

TENANCY AGREEMENT WITH TDS

(Amended February 2011)

For letting a residential dwelling:

(This document should not be used to create a Tenancy where the initial fixed term is to be for more than three years; you should consult a Solicitor, as such an agreement must be created by Deed)

IMPORTANT

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

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

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

The Name and Address of the Letting Agent who arranged this tenancy is:

DEFINITIONS

- **"Administration Costs"** means the costs and charges associated with the setting up and running of the Tenancy, including the costs of checking the Property at the end of the Tenancy.
- **"Agreement"** means this Tenancy Agreement and any schedules attached to it.
- **"Cleared funds"** means cash or a direct debit payment or standing order payment (subject to the previous written agreement of the Landlord) the date on which a cheque presented to a bank or building society for payment is honoured by payment on that cheque to the Landlord. For the avoidance of doubt, if a sum is to be paid in cleared funds by a certain date a cheque provided on that date will not be sufficient to meet this obligation.
- **"Deposit"** means the sum set out in the main terms of this Agreement and described in Clause 2 of this Agreement.
- **"Deposit Holder"** in the Prescribed Information pages means the person, firm or company who holds the Deposit under and is a Member of the TDS.
- **"Fixtures and Fittings"** means any of the fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings in the Property.
- **"Head Lease" or "Superior Lease"** sets out the 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.
- **"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.
- **"ICE"** means the "Independent Case Examiner of The Dispute Service Ltd".
- **"Inventory and Schedule of Condition"** means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent, or inventory clerk which shall include Fixtures and Fittings in the Property and all other 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 Inventory and Schedule of Condition has been prepared.
- **"Joint and several"** means that if the Tenant includes more than one person, each individual is liable for all the Tenant's responsibilities and obligations under the Tenancy individually until all rent and other costs are paid in full and as a group the persons forming the Tenant will be jointly liable with the others until all rent and other costs are paid in full.
- **"Landlord"** means all those people listed in the main terms of this Agreement as being the joint or sole landlord of the Property, and their successors in title from time to time.
- **"Landlord's Agent"** means any person authorised by the Landlord to act on the Landlord's behalf from time to time in relation to the Tenancy; a Landlord's letting Agent or a solicitor, for example. If the Landlord appoints another agent or agents, their identity and address will be notified to the Tenant promptly in writing and any changes will be notified to the Tenant in good time.
- **"Member"** means the Landlord's Agent who is a member of the Tenancy Deposit Scheme
- **"Property"** means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.
- **"Relevant Person"** in the Prescribed Information pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- **"Stakeholder"** means that at the end of the Tenancy deductions can only be made from the Deposit with consent, preferably in writing, from both parties, or from the court, or an adjudication decision from TDS.
- **"TDS"** Means the Tenancy Deposit Scheme which is operated by the Dispute Service whose details are shown in this Agreement

- **"Tenant"** means those persons listed in the Summary of Core Terms of this Agreement, being joint and several Tenant's of the Property and any other person in whom the Tenancy is vested from time to time.
- **"Term" or "Tenancy"** means this Assured Shorthold Tenancy and/or its term together with any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- References to the masculine gender in this Agreement will include the feminine and to the singular will include the plural.
- This Agreement is subject to the jurisdiction of the courts in England and Wales.
- The basis upon which the Landlord can recover possession from the Tenant, during the fixed term are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

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

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

Discretionary Grounds

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

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

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

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

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

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

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

Schedule A

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

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

Schedule B

Gives details to the Tenant of the insurance policy taken out by the Landlord for the Property and the Fixtures and Fittings. The Landlord will inform the Tenant promptly in writing of any alteration in the identity of the insurer and/or of any new insurance policy and/or of any revision in the terms of the insurance policy.

Payments

are governed by the RICS clients money accounting rules, and we would inform you that any clients funds are held in either our clients account (Non-interest bearing) or our Client call account (interest bearing) at Any interest (which is retained by) is used to offset bank charges for the operation of these accounts. Funds held on behalf of clients, are paid to clients as soon as possible after they are deemed to be cleared funds, in accordance with the RICS clients money accounting rules.

Please be informed that neither we nor RICS are responsible for the return of clients monies in the event of the bank not being able to honour its obligations to customers. The RICS clients money protection scheme covers the relationship of a RICS member and the client but it does not cover losses owing to bank failure. Deposits at this bank may be eligible for protection under the Financial services compensation scheme. For details of current FSCS eligibility requirements and compensation limits please consult www.fscs.gov.uk. In the event of matters giving rise to a claim under FSCS we will do our best to assist you and FSCS in the processing of any claim. Neither we nor RICS give any assurance of guarantee as to your ability to make a claim or the amount of any such claim and no responsibility is accepted in this regard.

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SUMMARY of CORE TERMS

1.1

The binding DATE of this contract.....1/6/16.....

1.2

Name(s) of LANDLORD :

1.3

Address for Landlord :

1.4

Alternative ADDRESS for Landlord (if applicable)

1.5

Name(s) of TENANTS : Mr Alberto Costa

1.6

ADDRESS of Tenant :

1.7

Names(s) of other permitted OCCUPIER :

is a/are permitted occupier(s) of the property for the term of this Tenancy under the care and control of the Tenant(s). For avoidance of doubt the Landlord does not recognise them as Tenants.

1.8

ADDRESS of premises to be Let:

1.9

Names of GUARANTOR :

has agreed to act as guarantor(s) of this tenancy (and any extension) and be responsible to the landlord for any loss, damage, costs or other expenses (including rent) arising out of the tenants breach of, or failure to comply with the obligations and responsibilities of this agreement.

1.10

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

1.11

Initial TERM of the Tenancy will be: 35 months from the commencement date.

The Landlord and Tenant have the option to serve 2 months break notice at anytime in line with the rent date to terminate the tenancy. Please see clause 8 on page 22.

COMMENCEMENT date: from and including: 01 June 2016

EXPIRY date: to and including: 30 April 2019

1.12

RENT £1315.00 per calendar month

Rent is payable in advance and is due upon the 1st of each month and the first payment (or proportionate part) is to be made on or before the signing of this Agreement.

1.13

A security DEPOSIT of £1515.00 has been paid by the Tenant to the agent. The deposit is held by The agent as stakeholder, The Agent is a member of the Tenancy Deposit Scheme.

1.14

No interest on the deposit will be paid to the Tenant.

1.15

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

Initial Rent for the period from 01/06/16 to 30/06/16

£1315.00

2. The Deposit

- 2(a) The Tenant agrees to pay to the Landlord's Agent the Deposit on the signing of this Agreement.
- 2(b) The Deposit paid by the Tenant is held as security for the performance of the Tenant's promises and obligations under the Agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this Agreement.
- 2(c) During the Tenancy the Deposit is held by the Landlord's Agent as Stakeholder which means that no deduction can be made from the Deposit without the written consent of both the Landlord and the Tenant. The Landlord's Agent is a member of the Tenancy Deposit Scheme.
- 2(d) The Deposit has been taken for the following purposes:
- 2(d)(1) Any damage, or compensation for damage, to the Property its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 2(d)(2) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Property, its Fixtures and Fittings; any costs incurred by the Landlord or the Landlord's Agent in re-letting the Property if in breach of this Agreement the Tenant vacates the Property prior to the end of the fixed Term unless the termination is in compliance with a break clause; and any housing benefit which is clawed back by the local authority from the Landlord or the Landlord's Agent.
- 2(d)(3) Any loss due to any other breach of the terms of the Agreement.
- 2(d)(4) Any unpaid accounts for utilities, telephone, or water charges including environmental services and sewerage or other similar services or council tax incurred at the Property for which the Tenant is liable.
- 2(d)(5) Any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
- 2(e) The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this Agreement.
- 2(f) 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 28 working days of the end of the Tenancy or any extension of it. If there is more than one person forming the Tenant, the Landlord or the Landlord's Agent may, with the written consent of the Tenant, return the Deposit by cheque to any one person forming the Tenant at his last known address.
- 2(g) If the amount of monies that the Landlord or the Landlord's Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Landlord's Agent may require the Tenant to pay that additional sum to the Landlord or the Landlord's Agent within 14 days of the Tenant receiving that request in writing.
- 2(h) 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.

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- 2(i) The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Phone 0845 226 7837
Web www.thedisputeservice.co.uk
Email deposits@tds.gb.com
Fax 01442 253193

At the end of the Tenancy

- 2(j) The Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 2(k) If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 2(l) The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the Property. The period may not be reduced to less than 14 days. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 2(m) If, after 10 working days following notification of a dispute to the Member/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to clause 2(n) below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 2(n) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 2(k) to 2(m) above.

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3. The Tenant's Obligations

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

3(a) Rent

- (i) To pay the Rent in cleared funds in advance by the Rent Due Date specified in the main terms of this Agreement in the manner specified by the Landlord in writing, if any.
- (ii) To pay interest on any payment of Rent not made as set out in the Summary of Core Terms of this Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.
- (iii) Any person other than the Tenant who pays the Rent (or any part of the Rent) shall be deemed to have made payment as the agent for and on behalf of the Tenant and not on his own behalf. The Landlord will be entitled to make this assumption without further enquiry.
- (iv) The rent due referred to within this Agreement may be increased as from the annual anniversary of the Tenancy commencement date and annually thereafter. The rent increase must be fair and realistic (i.e. in-line with average local rents)
- (v) At any point during the Tenancy if a claim is made for assistance of Housing Benefit, the Landlord's Agent must be notified immediately as this may affect the Landlord's insurance.

3(b) Administration and Other Costs:

To pay as follows:

- (i) Reasonable costs (as previously detailed and notified in writing to the Tenant) for the preparation and completion of this Agreement.
- (ii) Any reletting costs or commission incurred by the landlord if the tenant vacates the property early apart from according to a break clause.
- (iii) The costs to the Tenant of Stamp Duty Land Tax payable to Her Majesty's Revenue and Customs if applicable.
- (iv) Any costs or bank charges incurred by the Landlord or the Landlord's Agent if any cheque is dishonoured or any standing order recalled.
- (v) Any administration costs incurred by the Landlord's Agent in sending letters to the Tenant concerning the late payment of Rent.
- (vi) Any administration costs not paid by any assignee if the Landlord agrees to an assignment which are incurred by the Landlord's Agent following the early ending of the Tenancy by the Tenant will be deducted from the Deposit.
- (vii) To pay £80 inclusive of VAT for each 6 month extension of tenancy, £120 inc vat for each 12 month extension and £150 inc vat for a periodic renewal.
- (viii) The reasonable costs of any damage caused by the negligence or misuse of the Property or the Fixtures and Fittings by the Tenant, the Tenant's family or the Tenant's visitors.
- (ix) £5 inc vat admin fee for any Credit Card Payments.
- (iv) To pay the check out and deposit de-registration and administration fee of £75 inc vat (£45.00 inc vat for Let Only properties).

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(vii) 3(c) Services

- (i)** To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Property that the Tenancy has started.
- (ii)** To apply for the accounts for the provision of those services at the start of the Tenancy to be put into the name of the Tenant and to maintain all these services for the total length of the Tenancy paying all standard charges and all charges for the consumption of these services.
- (iii)** To pay for all services to the Property including gas, electricity, water rates including sewerage and environmental services (if applicable and if not included in the Rent) council tax (or any other property tax) telephone line rental and call charges, television licence fee and satellite or cable fees if installed.
- (iv)** Not allow any of these services to be discontinued or disconnected at any time and to pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by anything done or not done by the Tenant.
- (v)** Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- (vi)** Not to change the supplier of these services, or the telephone number at the Property, without formal permission from the Landlord or the Landlord's Agent, such permission not to be unreasonably withheld or delayed. The Tenant will provide the name, address and account number of the supplier to the Landlord or the Landlord's Agent promptly after any transfer has been made.
- (vii)** To pay for all charges associated with any change of supplier and the transfer back to the original supplier at the end of or earlier termination of the Tenancy
- (viii)** To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property.
- (ix)** To pay promptly all correct accounts for these services at the end of the Tenancy following final readings and billings. This includes the installation of any pre-payment meter.
- (x)** To pay for the emptying of the septic tank (if applicable) 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 of such action by way of an invoice from the service provider.
- (xi)** To pay to have the oil tanks filled (if applicable) 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 of such action by way of an invoice from the service provider.
- (xii)** To leave the oil tank filled to the same level at the end of the tenancy as at the commencement (if applicable)

3(d) Correspondence

- (i)** To forward promptly to the Landlord or the Landlord's Agent any notice or other communication received at the Property relevant to the Property.
- (ii)** To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Landlord's Agent promptly.

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3(e) The Manner of Use of the Property

- (i) To use the Property only as a private residence for the occupation of the Tenant and his immediate family.
- (ii) 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.
- (iii) To use and look after the Property in a proper manner throughout the Tenancy.
- (iv) To agree that any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- (v) To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if applicable, as explained in the Definitions.
- (vi) To protect the Property, and, in particular, to keep the inside of the Property and the Fixtures and Fittings in the same condition throughout the Term of the Tenancy or any extension of it.
- (vii) Not to compromise or invalidate or do anything which might adversely affect the Landlord's insurance policy or any insurance policy on the Property or to cause the premiums to be increased.
- (viii) To replace glass broken by the Tenant, the Tenant's family or guests promptly with the same quality glass in a proper and workmanlike manner after damage has occurred.
- (ix) To replace light bulbs, florescent tubes, fuses and batteries that fail during the course of the Tenancy at the Tenant's expense. This includes smoke alarm batteries that must be checked every three months. The smoke alarms in the Property will have been checked and will be in working order at the commencement of the Tenancy.
- (x) To notify the Landlord or the Landlord's Agent promptly of any electrical problems with wiring, plugs, or appliances.
- (xi) 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.
- (xii) To look after the Fixtures and Fittings in or on the Property and to protect them from destruction or damage.

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- (xiii) To pay for any repair that may be necessary or the replacement of any article with a matching article of a similar kind and of equal value if the Property or any Fixtures and Fittings are destroyed or damaged during the Tenancy due to the negligence or misuse of the Tenant, the Tenant's family or visitors. This obligation excludes liability for:
- (1) fair wear and tear; and
 - (2) any insured risks of the Landlord; or
 - (3) repairs that are the responsibility of the Landlord.
- (xiv) 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.
- (xv) 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.
- (xvi) To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- (xvii) To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
- (xviii) To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated and to wipe down any surfaces affected by condensation to prevent mould growth.
- (xix) To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- (xx) To return to the Landlord at the end of the Tenancy the Property and the Fixtures and Fittings in the same state and condition together with any substituted replacement articles.
- (xxi) 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 any Inventory and Schedule of Condition prepared at the start of the Tenancy.
- (xxii) Not to register a company at the address of the Property.
- (xxiii) Not to run a business solely from the Property.
- (xxiv) Not to use the Property for any illegal purpose.
- (xxv) Not to hold or allow any sale by auction at the Property.
- (xxvi) Not to use or consume or allow to be used or consumed, any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- (xxvii) 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 by noise.

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- (xxviii) Not to decorate or make any alterations or additions to or in the Property without the prior consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.
- (xxix) Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- (xxx) Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign, flags, placards boards or any other item on or in the Property without the prior consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.
- (xxxi) 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.
- (xxxii) Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use.
- (xxxiii) Not to hang any posters, pictures, flags, placards or other items in the Property using blu-tac, sellotape, nails, adhesive or their equivalents.
- (xxxiv) With permission hang posters, pictures or other items in the Property using a reasonable number of suitable commercial picture hooks.
- (xxxv) Not to hang or display in or around the Property any clothes or washing of any description except in areas designated for this purpose.
- (xxxvi) Not to obscure the windows or doors of the Property with any material other than domestic curtains and blinds (depending on the fixings provided)
- (xxxvii) Not to use open fires in the Property except in fireplaces expressly authorised by the Landlord or the Landlord's Agent as appropriate for this purpose. It is the tenants responsibility to have the chimney swept once a year.
- (xxxviii) To promptly report to the Landlord or to the Landlord's Agent any repairs that may be necessary to the Property and for which the Landlord is responsible.
- (xxxix) Not to commit any act which causes deterioration of the Property and of the Fixtures and Fittings.
- (xl) To prevent or stop further damage to the Property and to the Fixtures and Fittings for example, turning off the water supply to the Property at the mains in the event of a burst or leaking pipe, and removing furniture from a room effected by flooding.

To avoid doubt the Tenant will not be responsible for:

- Fair wear and tear to the Property (that is to say deterioration caused by reasonable conduct of the Tenant during the Tenancy); or
- Any damage caused to the Property by fire and other insured risks where the Landlord has appropriate insurance in place unless due to the negligence or misuse of the Tenant, his family or visitors. A copy of the main terms of the insurance maintained by the Landlord as at the date of this Agreement is set out in Schedule B to this Agreement;
- Repairs that are the responsibility of the Landlord.

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3(f) The Garden

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

3(g) Storage

- i) Not to deposit or store coal or fuel on any part of the Property save and except in the area or receptacle set aside for that purpose.
- ii) Not to keep combustible, inflammable, dangerous or offensive goods, substances or other materials at the Property. Whilst this restriction does not include matches, it does include candles and other naked flames which could create a danger to the safety of the Property and its occupants.

3(h) Insurance

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

The Tenant is advised to take out and maintain appropriate insurance on all his own furniture, contents and effects in the Property.

3(i) Absence from the Property

- i) To formally notify the Landlord or the Landlord's Agent if the Property is to be unoccupied for any period in excess of two weeks so that the Landlord and the Landlord's Agent can consider the insurance, security, and protection issues a period of prolonged absence will raise.
- ii) To comply with any conditions set out in the Landlord's policy for empty Property, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under of this Agreement.

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3(f) Cleaning

- (i) To wash, iron and press linen, bedding, curtains and net curtains in the Property regularly and at the end of the Tenancy.
- (ii) To vacuum and clean all soft furnishings and the Fixtures and Fittings in the Property regularly and at the end of the Tenancy.
- (iii) To clean the inside and outside of all easily accessible windows of the Property regularly and at the end of the Tenancy.
- (iv) To clean the Property and the Fixtures and Fittings regularly and to clean or pay for the professional cleaning of the Property and the Fixtures and Fittings to the same standard as detailed in any inventory and schedule of condition provided to the Tenant at the start of the Tenancy.

3(k) Access and visits

- i) To permit the Landlord, any Superior Landlord, the Landlord's Agent or the Superior Landlord's Agent, with or without workman or professional advisers authorised by the Landlord or the Landlord's Agent access to the Property during reasonable hours (except in an emergency) provided the Tenant has been given at least 24 hours written notice in advance of the proposed visit and the Tenant consents to the date and time for the following:
 - (a) To visit, inspect, repair and maintain the Property or the building of which the Property forms part of.
 - (b) The Tenant has not complied with a written notice under clause 3e(xvi) of this Agreement and the Landlord or the Agent wishes to enter the Property in accordance with that clause.
 - (c) The Landlord, the Agent, the Superior Landlord or an appointed contractor seeks to carry out work for which the Landlord is responsible.
 - (d) A professional advisor has been appointed by or authorised by the Landlord, the Superior Landlord or the Agent to visit or inspect the property.
 - (e) To carry out any work required to ensure the Landlord complies with his statutory obligations.
 - (f) To carry out a gas safety check.
- (ii) To allow during the last eight weeks of the Tenancy visits to the Property by the Landlord or the Landlord's Agent together with any other persons in connection with the re-letting, sale or refurbishment of the Property at dates and times mutually agreed with the Tenant provided the Tenant has been given at least twenty four notice in writing.
- (iii) To allow the erection of the Landlord's Agent's board at the Property advertising the Property for sale or Rent during the last eight weeks of the Tenancy.

3(l) Assignment and under-letting

- i) Not to under-let, or charge as security for the payment of a debt or performance of an obligation or part with or share possession or occupation of the Property or any part of the Property, and not to receive paying guests.
- ii) Not to assign the remainder of the Tenancy without the Landlord's formal written consent, not to be unreasonably withheld. Any proposed assignee will have to submit to the usual credit and financial checks, references and interview prior to an assignment. All the proper costs of the assignment to be paid by the Tenant or the assignee as agreed between them.

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3(m) Security

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

3(n) Nuisance

- (i) Not to cause a nuisance or annoyance to occupiers of adjoining properties.
- (ii) Not to use or play any electrical equipment or musical instrument or practice singing at the Property in a manner which causes annoyance to occupiers of adjoining properties.
- (iii) Not to create any excessive noise clearly audible outside the Property, in particular between 11p.m. and 9a.m (inclusive).

3(o) Animals.

Not to keep animals or pets in or on the premises nor to allow his invited guests or visitors to do so. In breach of this clause to be responsible for the reasonable costs or rectification of any damage caused or for any appropriate de-infestation, cleaning, fumigation etc required, including having all carpets professionally cleaned.

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3(p) Alterations and Decoration.

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

3(q) Car Parking

- (i) To park private vehicle(s) only at the Property.
- (ii) To park in the space, garage or driveway allocated to the Property, if applicable.
- (iii) 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.
- (iv) To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- (v) Not to park any vehicle at the Property which is not in road worthy condition and not fully taxed and insured.

3(r) Refuse

- (i) To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy.
- (ii) To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available and to dispose of it through the services provided by the local authority.

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

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

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

- (i) To clean or pay for the professional cleaning of the Property and the Fixtures and Fittings together with any blankets, curtains, carpets, linen and other items that have been soiled to the same standard as detailed in any Inventory and Schedule of Condition supplied to the Tenant at the start of the tenancy .
- (ii) 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 promptly on the last day or earlier termination of the Tenancy.
- (iii) To replace all items shown in any Inventory and Schedule of Condition in their original positions at the start of the Tenancy.
- (iv) 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.
- (v) 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.
- (vi) To grant vacant possession of the Property at the end of the Tenancy.

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- (vii) To pay or compensate the Landlord for all reasonable removal and/or storage charges, when small items are left in the Property which can be easily moved and stored; and the Landlord removes them and stores them for a maximum of fourteen days at the Tenant's expense. The goods will be deemed to have been abandoned after fourteen days the goods may be disposed of provided the Landlord or the Landlord's Agent has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. The Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.
- (viii)(vi) To remain liable for Rent calculated on a daily basis and other monies under this Agreement when bulky furniture, or an amount of other unwieldy or heavy discarded items belonging to the Tenant is left in the Property which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant by the method specified in clause 3(t)(vii) above.
- (ix) To provide a forwarding address to the Landlord or the Landlord's Agent either prior to or at the end of the Tenancy to aid communication between the parties including the return of the Deposit.
- (x) To vacate the Property during office hours at a time mutually agreed with the Landlord or the Landlord's Agent (if applicable)

3(u) Smoking Exclusion

The Tenant agrees neither to smoke in or on the Property nor to allow any third party to do so. In breach of this clause, the Tenant shall be responsible for the reasonable costs or rectification of any and all damage caused and for any appropriate cleaning, fumigation, redecoration etc, required.

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4. Clauses that relate to leasehold property only

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

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

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

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Early Termination of the Tenancy

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

If the Tenant:

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

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

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

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

6. The Landlord's Obligations

The Landlord agrees with the Tenant as follows:

6(a)

- (i) That the Tenant may hold and enjoy the Property during the Tenancy without any unlawful interference by the Landlord or any person acting on his behalf.
- (ii) To return to the Tenant the whole or a proportion of the Rent payable and paid in advance for any period while the whole or any part of the Property is rendered uninhabitable or inaccessible by means of fire or any other risk insured by the Landlord unless due to the act, default misuse, or negligence of the Tenant his family or a visitor to the Tenant or the insurer pays to re-house the Tenant.
- (iii) If the Property remains uninhabitable after one month except in case of the negligence or misuse of the Tenant either party may terminate the Tenancy agreement with immediate effect by serving written notice on the other party.
- (iv) If the Landlord holds the Property under a Superior Lease to pay ground rent, and service charges demanded under the Superior Lease.
- (v) To comply with and perform the terms and conditions of the Superior Lease other than those passed on to the Tenant under this Agreement.
- (vi) To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
- (vii) To pay all charges imposed by any Superior Landlord for granting this Tenancy.
- (viii) 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.
- (ix) To insure the Property and the Fixtures and Fittings against all normal risks with a reputable insurance company and to maintain the cover at all times during the Tenancy and to provide details to the Tenant of any insurance policy which replaces that described above.

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(x) To keep in repair and proper working order.

- (i) The structure and exterior of the Property including drains, gutters and down pipes;
- (ii) All basins, sinks, baths and other sanitary installations in the Property;
- (iii) All installations for heating water and space heating in the Property;
- (iv) Certain installations for the supply of water, gas and electricity

And to carry out all repairs within a reasonable time of being notified by the Tenant.

(xi) To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in the Tenancy Agreement.

(xii) To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.

6(b) Ownership and Consents

(i) To confirm that the Landlord listed in this Agreement is the owner of the leasehold or freehold interest in the Property.

(ii) To confirm that all consents necessary to let the Property to the Tenant have been obtained from any Superior Landlord, mortgagees, insurance companies and others.

6(c) Safety Regulations

(i) All gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record will be given to the Tenant at the start of the Tenancy and annually thereafter.

(ii) All the Fixtures and Fittings, furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

(iii) All electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

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

6(d) Other Taxes and Charges

(i) To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.

6(e) Possessions and Refuse

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

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7. Obligations Agreed Between the Two Parties

It is agreed between the Landlord and Tenant as follows:

7a) Service of Notice

- (i) Any notice served by the Tenant shall be deemed served on the Landlord at the following address using normal hand delivery when the notice will if served before 4.30pm be deemed served on the next working day or by first class post when the notice will be deemed served two working days later. A working day does not include a Saturday, Sunday or Bank Holiday.

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

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

7(b) Data Protection Act 1998

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

7(c) Jurisdiction

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

8. Ending the Tenancy

Termination by the Tenant - whilst on a fixed term Tenancy the Tenant can serve two months written notice at anytime in line with the rent date and this option will continue throughout the tenancy.

If the Tenancy has rolled onto a periodic tenancy (month by month) then the Tenant can at any time serve two months written notice in line with the rent date.

Termination by the Landlord - The Tenancy may be for a fixed term of any length, however the Landlord will be able to regain possession within the agreed term by serving the agreed two months notice in line with the rent date. Landlord may also be able to obtain possession of the property in certain circumstances, for example if the Tenant fails to pay the rent or breaks some other obligations in the agreement.

When the fixed term expires the tenancy will continue automatically month by month on the same terms. If the landlord wishes to obtain possession, he/she must serve at least two months written notice in a specified form on the tenant in line with the rent date. However if the tenant fails to leave voluntarily, the landlord must then apply to the court for an order for possession. Providing the landlord follows the correct procedure, i.e has served at least two months notice, then the court must order possession.

EARLY TERMINATION OF AGREEMENT

The legal tenants are responsible for all rent and utility payments throughout the term of the Tenancy. Should a tenant wish to terminate the Tenancy earlier than the expiry date then will endeavour to find new tenants to move in, which will effectively surrender the existing Tenancy – **PLEASE NOTE THIS IS ONLY ON THE BASIS THAT THE LANDLORD IS HAPPY TO RE-LET THE PROPERTY.**

However, the current tenant will be responsible for all rent and utility payments until either a new tenant takes occupation or the Tenancy reaches its natural end of the term, whichever happens soonest.

A MINIMUM DETERMINATION FEE OF £250.00 PLUS VAT IS PAYABLE TO SURRENDER THE TENANCY.

9. THE SIGNING OF THE DOCUMENTS.

It is usual to sign three 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 tenant and handed to the Tenant.

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

A third copy is signed by both parties and retained by the agent

All signatures are to be witnessed by an independent party.

By, or for and on behalf of the **LANDLORD:-**

.....

FIRST TENANT:
Mr Alberto Costa

SIGNATURE

ALBERTO COSTA

PRINT

SECOND TENANT:

SIGNATURE

PRINT

WITNESSED BY:

INITIALS

PRESCRIBED INFORMATION FOR ASSURED SHORTHOLD TENANCIES

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.

- A1 Address of the Property to which the tenancy relates:
- A2 Name of the deposit holder:
- A3 Actual address of deposit holder:
- A4 E mail address of the Deposit Holder (if applicable):
- A5 Telephone number of the Deposit Holder:
- A6 Fax number (if applicable):
- A7 Tenant(s) name: Mr Alberto Costa
- A8 Address for contact after the Tenancy ends (if known):
- A9 E mail address for Tenant (if applicable):
- A10 Mobile/Telephone number:
- A11 Fax number (if applicable)

Please provide the details requested in A7 – 11 for other Relevant Persons (e.g. Landlord's Agent, guarantor paying the Deposit etc)

- A12 The deposit is: £1515.00
- A13 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.
- A14 A leaflet entitled *What is the tenancy deposit scheme?* explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being

At the end of the Tenancy

- A15 The deposit will be released following the procedures set out in clauses 2(f) to 2(m) of the Tenancy Agreement attached.
- A16 Deductions can be made from the Deposit according to clause 2(d) of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

A17 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.tds.gb.com

A18 TDS 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 Member must do the following:

- (1) 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.
- (2) Determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do.
- (3) Allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitable designated "client suspense (bank) account".

A19 A formal record of these activities should be made, supported by appropriate documentation.

A20 Following sufficient time (usually six years) having elapsed from the last contact from the absent tenant/landlord the Member 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 member from the beneficial or legal owner would be immediately met by the member from its own resources.

A21 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.
The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.
The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant:

Signed by the Landlord/ Landlord's Agent:

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

Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts , HP1 9GN

Phone: 0845 226 7837

Web: www.tds.gb.com

Email: deposits@tds.gb.com

Fax: 01142-253193

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.