

Assured Shorthold Tenancy Agreement



Guidance Notes for Tenants

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

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

This agreement sets out the terms, obligations and promises made by the tenant to the landlord and the landlord to the tenant. This agreement will be legally binding once signed by both parties and dated.

Once you have read and fully understood this agreement, please initial each page and sign the agreement then return to us to allow the tenancy to commence.

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

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

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





Assured Shorthold Tenancy Agreement
The Main Terms of the Agreement

DATE 08 June 2019

This Draft Assured Shorthold Tenancy Agreement is made on the above date between

LANDLORD(S)

Mr. Landlord Test
1 Test Street
Mortlake
SW14 8HY

(which expression jointly and individually includes the landlords' successors in title or assigns or mortgagees)

(Jointly and Individually)

TENANT(S)

Mr. Tenant Test
1 Draft Agreement
Mortlake
SW14 8HY

PROPERTY

1 Test Road
Mortlake
SW14 8HY

(Including / excluding)

THE TENANCY PERIOD of twelve calendar months from and including 08 June 2019 ('The Commencement Date') to and including 07 June 2020 and thereafter month-to-month and until terminated by either party serving notice on the other in accordance with this Agreement ('the Expiration Date'), 'the Term'.

THE RENT for the term shall be £1,000.00, (one thousand pounds), payable on the eighth day of each one calendar month(s) in advance with the first instalment(s) of £1,000.00, (one thousand pounds), in Cleared Funds on or before the commencement of the tenancy to:

James Anderson Estate Agents Limited
363 Upper Richmond Road West East Sheen SW14 7NX

Thereafter all such payments shall be made by standing order to:

Account Name:	James Anderson Rental Client Account
Bank:	National Westminster Bank
Sort Code:	60-01-39
Account No:	02280779
BAND/SWIFT:	GB19NWBK60013902280779
BIC:	NWBKGB2L





The rental to be exclusive of Council Tax, Water Charges, Electricity and Gas (if applicable).

THE DEPOSIT of £1,153.84, (one thousand one hundred and fifty three pounds and eighty four pence), paid by the Tenant to and to be held by James Anderson as stakeholder and subject to the terms of the Tenancy Deposit Regulations. At the end of the Tenancy, the deposit will be returned to the Tenant, without interest as detailed in clauses 3.0 -3.11.10 and subject to the possible deductions specified in this Agreement.

This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act.

Where the Tenancy shall include the Landlord's Fixtures and Fittings ('the Fixtures and Fittings') in the Premises this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition ('the Check-In Inventory and Schedule of Condition').

SAMPLE





DEFINITIONS

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

- Acts of Parliament** Any reference to any 'Act of Parliament' includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.
- The Agreement** References to 'Agreement' or 'the Agreement' are to this Tenancy Agreement.
- Cleared Funds** means cash or a direct debit payment, standing order payment or (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. To avoid 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** 'The Deposit' means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant's obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.
- Deposit Holder** 'The Deposit Holder' as mentioned in the Prescribed Information pages attached to this Agreement, is the person, firm, or company who holds the Deposit and is a member of the Tenancy Deposit Scheme ('TDS Insured') operated by The Dispute Service (TDS)—one of the organisations authorised to register Deposits under the Housing Act 2004.
- Fixtures and Fittings** References to the 'Fixtures and Fittings' mean all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
- Head Lease or Superior Lease** Sets out the legally binding promises the Landlord has made to his Superior Landlord (if applicable). The promises contained in the Head Lease will bind the Tenant if he has prior knowledge of those promises.
- Insurable Risks** 'Insurable Risks' means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.
- Superior Landlord** means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
- Water Charges** References in this Agreement to 'Water Charges' include references to sewerage and environmental service charges.
- The Check-In Inventory and Schedule of Condition** The 'Check-In Inventory and Schedule of Condition' or 'Inventory' means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk 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	Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression 'Joint and Several' means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement.
Landlord	The expression 'Landlord' shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.
Landlord's Agent	'The Landlord's Agent' or 'Agent' means James Anderson Estate Agents Limited of 17 Sheen Lane, Mortlake SW14 8HY or persons authorised by the Landlord to act on the Landlord's behalf from time to time in relation to the Tenancy or a solicitor, for example.
Permitted Occupier	'Permitted Occupier', if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
Property/Premises	References to 'the Property' or 'the Premises' include reference to any part or parts of the Premises and the curtilage of the same, together with the garden, garage and parking space (if applicable) 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	'Relevant Persons' mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant, e.g. a local authority, parent, or Guarantor. Relevant Persons will be given details of the scheme with which the Deposit will be registered.
Stakeholder	Where the Deposit is held as 'Stakeholder' no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the TDS.
TDS	'TDS' means the Tenancy Deposit Scheme operated by The Dispute Service Ltd as detailed in the Prescribed Information attached to this Agreement.
Tenant	'The Tenant' includes anyone to whom the Tenancy has been lawfully transferred.
Term or Tenancy	References to 'the Term' or 'the Tenancy' include any extension or continuation of the Agreement or any periodic Tenancy which may arise following the expiry or determination of the period of the Term as specified on page 3 of this agreement.

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 his lender may have a power of sale of the Property if the Landlord does not make his





mortgage payments for the Property;

Ground 7A: Any of the following conditions is met:

Condition 1 is that

- (a)** the tenant, or a person residing in or visiting the dwelling-house, has been convicted of a serious offence, and
- (b)** the serious offence –
 - i. was committed (wholly or partly) in, or in the locality of, the dwelling-house
 - ii. was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling house, or
 - iii. was committed elsewhere against the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and directly or indirectly related to or affected those functions.

Condition 2 is that a court has found in relevant proceedings that the tenant, or a person residing in or visiting the dwelling-house, has breached a provision of an injunction under Section 1 of the Anti-Social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and

- (a)** the breach occurred in, or in the locality of the dwelling-house, or
- (b)** the breach occurred elsewhere and the provision breached was a provision intended to prevent:-
 - i. conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
 - ii. conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions and that is directly or indirectly related to or affects those functions.

Condition 3 is that the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under Section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved:-

- (a)** a breach that occurred in, or in the locality of the dwelling-house, or
- (b)** a breach that occurred elsewhere of a provision intended to prevent:-
 - i. behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in or occupy housing accommodation in the locality of, the dwelling-house, or
 - ii. behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions and that is directly or indirectly related to or affects those functions.

Condition 4 is that

- (a)** the dwelling-house is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and
- (b)** access to the dwelling-house has been prohibited (under the closure order or under a closure notice issued under section 78 of that Act) for a continuous period of more than 48 hours.

Condition 5 is that

- (a)** the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under-





- i. section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance); or
 - ii. section 82(8) of that Act (breach of a court order to abate statutory nuisance etc), and
- (b)** the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if

- (a)** there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or
- (b)** the final determination of the appeal results in the conviction, finding or order being overturned.

In this ground

“relevant proceedings” means proceedings for contempt of court or proceedings under Schedule 2 to the Anti-Social Behaviour, Crime and Policing Act 2014;

“serious offence” means an offence which-

- (a)** was committed on or after the day on which the ground comes into force;
- (b)** is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter, and
- (c)** is not an offence that is triable only summarily by virtue of Section 22 of the Magistrates’ Courts Act 1980 (either-way offences where value involved is small).

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 14ZA: The tenant or an adult residing in the dwelling-house has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

In this Ground – “adult means a person aged 18 or over; “indictable offence” does not include an offence that is triable only summarily by virtue of Section 22 of the Magistrates’ Courts Act 1980 (either way offences where value involved is small); “riot” is to be construed in accordance with Section 1 of the Public Order Act 1986.

The Ground applies only in relation to dwelling-houses in England.





JAMES
ANDERSON

- 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.

SAMPLE





TENANTS 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.

1. The **TENANT** agrees with the Landlord as follows:

1.1 Rent

- 1.1.1 To pay the rent in cleared funds according to the terms of this Agreement whether formally demanded or not in accordance with 'The Rent' specified in the 'Main Terms of Agreement' section of this document.
- 1.1.2 The Tenant shall pay to the Landlord interest at the rate of 3% above the Bank of England base rate from time to time on any rent or other money payable under this agreement remaining unpaid for more than 14 days after the day on which it became due.
- 1.1.3 Any person other than the Tenant who pays the Rent (or any part of the Rent) shall be deemed to have made payment as the agent for and on behalf of the Tenant and not on his own behalf. The Landlord will be entitled to make this assumption without further enquiry.

1.2 Costs and Charges:

- 1.2.1 To protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenant contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.
- 1.2.2 The costs to the Tenant of Stamp Duty Land Tax payable to Her Majesty's Revenue and Customs (if applicable).
- 1.2.3 To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.
- 1.2.4 Any costs not paid by any assignee if the Landlord agrees to an assignment which is incurred by the Landlord's Agent following the early ending of the Tenancy by the Tenant will be deducted from the Deposit.
- 1.2.5 Any re-letting costs, all rent due under the tenancy agreement until the start date of the replacement tenancy and commission incurred by the Landlord if the Tenant vacates the Property early other than according to a break clause. These costs shall be no more than the maximum amount of rent outstanding on the tenancy.

1.3 Services and Utilities

- 1.3.1 To notify each supplier of gas, electricity, water, telephone and internet services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 1.3.2 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.
- 1.3.3 To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the





Tenancy will be apportioned.

- 1.3.4 In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
- 1.3.5 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.
- 1.3.6 Not to change 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 to procure the transfer of the telephone number to any other address.
- 1.3.7 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.
- 1.3.8 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.
- 1.3.9 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.
- 1.3.10 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the Commencement Date.

1.4 Correspondence and Notices

- 1.4.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.
- 1.4.2 To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Landlord's Agent promptly.

1.5 The Manner of Use of the Property

- 1.5.1 To use the Property for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.
- 1.5.2 To agree that the Property is let on the condition that they are occupied by no more than four occupiers including children unless those occupiers form a single family group. If the Tenant wishes to have more than four occupiers from more than one family group within the Property the Tenant must gain the Landlord's written consent. If there are more than 4 occupiers not in a single family group residing in the Property without the Landlord's consent then the Landlord will seek a Court Order for possession of the Property as the Landlord may be in breach of his statutory obligations.
- 1.5.3 To use and look after the Property in a proper manner throughout the Tenancy.
- 1.5.4 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.

- 1.5.5 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.
- 1.5.6 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 1.5.7 To use the Premises in a Tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord/Landlord's Agent.
- 1.5.8 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).
- 1.5.9 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 1.5.10 To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 1.5.11 To notify the Landlord or the Landlord's Agent promptly of any electrical problems with wiring, plugs, or appliances.
- 1.5.12 To notify the Landlord or the Landlord's Agent promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- 1.5.13 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.
- 1.5.14 To look after the Fixtures and Fittings in or on the Property as shown in the inventory and or the schedule of condition and to protect them from destruction or damage.
- 1.5.15 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 provided the pipes and installations were insulated at the start of the Tenancy.
- 1.5.16 To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
- 1.5.17 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
- 1.5.18 To take all appropriate 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.

- 1.5.19 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 1.5.20 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 1.5.21 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.
- 1.5.22 To return to the Landlord at the end of the Tenancy the Property and the Fixtures and Fittings in the same state and condition specified in the Inventory and Schedule of Condition (if any) together with any substituted replacement articles.
- 1.5.23 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 (if any) prepared at the start of the Tenancy.
- 1.5.24 Not to register a company at the address of the Property.
- 1.5.25 Not to run a business from the Property.
- 1.5.26 Not to use the Property for any illegal, immoral or improper use.
- 1.5.27 Not to hold or allow any sale by auction at the Property.
- 1.5.28 Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.
- 1.5.29 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.
- 1.5.30 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) or outside without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
- 1.5.31 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
- 1.5.32 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
- 1.5.33 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.
- 1.5.34 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be





unreasonably withheld.

- 1.5.35 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.
- 1.5.36 Not to obscure the windows or doors of the Property with any material other than domestic curtains and blinds (depending on the fixings provided).
- 1.5.37 To keep the windows of the Premises clean.
- 1.5.38 To wash and clean all items that may have become soiled during the Term.
- 1.5.39 Not to use open fires in the Property except in fireplaces expressly authorised in writing by the Landlord or the Landlord's Agent as appropriate for this purpose.
- 1.5.40 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.
- 1.5.41 To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary and to check the alarms monthly to ensure that they work.
- 1.5.42 Not to commit any act which causes deterioration of the Property and of the Fixtures and Fittings.
- 1.5.43 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 affected by flooding.
- 1.5.44 (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 1.5.45 (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 1.5.46 (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.
- 1.5.47 (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.
- 1.5.48 To clean and disinfect any and all showerheads in the Premises every six months.

1.6 Smoking

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

1.7 The Garden (if applicable)

- 1.7.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season and outside areas of the Property (if any) in good seasonable cultivated order throughout the Tenancy.
- 1.7.2 To protect the shrubs, trees and plants growing in the garden of the Property (if any) and, in particular, to preserve any plants of particular value listed in the Inventory and Schedule of





Condition, including the watering of any house plants listed in the Inventory and Schedule of Condition (if any).

- 1.7.3 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 as at the start of the Tenancy.
- 1.7.4 To hand back the gardens and grounds of the Property to the Landlord at the end of the Tenancy in the state and condition described in the Inventory and Schedule of Condition.

1.8 Storage

- 1.8.1 Not to deposit or store coal or fuel on any part of the Property save and except in the area or receptacle set aside for that purpose and described in the Inventory and Schedule of Condition.
- 1.8.2 Not to keep combustible, inflammable, dangerous or offensive goods, substances or other materials at the Property apart from those required for general household use.

1.9 Insurance

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

The Tenant should consider taking out and maintaining appropriate insurance on all his own furniture, contents and effects in the Property.

1.10 Absence from the Property

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





1.11 Cleaning

- 1.11.1 To wash, iron and press linen, bedding, curtains and net curtains in the Property regularly and at the end of Tenancy.
- 1.11.2 To vacuum and clean all soft furnishings and the Fixtures and Fittings in the Property regularly and at the end of the Tenancy.
- 1.11.3 To clean the inside and outside of all easily accessible windows of the Property regularly and at the end of the Tenancy.
- 1.11.4 To clean the Property and the Fixtures and Fittings regularly and to clean or pay for the cleaning of the Property and the Fixtures and Fittings to the same standard as detailed in the inventory and schedule and condition at the end of the Tenancy.

1.12 Access and visits

- 1.12.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.
- 1.12.2 To permit the Premises to be viewed during the last two months of the Term at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises.
- 1.12.3 To allow the erection of the Landlord's Agent's board at the Property advertising the Property 'For Sale' or 'To Let' during the last two calendar months of the Tenancy and also at any renewal of, or extension of the Tenancy.
- 1.12.4 To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises

1.13 Assignment

- 1.13.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee of £50 (inc. VAT) per tenant or any reasonable costs incurred if higher to amend this Agreement in accordance with the Agent's published scale of fees.

1.14 Security

- 1.14.1 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.
- 1.14.2 Not to install or change any locks in the Premises (including windows) and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 1.14.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.
- 1.14.4 Not to have any additional keys made for existing locks (except in an emergency) without the consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld





or delayed.

- 1.14.5 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.
- 1.14.6 To hand back all additional keys together with all original keys and any security devices to the Property at the end or earlier ending of the Tenancy.
- 1.14.7 To notify the Landlord or the Landlord's Agent immediately, if any keys or other security devices belonging to the Property are lost. Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.
- 1.14.8 To set the burglar alarm at the Property (if any) when the Property is vacant and at night.
- 1.14.9 To notify the Landlord or the Landlord's Agent of any new burglar alarm code immediately and to confirm that notification in writing immediately.
- 1.14.10 To indemnify the Landlord or the Agent for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm or negligence of the Tenant, his family or visitors.
- 1.14.11 Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

1.15 Nuisance and Noise

- 1.15.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise.
- 1.15.2 Not to create any excessive noise clearly audible outside the Property, in particular between 11pm and 9am (inclusive).

1.16 Animals and Pets

- 1.16.1 Not to keep any domestic or non-domestic animals, birds, reptiles or insects in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the Tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy
- 1.16.2 Where such consent is given, the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

1.17 Alterations and Decoration

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

1.18 Car Parking





- 1.18.1 To park private vehicle(s) only at the Property.
- 1.18.2 To park in the space, garage or driveway allocated to the Property (if any).
- 1.18.3 To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- 1.18.4 To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 1.18.5 Not to park any vehicle at the Property which is not in road worthy condition and fully taxed.

1.19 Refuse

- 1.19.1 To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy. To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

1.20 Immigration Act

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

1.21 Inventory and Check Out/End of the Tenancy

- 1.21.1 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 the Inventory and Schedule of Condition.
- 1.21.2 To clean or pay for the 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 the inventory and schedule and condition (if any).
- 1.21.3 The Tenant shall indemnify the Landlord or Landlord's Agent for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check-out procedures at the termination or sooner ending of the Tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord or Landlord's Agent for any costs incurred in arranging a second check-out appointment. If the Tenant does not keep the second appointment, any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment, the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.
- 1.21.4 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.
- 1.21.5 To replace all items shown in the Inventory and Schedule of Condition (if any) in their original positions at the start of the Tenancy.
- 1.21.6 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.
- 1.21.7 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.
- 1.21.8 To vacate the Property during office hours at a time mutually agreed with the Landlord or the Landlord's Agent.





- 1.21.9 To grant vacant possession of the Property at the end of the Tenancy.
- 1.21.10 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 without any liability 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.
- 1.21.11 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 4.3 below.
- 1.21.12 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.

1.22 Clauses that relate to leasehold property only

Where the Property is subject to a Superior Lease/Headlease then the Tenant will comply with the following provided a copy of the Superior Lease/Headlease is supplied:

- 1.22.1 If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the headlease) as set out in the headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this Tenancy.
- 1.22.2 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.
- 1.22.3 To pay any reasonable costs of the Landlord in considering such an application under clause 1.21.2 above whether the application is granted, refused or withdrawn.

1.23 Forfeiture

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

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

THE LANDLORDS OBLIGATIONS

2. The LANDLORD agrees with the Tenant as follows:





- 2.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.
- 2.2 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 his family or a visitor to the Tenant or the insurer pays to re-house the Tenant.
- 2.3 If the Property remains uninhabitable after one month except in case of the negligence or misuse of the Tenant the Landlord may terminate the Tenancy Agreement with immediate effect by serving written notice to that effect.
- 2.4 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.
- 2.5 If the Landlord holds the Property under a Superior Lease to pay ground rent, and service charges demanded under the Superior Lease.
- 2.6 To comply with and perform the terms and conditions of the Superior Lease other than those passed on to the Tenant (if any).
- 2.7 To provide a copy of the relevant sections of the Head Lease (if any) to the Tenant at the start of the Tenancy.
- 2.8 To pay all charges imposed by any Superior Landlord for granting this Tenancy.
- 2.9 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.
- 2.10 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a Tenant-like manner.
- 2.11 To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord (subject to the Tenant having given reasonable written notice of their intention to do so) to comply with his statutory obligations as stated in the Tenancy Agreement.

2.13 Ownership and Consents

- 2.13.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior Landlords, mortgagees, insurers or others) have been obtained.

2.14 Safety Regulations

- 2.14.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.
- 2.14.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this Agreement.
- 2.14.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.





2.14.4 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

2.14.5 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

2.15 Other Taxes and Charges

2.15.1 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 under this Agreement.

2.15.2 To pay for the making of a fully comprehensive Inventory, Check In and Schedule of Condition prior to the commencement of the Tenancy.

2.15.3 To pay for the cost of checking the Inventory, Check Out and Schedule of Condition at the termination of the Tenancy.

2.16 Possessions and Refuse

2.16.1 To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

SAMPLE





OBLIGATIONS AGREED BETWEEN THE TWO PARTIES

3. The DEPOSIT

The sum of £1,153.84, (one thousand one hundred and fifty three pounds and eighty four pence), shall be paid by Mr Draft Agreement ('The Relevant Person') to the Landlord/Agent upon the signing of this Agreement by way of a security Deposit ('the Deposit') and to be held by James Anderson as stakeholder and subject to the terms of the Tenancy Deposit Regulations.

- 3.1 Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the person or persons outlined at clause 3.1 above.
- 3.2 The Deposit will be held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme ('TDS Insured') operated by The Dispute Service ('TDS') which means that no deduction can be made from the Deposit without the written consent of both the Landlord and the Tenant.
- 3.3 The Landlord or Landlord's Agent will protect the Deposit within 30 days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Deposit.
- 3.4 Any interest earned on the holding of the Deposit will belong to the TDS.
- 3.5 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.
- 3.6 The Deposit has been taken for the following purposes:
 - (a) Any fees or other monies that the Agent is entitled to recover from the Tenant.
 - (b) Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.
 - (c) 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.
 - (d) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings, and contents.
 - (e) 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.
 - (f) 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.
- 3.7 The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this Agreement.
- 3.8 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 10 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 return the Deposit by cheque to any one person forming the Tenant at his last known address and such shall be a good discharge of this liability.

- 3.9 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.
- 3.10 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.
- 3.11 The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

Tenancy Deposit Scheme
The Dispute Service Ltd
1 The Progression Centre
42 Mark Road
Hemel Hempstead
Hertfordshire
HP2 7DW

phone 0300 037 1001
web www.tenancydepositscheme.com
email info@tenancydepositscheme.com

3.11 At the end of the Tenancy

- 3.11.1 The Landlord/Agent must tell the Tenant within ten working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 3.11.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within ten working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 3.11.3 In the event of multiple Tenants comprising the 'Tenant', each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through the TDS to deal with any dispute about the Deposit at the end of the Tenancy.
- 3.11.4 If, after ten working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 3.11.5 below) be submitted to the TDS for adjudication. All parties agree to co-operate with the adjudication process.
- 3.11.5 The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 3.11.4 above.
- 3.11.6 If there is a change of Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by the TDS.





- 3.11.7 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise 'the Tenant'.
- 3.11.8 Where more than one person is comprised for the time being in the expression 'the Tenant', the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 3.11.9 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner, termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.
- 3.11.10 The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

It is agreed between the Landlord and Tenant as follows:

4. Service of NOTICE

- 4.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is James Anderson Estate Agents Ltd, Lambourn House, 17 Sheen Lane, SW14 8HY
- 4.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the Deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.
- 4.3 Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own: draftagreement@jasheen.co.uk

Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own: propertymanagement@jamesanderson.co.uk

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

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

- 4.4 At the end of the initial fixed term as specified in 'The Rent' under the 'Main Terms of the Agreement' section of this document, the Term shall continue on a month-by-month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice, when served by the Landlord, should expire not less than two months after the same shall have been served on the Tenant. In





the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord.

5. Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

6. Data Protection and Confidentiality

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

7. Jurisdiction

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

8. Council Tax

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

9. Rent Review

- 9.1 It is agreed that the rent as defined in this Agreement will be reviewed on the anniversary of this Tenancy and upon each subsequent anniversary in line with the change in the Retail Prices Index (RPI) for the previous 12 months and the rent varied accordingly either by way of an upward or downward adjustment.

10. Interruptions to the Tenancy

- 10.1 If the Premises are destroyed or made uninhabitable by fire or any other insured risk, rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.
- 10.2 If the Premises are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

11. Reimbursement

- 11.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 6.5 hereof at the end of the Tenancy.

12. Repair

- 12.1 Sections 11–16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.
- 12.2 The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.





13. Documentation

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

14. 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.

SAMPLE





JAMES
ANDERSON

SIGNING OF THE AGREEMENT

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

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

SIGNED by the Landlord

Mr. Landlord Test

SIGNED by the Tenant(s)

Mr. Tenant Test

SAMPLE





**PRESCRIBED INFORMATION
Housing Act 2004**

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

1. Address of the property to which the Tenancy relates
1 Test Road, Test, SW14 8HY

Details of the Deposit Holder(s)

2. Name James Anderson Estate Agents Limited
3. Actual Address Lambourn House, 17 Sheen Lane, SW14 8HY
4. Email clientaccounts@jamesanderson.co.uk
5. Telephone Number 020 8878 4277
6. Fax Number 020 8878 2157

Details of Tenant(s)

7. Name Draft Agreement
8. Address for contact after the Tenancy ends (if known)

9. Email(s) _____
10. Mobile Number(s) _____
11. Fax Number(s) _____

Please provide the details requested in 7 – 11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit, etc.) 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 7-11 must be provided for them, as part of the Prescribed Information.





The DEPOSIT

The Deposit is £1,153.84 (one thousand one hundred and fifty three pounds and eighty four pence).

1. The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 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 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.
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.

At the end of the Tenancy

3. The Deposit will be released following the procedures set out in clauses 3.7 to 3.11.10 of the Tenancy Agreement attached.
4. 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) 3.0 - 3.11.10 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 TDS or by the court.
5. 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.
6. 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.tenancydepositscheme.com.
7. 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.tenancydepositscheme.com.
8. 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?*





JAMES
ANDERSON

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

The Tenant confirms that he has been given the opportunity to read the information provided and 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):

Mr. Tenant Test

Signed by the Landlord(s):

Mr. Landlord Test

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Tenancy Deposit Scheme
The Dispute Service Ltd
1 The Progression Centre
42 Mark Road
Hemel Hempstead
Hertfordshire
HP2 7DW

phone 0300 037 0100
web www.tenancydepositschemeds.com
email info@tenancydepositscheme.com

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.

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.

