landlord on the First day of each calendar month through the term of the tenancy the first of such payments to commence on **First Day of *****Two Thousand and Eleven**

6. THE DEPOSIT

£*,*** (Words*****pounds)**

HELD BY The Landlord as stakeholder until the conclusion of the tenancy and to be returned without interest as soon as administratively possible as detailed in clause 6 of the General Tenancy Conditions set out below. **Williams Estates** is a member of the Deposit Protection Service (DPS)

Tenant (1) Initials.....Tenant (2) Initials.....Tenant (3) Initials.....Landlord/Agent.....Date.....

• The Landlord lets and the Tenant takes the Premises for the Term at the Rent payable as stated above

• This Agreement is subject to and the Tenant agrees to be bound by the General Tenancy Conditions printed overleaf with the amendments and additions to the same (if any) set out under the heading "Special Tenancy Conditions" overleaf

• This Agreement must be carefully read through making sure each party understands all their binding obligations including the minimum contractual period and it is recommended that each party to the Agreement seeks independent legal advice

SIGNED BY:

WITNESSED BY:

.....
Please print name below

.....
Please print name below

.....
Occupation:.....

.....
Address:.....
.....

SIGNED BY:

WITNESSED BY:

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Please print name below

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Please print name below

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Occupation.....

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Address:.....
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SIGNED BY:

WITNESSED BY:

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Please print name below

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Occupation:.....

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SIGNED BY:

WITNESSED BY:

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Please print name below

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Please print name below

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Occupation:.....

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Address:.....
.....

Tenant (1) Initials.....Tenant (2) Initials.....Tenant (3) Initials.....Landlord/Agent.....Date.....

Example Copy

GENERAL TENANCY CONDITIONS

1. INTERPRETATION

Where the context admits:-

- “the Landlord” includes the successors in title of the Landlord and the person or persons who at any time owns the interest in the Premises which gives the right to possession of the Premises when this tenancy ends

- “the Tenant” includes the person or persons who is entitled to the Premises under this Agreement

- References to “the Premises” include references to any part or parts of the Premises and to any of the Landlord’s Contents (furniture fixtures fittings and effects) therein

- Where the Premises comprise a Flat there shall be deemed to be included within this agreement the grant of all rights easements and facilities to which the Landlord is entitled under the terms of the Landlord’s Lease of the Flat but subject to all exceptions and reservations contained within the Landlord’s Lease and "the Building" means any building of which the Premises forms part

- References to the term or the tenancy include any extension or continuation of the Tenant’s use or occupation of the Premises after the end of the period specified in clause 4 of the agreement

- “Agent” means Williams Estates whose registered address is 23 Wincheap, Canterbury, Kent, CT1 3RX, or its successors in title or assignees

- “ICE” means the Independent Case Examiner of the Dispute Service Limited

- "Stakeholder" means one who is entrusted to hold a deposit as a neutral entity until agreement can be reached between the parties to the tenancy as to its distribution

- ‘Deposit Holder’ or ‘Holder of the Deposit’ means the person firm or company who holds the Deposit under (and is a member of) the Deposit Protection Service (DPS)

- "Inventory" means an itemised list/schedule of the Landlord’s Contents of the Premises (including fixtures fittings furniture and effects) and any other goods as well as stating their condition appearance location or other identifying factors

- Where there are two or more persons included in the expression “The Landlord” and/or “the Tenant” and/or “the Guarantor” obligations contained in this Agreement which are expressed to be made by the Landlord and/or the Tenant and/or the Guarantor shall be deemed to be made by such persons jointly and severally This means that any of these obligations can be enforced against all or any of the individuals

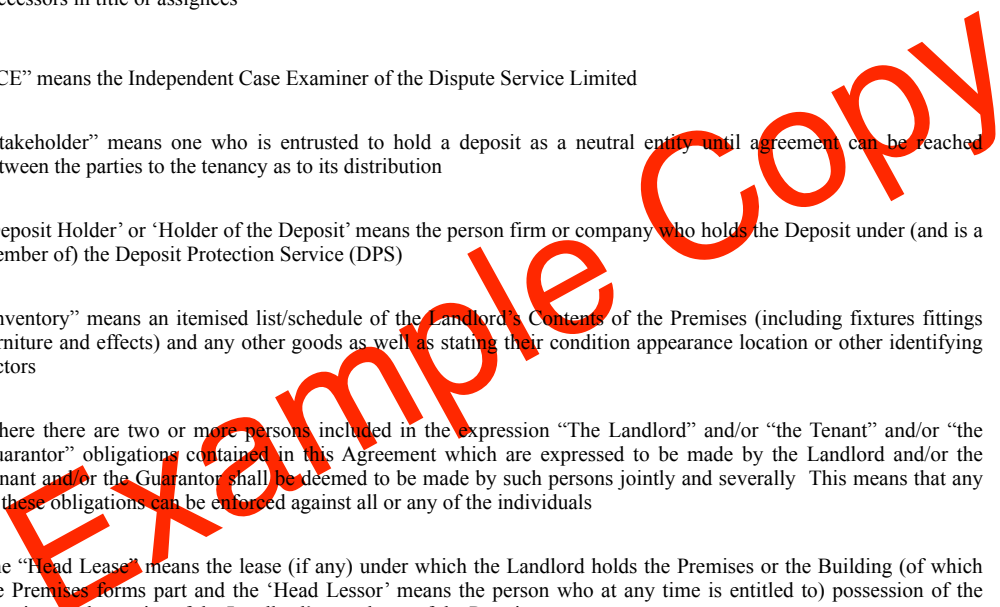
- The “Head Lease” means the lease (if any) under which the Landlord holds the Premises or the Building (of which the Premises forms part and the ‘Head Lessor’ means the person who at any time is entitled to) possession of the Premises at the expiry of the Landlord’s own lease of the Premises

- Words importing the singular number include the plural number and vice versa

- Words importing the masculine gender include the feminine gender and vice versa

- The provisions as to service of notices contained in section 196 of the Law of Property Act 1925 as extended by the Recorded Delivery Service Act 1962 shall apply to any notice served under the provisions of this agreement or any notice served under statute including notices served on the tenant in accordance with section 8 and section 21 of the Housing Act 1988 A notice sent by special delivery post or by recorded delivery post is to be treated as having been delivered in the ordinary course of post which for these purposes shall be the first working day following the day on which it was posted A "working day" means any day except Saturday Sunday or a Bank Holiday A notice left at the Premises (which for these purposes will include posting the notice through the letter box or affixing the notice to the main door or other conspicuous part of the Premises) will be treated as being served on the date it is left at the Premises

- The Landlord’s address for service including (notices in proceedings) for the purpose of Section 48 of the Landlord and Tenant Act 1987 is **23 Wincheap, Canterbury, Kent, CT1 3RX**



Tenant (1) Initials.....Tenant (2) Initials.....Tenant (3) Initials.....Landlord/Agent.....Date.....

2. TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord:

Payment Obligations

- To pay the rent at the time and in the manner aforesaid whether demanded or not

2.2(a) To pay promptly and directly to the supplier all charges for water sewage gas fuel oil and electricity supplied to the Premises together with telephone charges and all rental in respect of the telephone during the tenancy and immediately following the signing of this Agreement to take the meter readings and to notify the respective suppliers of this liability to pay such accounts and to enter into such contracts as may be required and at the conclusion of the tenancy to take the meter readings and to advise the respective suppliers

2.2(b) Not to introduce water meters *unless this is enforced by the water authority*

2.2(c) Not to introduce key meters to the Premises without the Landlord's prior written consent (such consent shall not be withheld unreasonably)

2.2(d) And the Landlord expressly consents that the Tenant may change the utility provider during the tenancy PROVIDED that the utilities are changed only once per tenancy and the Tenant must inform the Landlord and the Landlord's Agent in writing of the change of utility provider AND FURTHER during the changeover of utility provider the Tenant agrees to ensure that all charges accrued with the current and proposed utility provider and related administration are dealt with promptly and directly with the utility provider

2.2(e) And the Tenant expressly consents that the Landlord or Landlord's Agent may communicate or otherwise disclose to a utility comparison service the Tenant's relevant details for the purpose of changing utility providers and any forwarding address for the purpose of finalising utility accounts in accordance with this tenancy agreement

2.3(a) To pay the Council Tax (or any similar tax or charge which may replace it) in respect of the Premises during the tenancy and to pay the Landlord any costs which may be incurred by the Landlord as a result of the Tenant's default or ceasing to occupy the Premises as the Tenant's sole or main residence

2.3(b) And the Tenant expressly consents that the Landlord or the Landlord's Agent may communicate or otherwise disclose to the Local Authority the Tenant's relevant details including any forwarding address for the purpose of administering Council Tax in accordance with this tenancy agreement

- To purchase the appropriate television licence(s) and ensure at all times during the tenancy there is a current valid television licence in force in respect of any television set in the Premises whether belonging to the Landlord or the Tenant or hire company and should the Tenant have a hired television arrange for its return to the hirer at the conclusion of the tenancy

- *Repairs and Decorations*
- To keep the interior of the Premises and the fixtures and fittings of the Premises in the same repair order and condition as at the date of this Agreement and as specified in the said Inventory and Schedule of Condition except for damage caused by fair wear and tear and damage caused by the Insured Risks

2.6 (Subject to the Landlord's repairing obligations in clause 3.4) to take all reasonable care in operating "white goods" and electrical gas and other appliances and to pay for the replacement of any parts or appliances which have become defective through negligence or mis-operation by the Tenant

2.7 To replace all light bulbs batteries and electrical fuses which become defective or fail and to use the Premises in a proper manner

- To keep the furniture and effects specified in the Inventory and Schedule of Condition and the interior of the Premises in the same condition as they were at the commencement of the tenancy except for damage caused by fair wear and tear and damage caused by the Insured Risks

In the event of the Tenant or the Tenant's guests causing any damage to the interior of the Premises or the furniture and effects the Tenant agrees to replace any damaged items with articles of the same sort and equal value or to compensate the Landlord for any failure to replace repair and or make good such damage

The Tenant further agrees not to allow any of the said furniture and effects including any substituted furniture or effects to be removed from the Premises without the consent of the Landlord or the Agents for necessary repairs

2.9 To take all reasonable precautions to ensure the Premises are adequately ventilated at all times and prevent all problems and damage caused by mould and condensation

2.10 To make good all damage sustained to the Premises or to any part of the Building through any breach of the Tenant's obligations or through any improper use by or the negligence of the Tenant or the employees or agents for the Tenant or any person for the time being in or using the Premises or through the stopping up bursting overflowing or leakage of any of the taps baths washbasins showers water closets sinks cisterns heaters pipes fittings or apparatus due to the negligence of the Tenant or any such persons

2.11 To give to the Landlord or the Agents written notice of any damage destruction loss or happening to the Premises or the Contents however caused promptly after it comes to the attention of the Tenant

Access

2.12 To grant to the Landlord and the superior landlord (if any) and their respective agents an appointment on 48 hours prior written or telephone notice (except in an emergency) with or without workmen and others with all necessary appliances at all reasonable times to enter upon the Premises or any part thereof in order to inspect the state of repair and decoration thereof and to paint the outside of the Premises or the Building and generally to carry out therein any repairs additions alterations or other works which may appear to the Landlord or to the superior landlord (as the case may be) to be necessary to the Premises or to the Building

2.13 In the event that the Landlord gives written notice to the Tenant as a result of the Tenant’s failure to carry out any repairs which are the Tenant’s responsibility under this Agreement the Tenant agrees to carry out such repairs within one month of receiving such notice or immediately in the case of an emergency failing which the Landlord or the Agent shall be entitled to enter the Premises to perform these works the cost of which is payable by the Tenant to the Landlord or to the Agents upon written demand

2.14 Within the last two months of the tenancy and at all reasonable times on a mutually agreed appointment (such appointment not to be unreasonably withheld) to grant access to the Landlord or the Agents with or without any prospective purchaser or mortgagee or tenant or surveyors to enter upon and view the Premises

Cleaning

2.15 To have the chimneys (if any) belonging to the Premises thoroughly swept and cleaned as often as necessary

2.16 To leave the inside of all windows clean at the conclusion of the Tenancy

- To ensure that the smoke alarm(s) (if any) installed in the Premises is kept free from obstruction and in good working order and that if such smoke alarm(s) is battery operated that the battery is replaced as and when necessary to ensure the smoke alarm(s) is fully operational at all times
- Not to cause or allow any obstruction or blockage to any baths wash-basins closets cisterns domestic water heaters and waste and other internal pipes together with drains downpipes and gutters in or connected with the Premises and not to damage the pipes wires fittings and appliances within or exclusively serving the Premises

Garden

2.19 To keep the garden (if any) in the same condition and state of cultivation as it was in at the commencement of the tenancy as stated in the Inventory and Schedule of Condition and to ensure the lawns and designated grassed areas are kept properly mown and tidy and not to cut down or remove or alter the general shape of any trees plants or shrubs (other than annual plants) and not to alter the layout of the garden nor to remove any garden furniture or ornaments FOR THE AVOIDANCE OF DOUBT it is agreed that the Tenant shall not be held liable in the event that any plant flower shrub (whether annual or perennial) or grassed areas perishes for whatever reason nor shall he be held liable for any tree which may perish through disease weather condition or lack of attention PROVIDED THAT the Tenant shall have provided water for the said plants trees shrubs or grassed areas as necessary (unless this is prohibited by the water provider) and further the Landlord agrees to supply to the Premises for the Tenant's use such gardening tools as may be appropriate to comply with this sub clause

Statutory Obligations

2.20 To give notice to the Landlord or Landlord's Agents and proper sanitary authority in the event of disinfection or fumigation being required in consequence of the occurrence of any infectious or contagious illness or infestation of rats mice fleas insects and the like on the Premises and if caused by the Tenant's negligence to bear the costs of any remedial action taken

2.21 To give the Landlord or the Landlord's Agents promptly any statutory notice received concerning the Premises or the Building or any neighbouring premises or buildings including but not limited to The Party Walls etc Act 1996

2.22 To promptly forward to the Landlord or the Landlord's Agents any correspondence addressed to either of them which is delivered to or left at the Premises or has otherwise come to the attention of the Tenant

- To allow the Landlord or the Landlord's Agents to enter the Premises to comply with any lawful requirement of any statutory body.

Insurance

2.24 (Subject to the Landlord’s insuring obligations in clause 3.5) the Tenant acknowledges the Landlord cannot insure the Tenant’s personal property including clothing and perishable foodstuffs and the Tenant should make adequate provisions to insure their own property

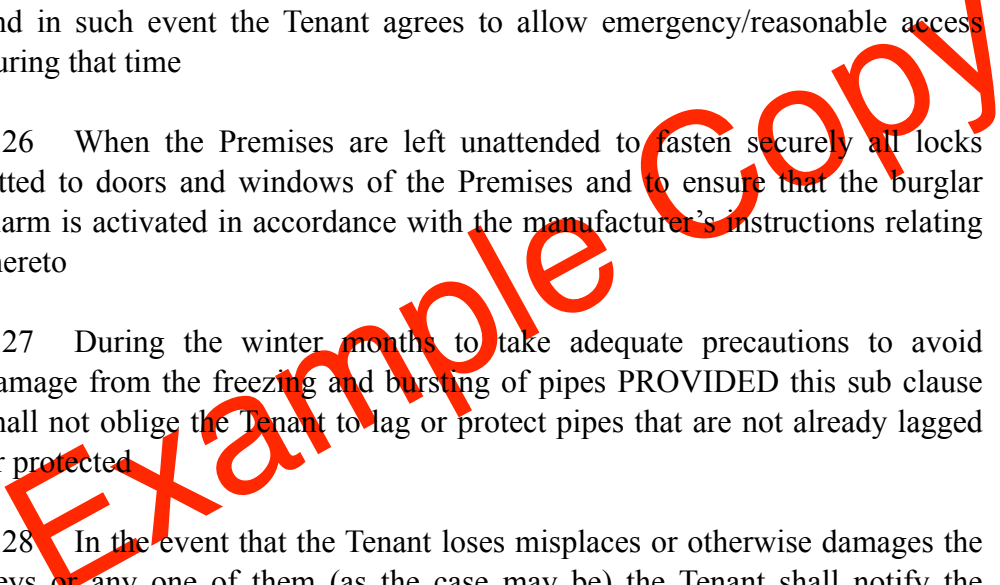
Security and Keys

2.25 Not to leave the Premises unattended for a period of more than 21 consecutive days without prior written notice to the Landlord or the Agents and in such event the Tenant agrees to allow emergency/reasonable access during that time

2.26 When the Premises are left unattended to fasten securely all locks fitted to doors and windows of the Premises and to ensure that the burglar alarm is activated in accordance with the manufacturer’s instructions relating thereto

2.27 During the winter months to take adequate precautions to avoid damage from the freezing and bursting of pipes PROVIDED this sub clause shall not oblige the Tenant to lag or protect pipes that are not already lagged or protected

2.28 In the event that the Tenant loses misplaces or otherwise damages the keys or any one of them (as the case may be) the Tenant shall notify the Landlord or Agent as soon as practicably possible and agrees not to make or have made any duplicate keys to the Premises nor to replace nor add any new locks to the Premises without the previous written consent of the Landlord or the Agents (except in an emergency) and the Tenant undertakes that one full set of keys to the new locks shall at all times be provided at the Tenant’s expense to the Landlord or the Agents



Assignment

2.29 Without the Landlord's prior written consent (which shall not be withheld unreasonably) the Tenant shall not sublet assign or share possession of the Premises and shall not take in any lodger or paying guest

Use Obligations

2.30 Not to cause or permit the Premises to be used for any profession trade or business whatsoever and not to use the Premises for any purpose other than a private residence by the Tenant as his main and principal home without prior written consent of the Landlord or the Landlord's Agents

2.31 Not to use or permit the Premises to be used for any illegal or immoral purpose and not to hold any sale or auction at the Premises Not to do nor permit upon the Premises or the Building anything which may be or become a danger nuisance annoyance or cause damage or inconvenience to the occupier of any part of the building or neighbouring owners or occupiers

2.32 Not to carry out any decoration to the Premises without the prior written consent of the Landlord or the Landlord's Agents and not to alter nor interfere with the construction or arrangement of the Premises or the fixtures and fittings belonging to the Landlord or alter or affix anything to the walls without the Landlord's prior written consent or damage the floors wiring pipes or drains of the Premises and further not to alter or to have made altered or extended any electrical wiring plumbing or gas installation on the Premises

2.33 Not to store furniture in the Premises in excess of that required for living requirements of the Tenant

2.34 Not to use the loft cellar garage or outbuildings belonging to the Premises (if any) for storing or placing any of the Landlord's Contents (unless the Inventory and Schedule of Condition states otherwise) without prior written consent of the Landlord or the Landlord's Agents

2.35 Not to change nor permit to be changed the telephone number of the Premises nor the supplier of the service nor to allow the telephone line to be disconnected at any time FURTHER not to install nor permit to be installed therein any additional or alternative telephone equipment without the prior written consent of the Landlord or the Landlord's Agents

2.36 Not to hang any washing outside the Premises except in the properly designated areas

2.37 Not to keep or allow to be kept any animal reptile or bird in or on the Premises without the prior written permission of the Landlord or the Landlord's Agents which shall not be withheld unreasonably

2.38 Not to place leave or cause to be left anything in any entrance landing passage stairway lift or common part of the building (if any) and not to throw or allow to be thrown anything whatsoever from any window of the Premises

2.39 Not to cause or permit any offensive or inflammable material to collect in or on the Premises and not to use or permit to be used on the Premises any heater the fuel of which is of a dangerous nature

2.40 Not to make or suffer to be made any unreasonable noise in or on the Premises by way of piano audio equipment radio or television set or other mechanical or musical instrument singing or dancing or otherwise at any time whatsoever

2.41 Not to erect or permit to project outside the Premises any wireless satellite dish or television aerial without the prior consent in writing of the Landlord or the Landlord's Agents

2.42 Not to commit or allow the commission upon the Premises of any act which could lead to the prosecution of the Tenant or the Landlord under the Misuse of Drugs Act 1971 or any statutory enactment which replaces or modifies the same nor bring keep nor permit the keeping of any unlawful drugs or prohibited substances upon the Premises

2.43 Not to sell or otherwise dispose of the Landlord's Contents without the Landlord's prior written consent

Head Lease (if any)

2.44 To perform and observe the covenants on the lessee’s part contained in any superior lease so far as these relate to the occupier of the Premises (if any) and to pay the Landlord all claims damages costs and expenses in any way caused by any breach of this obligation provided that the Landlord or the Agents have supplied the Tenant with a copy of the said lease

Costs on Breach of Tenancy

2.45 To pay to the Landlord on demand all reasonable and proper legal and other costs and disbursements and VAT, as shall be awarded by the Court where appropriate, incurred by the Landlord in enforcing or attempting to enforce the provisions of this Agreement where the Tenant is in default including recovering rent or other monies payable hereunder or recovering possession of the Premises. In the event of a dispute relating to the amount of legal costs incurred the amount payable by the Tenant shall be assessed by the Court

At the End of the Tenancy

2.46 At the conclusion of the tenancy hereby created to yield up the Premises with vacant possession including all of the Landlord’s Contents (or the articles substituted) in such a state of repair condition and cleanliness as shall be in accordance with the Tenant’s obligations as stated in this agreement

2.47 To hand over to the Landlord or the Landlord’s Agents or their representative at the end of the tenancy all keys to the Premises and/or alarm codes and in the event of the Tenant’s failure to comply with this obligation the Landlord shall have the right to change all locks to the Premises at the Tenant’s expense

2.48 In the event that possessions belonging to the Tenant or members of the Tenant’s household remain at the Premises at the conclusion of the tenancy such as to prevent the Landlord from being able to re-let or sell the Premises the Tenant shall pay to the Landlord damages at the rate equal to the rent then payable for the Premises until the Tenant shall have removed all such goods and in the event of them not being removed within 14 days of the conclusion of the tenancy any remaining items belonging to the Tenant shall be deemed to have been abandoned and the Landlord may dispose of such items in a reasonable manner having regard to the value of any of the items and the Tenant shall be liable for all reasonable costs incurred in this regard Where any items of value are disposed of the Landlord or the Agents shall obtain the best price that is reasonably possible and credit any proceeds to the Tenant’s account in full In addition the Tenant undertakes to pay to the Landlord all reasonable additional expenses incurred by the Landlord in checking the Inventory which cannot be checked until all goods and possessions belonging to the Tenant or members of his household have been removed

- At the conclusion of the tenancy to leave the Premises clean and tidy and ensure that all linen that has been used by the Tenant during the tenancy (if any) is freshly laundered and to clean all sheets blankets duvets carpets upholstery curtains and other articles set out in the Inventory and Schedule of Condition or articles substituted for the same which shall be shown by reference to the Inventory to have been soiled during the tenancy

Party Walls

- In order to comply with the Party Walls etc Act 1996 to permit the owner of neighbouring property or their authorised workmen or other professional advisors access to the Landlord's Premises in order to carry out any work required to the Premises or their neighbouring property in accordance with the said Act
- To promptly forward to the Landlord or the Agents any notice delivered to the Premises under the provisions of the Party Walls etc Act 1996

3 LANDLORD'S OBLIGATIONS

The Landlord Agrees with the Tenant:

- To pay all taxes service charges and other outgoings payable in respect of the Premises during the tenancy excepting Council Tax or other charges agreed to be paid by the Tenant
- To provide and maintain the structure and exterior of the Premises and the Contents in good repair and replace any of the Contents that may become defective due to fair wear and tear during the tenancy except in respect of damage caused by the Tenant or any invitee or insofar as the Tenant is liable to keep the Premises in repair under clause 2 of this agreement
- This Agreement shall take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the Landlord obligations as to the repair of the structure and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences) and for space heating or heating water (but not other fixtures fittings and appliances for making use of the supply of water and electricity) Responsibility for charges due to contractors engaged by the Tenant will only be accepted by the Landlord or his Agent where contractors have been engaged in a genuine emergency and the costs incurred are reasonable and proportionate to the nature and extent of the works required
- To maintain all gas/electrical appliances/central heating system and make good/replace any parts which become defective due to fair wear and tear (excepting light bulbs/electrical fuses) and not caused by any negligence on the part of the Tenant/Tenant's visitors and to have all boilers stoves and any other appliance powered by solid fuel gas or oil serviced annually by a qualified contractor
- To keep the Premises and the Landlord's Contents insured against fire and the usual comprehensive risks (The Insured Risks)
- That the Tenant paying the rent and observing the stipulations on the part of the Tenant contained in this agreement shall peaceably hold and enjoy the Premises during the tenancy without any interruption by the Landlord or any person acting on the Landlord's behalf
- If the Premises shall be destroyed or damaged by any of The Insured Risks so as to be unfit for habitation and use the rent shall cease to become payable until the Premises have been rendered fit again for occupation and provided that the Landlord's insurances shall not have been voided as a result of any act or omission by the Tenant then either party may by giving written notice to the other party terminate the tenancy forthwith in which event any rent which may have been paid by the Tenant in respect of any unexpired period of the tenancy shall be repaid by the Landlord

Tenant (1) Initials.....Tenant (2) Initials.....Tenant (3) Initials.....Landlord/Agent.....Date.....

3.8 The Landlord warrants that:

a) The Landlord is the sole owner of the leasehold or freehold (as the case may be) interest in the Premises and that all consents necessary to enable him to enter into this agreement (whether from Superior Lessors Mortgagees or others) have been obtained

- Where applicable all upholstered furniture soft furnishings beds mattresses pillows and cushions supplied to the Premises comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended

c) The Landlord will comply with the Gas Safety (Installation and Use) Regulations 1998 and ensure that a copy of the record in respect of any appliance or flue so checked is given to the Tenant within 28 days of that check being carried out and the Landlord or the Landlord's Agent (as the case may be) will provide the Tenant with the last record of any check carried out at the Premises under these Regulations

4. INVENTORY

4.1 If the Tenant or any agent appointed by the Tenant shall not keep an appointment made by the Landlord or the Agents to check the Inventory the Tenant agrees to pay the reasonable additional cost incurred by the Landlord in making and attending a second appointment to check the Inventory and if neither Tenant nor the agent of the Tenant shall keep such a second appointment then no further appointment will be made

4.2 The Landlord and Tenant shall equally share the cost (if any) of checking the Inventory and Schedule of Condition prior to the commencement and at the conclusion of the tenancy

5 PROVISION FOR RE-ENTRY

5.1 It is hereby agreed that if the rent is unpaid for 14 days after becoming payable (whether formally demanded or not) or any of the foregoing agreements or stipulations on the Tenant's part shall not be performed and in particular relating to Ground 8 in Part I Schedule 2 of the Housing Act 1988 (as amended) and Grounds 10 to 15 and Ground 17 in Part II Schedule 2 of the Housing Act 1988 (as amended) or if the Tenant for the time shall become bankrupt the Landlord (or the Landlord's Agents on the Landlord's behalf) may at any time thereafter re-enter upon the Premises and resume possession of it subject to first obtaining an order for possession from the Court and thereupon this tenancy shall determine The Landlord shall remain entitled to pursue any loss damage expense or arrears which result from any breach of this agreement on the part of the Tenant

• **DEPOSIT**

6.1 Before the commencement of the tenancy the Tenant shall pay the deposit subject to the provisions of Clause 6 to be held against:

- any damage or compensation for damage to the Premises and its Contents 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)
- 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 and its Contents
- 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
- 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

6.2 The Parties acknowledge that if the Landlord does not subscribe to his Agent's management service and a dispute arises over the return of the deposit then the Landlord's Agent will not become involved in attempting to resolve any such dispute but that either Party may submit the case to the Deposit Protection Service for adjudication by the Independent Case Examiner where rules allow

6.3 Landlord or the Landlord's Agents shall be entitled to deduct from the deposit such sums as may be reasonably required to rectify remedy or compensate the Landlord or his Agent for any failure or breach by the Tenant of his obligations under this agreement (including the cleaning of the Premises and Contents)

6.4 The Tenant expressly consents that the Landlord's Agent may communicate or otherwise disclose to the Landlord the Tenant's relevant details including any forwarding address for the purpose of administering the deposit in accordance with this tenancy agreement

Deposit settlement:

6.5 a) the Landlord or his Agent must inform the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the deposit

- if there is no dispute the Landlord or his Agent will keep or repay the deposit according to the agreed deductions and the conditions of the tenancy agreement and payment of the deposit or any balance of it will be made without interest within 10 working days of the Landlord agreeing the allocation of the deposit

c) the Tenant should inform the Landlord or his Agent in writing if he intends to dispute any of the deductions regarded by the Landlord or his 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 Independent Case Examiner (“ICE”) may regard failure to comply with the time limit as a breach of the rules of the Deposit Protection Service and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter

d) if after 10 working days following notification of a dispute to the Landlord or his 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 then the dispute will (subject to Clause 6.6 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication

6.6 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses hereinabove

7 Housing Act 1988 (as amended)

7.1 This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1996

7.2 The Tenant acknowledges that immediately before entering into this Agreement he was not alone or jointly with any other person a protected or statutory Tenant of the Premises or the Landlord

7.3 The Tenant hereby declares that for the duration of the Tenancy hereby created the Premises are to be his main or principal home as defined within the meaning of Part 1 Section 1 of the Housing Act 1988

- The Landlord hereby gives notice to the Tenant that where the Premises are subject to a mortgage and are or may become his principal home then possession may be recovered under Ground 1 and 2 in Part 1 of Schedule 2 to the Housing Act 1988 but in such cases no such possession will be sought under the aforementioned Grounds during the first six months of the Tenancy hereby created

• **SPECIAL TENANCY CONDITIONS**

8.1 The Tenant hereby consents to the Landlord's Agents processing data any information or personal details on or of the Tenant as defined in the Data Protection Act 1998

- The parties hereby declare that pursuant to Regulation 8(3) of The Consumer Protection (Distance Selling) Regulations 2000 the right to cancel this Tenancy Agreement afforded to the Tenant under the aforementioned Regulations does not apply and accordingly there is no right on the part of the Tenant to cancel this Tenancy Agreement once the Tenancy Agreement has been exchanged and completed between the parties and the Tenant has taken occupation of the Premises
- Where the total rent payable under a tenancy or any combination/series of tenancies (including Periodic tenancies) has a Net Present Value (NPV) in excess of £125,000 then under revised regulations introduced on 1st December 2003 the Tenant is legally obliged to arrange and pay for the stamping of the tenancy agreement within 30 days of the commencement date. If the Tenant has any reason to believe that the NPV of the tenancy or series of tenancies is close to or exceeds the £125,000 figure then it is strongly recommended that they seek specialist professional advice and to visit the Inland Revenue Stamp Office Website at www.inlandrevenue.gov.uk/so
- Notwithstanding clause 2.37 no pets permitted at the property
- No smoking permitted in the property

ADDITIONAL INFORMATION RELATING TO THE CONDITION OF THE PROPERTY

Address of Premises **Address *******

Tenant(s): **Miss *******
Mr *****

The Tenant(s) as named above agree to retain the property in the same manner as at the start of the tenancy.

The property will be inspected quarterly during the term of the tenancy.

The following must be adhered as a condition of occupation.

For further information please read the following points in conjunction with: -

SECTION 2: - TENANT’S OBLIGATIONS: - Repairs and Decorations

of your Tenancy Agreement

- To keep the interior of the Premises and the fixtures and fittings of the Premises clean and in the same repair order and condition as at the date of this Agreement
- To take all reasonable care to avoid infestation by rodents, cockroaches and any other vermin. **(Please ensure that unwanted food is removed quickly and in a proper manner. Do not allow food to fall behind units or remain uncovered in cupboards.)**
- To take all reasonable care in operating “white goods” and electrical/gas and other appliances and to pay for the replacement of any parts or appliances which have become defective through negligence or mis-operation by the Tenant
- To replace all light bulbs batteries and electrical fuses which become defective or fail and to use the Premises in a proper manner
- To keep the furniture and effects specified in the Inventory and Schedule of Condition and the interior of the Premises in the same condition as they were at the commencement of the tenancy
- In the event of the Tenant or the Tenant’s guests causing any damage to the interior of the Premises or the furniture and effects the Tenant agrees to replace any damaged items with articles of the same sort and equal value or to compensate the Landlord for any failure to replace repair and or make good such damage
-

Tenant (1) Initials.....Tenant (2) Initials.....Tenant (3) Initials.....Landlord/Agent.....Date.....

The Tenant further agrees not to allow any of the said furniture and effects including any substituted furniture or effects to be removed from the Premises without the consent of the Landlord or the Agents for necessary repairs

- To take all reasonable precautions to ensure the Premises are adequately ventilated at all times and prevent all problems and damage caused by mould and condensation
- To make good all damage sustained through any improper use/negligence of the Tenant or the employees or agents for the Tenant or any person for the time being in or using the Premises or through the stopping up bursting overflowing or leakage of any of the taps baths washbasins showers water closets sinks cisterns heaters pipes fittings or apparatus due to the negligence of the Tenant or any such persons
- To give to the Landlord or the Agents written notice of any damage or loss to the Premises or the Contents however caused promptly after it comes to the attention of the Tenant

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his 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.

Signed by all persons named as **Landlord/Agent**

Signed Date.....

Signed Date.....

Signed by all persons named as **Tenant:**

Signed Date.....

Signed Date.....

Signed Date.....

Signed Date.....

Example Copy

Tenant (1) Initials.....Tenant (2) Initials.....Tenant (3) Initials.....Landlord/Agent.....Date.....