

TENANCY AGREEMENT

WITH TDS

(Amended November 2014)

INFORMATION FOR PROSPECTIVE TENANTS

This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 (as amended) and when completed shall take effect subject to the provisions for recovery set out in Section 21 of that Act.

Before you sign this Agreement, you should read it carefully and make sure you understand the responsibilities and rights of both the landlord and the tenant. You should take advice from a solicitor, Citizens Advice Bureau or Law Centre if you are at all unsure as to the meaning of any of the clauses.

Once signed and completed this Agreement becomes a legally binding contract between you and the landlord.

This Agreement is only for use in England and Wales.

Not to be used for agreements of a fixed term of more than three years which must be signed as a Deed.

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DEFINITIONS

- "Administration Costs" means the costs and charges associated with the setting up and running of the Tenancy, including the costs of checking the Property at the end of the Tenancy.
- "Cleared funds" means immediately if payments are made by cash or direct debit or standing
 order; or 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" means the sum set out in the Main Terms of this Agreement and described in clause 2 of this Agreement.
- "TDS" means The Dispute Service Limited.
- "Fixtures and Fittings" means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
- "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.
- "Inventory and Schedule of Condition" means the document drawn up prior to the
 commencement of the Tenancy by the Landlord, the Agent, or inventory clerk which shall include
 the Fixtures and Fittings in the Property including all matters specified in the Inventory and
 Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or after the
 check in report of the Inventory and Schedule of Condition has been prepared.
- "Joint and several" means that if the Tenant includes more than one person, each individual is liable for all the Tenant's responsibilities and obligations under the Tenancy individually until all rent and other costs are paid in full and as a group the persons forming the Tenant will be jointly liable with the others until all rent and other costs are paid in full.
- "Landlord" means all those people listed in the Main Terms of this Agreement as being the joint or sole owner of the Property, and their successors in title from time to time.
- "Agent" means any person or company authorised by the Landlord to act on the Landlord's behalf
 from time to time in relation to the Tenancy. 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.
- "Relevant Person" means any person who paid the Deposit or any part of it on behalf of the Tenant.
- "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.
- "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.
- "Tenant" means all those persons listed in the Main Terms of this Agreement as being a joint and several Tenant of the Property and any other person to whom the Tenancy is assigned from time to time.
- "Term" or "Tenancy" means any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- "Working Day" means any day excluding a Saturday, Sunday or a Bank Holiday.

Initials	

- 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 laws of and 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 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:

- (1) The Tenant, or a person residing in or visiting the Premises, has been convicted of a serious offence, which was committed (wholly or partly) in, or in the locality of, the Premises or was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or which was committed elsewhere against the Landlord 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.
- (2) The Court has found in relevant proceedings that the Tenant, or a person residing in or visiting the Premises, 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 the breach occurred in, or in the locality of, the Premises, or the breach occurred elsewhere and the provision breached was a provision intended to prevent 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 Premises, or 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 Premises, or conduct that is capable of causing nuisance or annoyance to the Landlord of the Premises, 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.
- (3) the Tenant, or a person residing in or visiting the Premises, 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 Premises, 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 Premises, or (ii) behaviour that causes or is likely to cause harassment, alarm or distress to the Landlord, 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.
- (4) the Premises is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and access to the Premises has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.
- (5) the Tenant, or a person residing in or visiting the Premises has been convicted of an offence under section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and 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.

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 Premises has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

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

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

There are a series of Schedules attached to this Agreement.

Schedule A

If the Property contains Fixtures and Fittings this will be set out in Schedule A – "Inventory and Schedule of Condition".

Schedule B

If the Landlord's own title to the Property is leasehold and not freehold, the Landlord will himself be a tenant under a "Superior Lease" and there will be a "Superior Landlord". Where the Tenant's obligations under the Superior Lease are passed on to the Tenant to be performed by the Tenant during the Tenancy those obligations are set out in full in Schedule B.

Schedule C

Gives details to the Tenant of the relevant sections of the insurance policy taken out by the Landlord for the Property and the Fixtures and Fittings.

Schedule D

Sets out the additional special conditions that the Landlord and Tenant will observe and perform.

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1. THE MAIN TERMS OF THE AGREEMENT

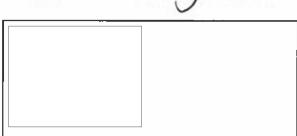
Date

Insert the date upon which the Agreement is signed by both the Landlord and the Tenant.

18th May 2016

• The Landlord

Insert the full name and actual address or names and actual addresses of the Landlord if the Landlord forms more than one person. If necessary, attach a continuation sheet setting out the full names and addresses of all joint persons forming the Landlord.



• The Tenant

Insert the full name and present address or full names and present addresses of the Tenant. If necessary, attach a continuation sheet setting out the full names and addresses of all joint persons forming the Tenant.

• The Property

Insert the full postal address and post code of the Property to be let to the Tenant under this Agreement. If necessary, describe the Property in detail including or excluding any part of the Property that is to be or not to be included within the Tenancy so that there can be no doubt as to exactly what is or is not to be let to the Tenant under the Agreement.

James Spencer Cleve	rly
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- The Property Fixtures and Fittings which are specified together with a description of their condition in the Inventory and Schedule of Condition.
- The Term of the Tenancy.

Insert the length of the Tenancy, for example six months or any greater or lesser period; and the calendar dates on which the Tenancy is to start and is to end.

Term			
	12 month		
From and including	22 nd	June	2016
To and including	21 ^{s1}	June	2017

The Rent Payable,

Insert the amount of the Rent payable and delete as necessary to show how often that Rent is to be paid.

£1,150			
Monthly			

• The Rent Due Date

Insert the day or days on which the Rent is to be paid. For example, if payable weekly or monthly insert the day of the week or date in the month on which the Rent is to be paid. If quarterly, state that the Rent is to be payable on the 25 December, 25 March, 24 June and 29 September in every year or such other dates as have been agreed.

Note the description of "cleared funds" on page

•	The Rent is to be paid until further notice in the following manner.	- 03
	In cleared funds in advance on	

22nd day of each month

The Rent	shall	be	paid	bу	the	Ter	iant	by	standing
order to								_	
			in	the	e na	ıme	of		

· The Deposit

£2 200				
£2,300				

2. The Deposit

- 2(a) The Tenant agrees to pay to the Agent the Deposit on the signing of this Agreement. Any interest earned will belong to the Agent.
- 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) The Agent will register the Deposit within thirty days of the commencement of the Tenancy or receipt of the Deposit whichever is earlier and give to the Tenant and any Relevant Person a copy of the Prescribed Information of TDS which must be signed by both parties.
- 2(d) If the Tenant forms more than one person, 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 a tenancy deposit protection scheme to deal with any dispute about the Deposit at the end of the Tenancy.
- 2(e) The Agent shall notify the Tenant in writing of any deductions to be made from the Deposit within thirty days of the end of the Tenancy. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
- 2(f) The Deposit will be returned to the Tenant within ten days of all deductions being agreed between the Landlord and the Tenant or within ten days of a written request from the Tenant except in case of dispute.
- 2(g) Any dispute regarding deductions from the Deposit can be referred to the Alternative Dispute Resolution service of TDS.
- 2(h) The Deposit has been taken to compensate the Landlord for losses caused for any or all of the following reasons:
 - 2(h)(1) Any 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(h)(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 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 Agent.
- 2(h)(3) Any loss due to any other breach of the terms of the Agreement.
- 2(h)(4) Any unpaid accounts for utilities, telephone, cable or broadband, council tax, 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(h)(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(i) The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this Agreement. In particular the Tenant shall not be entitled to withhold payment of any instalment of Rent under this Agreement on the grounds that the Agent is holding the Deposit.
- 2(j) At the end of the Tenancy

If there is no dispute about the return of the Deposit at the end of the Tenancy, the Landlord or Agent will repay the Deposit to the Tenant, less any deductions that the Tenant has agreed (if any) within a reasonable period of time.

- 2(k) If there is a dispute about the return of the Deposit or about proposed deduction and an agreement has not been able to be reached, either party may refer the dispute to TDS for assistance in resolving it after 10 days have passed.
- 2(1) If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing.
- 2(m) Protection of the Deposit

The Deposit is safeguarded by TDS which is administered by:

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

Telephone: 0845 226 7837 Web: www.tds.gb.com Email: deposits@tds.gb.com

Fax: 01442 253193

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

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 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 agrees with 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 the Tenancy Agreement in the manner specified by the Landlord in writing.
- (ii) To pay interest on any payment of Rent not made as set out in the Main Terms of the Tenancy Agreement from the date on which the Rent was due until the date on which the Rent is paid. The interest rate will be calculated at a daily rate of 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.

3(b) Administration and Other Costs

To pay the following:

- (i) The additional cost incurred by the Landlord, the Agent or the inventory clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed initial appointment.
- (ii) The costs to the Tenant of Stamp Duty Land Tax payable to Her Majesty's Revenue and Customs if applicable.
- (iii) £10 inclusive of VAT if any cheque is dishonoured or any standing order recalled.
- (iv) £10 inclusive of VAT per letter sent to the Tenant concerning the late payment of Rent.
- (v) Any administration costs not paid by any assignee if the Landlord agrees to an assignment which are incurred by the Agent following the early ending of the Tenancy by the Tenant will be deducted from the Deposit.
- (vi) 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.
- (vii) Any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from according to a break clause.
- (viii) All reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:
 - recovering or attempting to recover any Rent or other monies in arrears;
 - the enforcement of any reasonable obligation of the Tenant under this Agreement;
 - the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;

Any reasonable amount incurred by the Landlord when the Landlord is entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant; within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.

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: The gas, electricity, water rates including sewerage and environmental services (if applicable and if not included in the Rent) council tax (or any other property tax) telephone line rental and call charges, television licence fee and satellite or cable fees if installed.

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- (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.
- Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply (v) of such services to the Property. This includes the installation of any pre-payment meter.
- Not to change the supplier of these services, or the telephone number at the Property, without (vi) formal permission from the Landlord or the 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 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 and provide a copy of a receipted invoice for water charges to the Landlord or the Agent. This includes the installation of any pre-payment meter.
- To pay for the emptying of the septic tank or cess pit (if applicable) throughout the Tenancy (x) 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.
- (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 by a copy 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).
- To pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out. (xiii)

3(d) Correspondence

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

3(e) Use of the Property

- To use the Property only as a private residence for the occupation of the Tenant and his immediate family.
- (ii) Not to take in lodgers or paying guests without the prior written consent of the Landlord, such consent will not be unreasonably withheld.
- (iii) To agree that the Property is let on the condition that it is 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 prior written consent. If there are more than four 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.
- 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 (v) shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- (vi) 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.

- (vii) To protect the Property, and, in particular, to keep the inside of the Property and the Fixtures and Fittings described in the Inventory and Schedule of Condition in the same condition throughout the Term of the Tenancy or any extension of it. To avoid doubt the Tenant will not be responsible for:
 - fair wear and tear to the Property or the Fixtures and Fittings; or
 - any damage caused to the Property by fire and other insured risks 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 C to this Agreement;
 - · repairs that are the responsibility of the Landlord.
- (viii) Not to compromise or invalidate or do anything which might adversely affect the Landlord's insurance policy or any insurance policy on the Property or to cause the premiums to be increased.
- (ix) To replace glass broken by the Tenant, the Tenant's family or guests promptly with the same quality glass.
- (x) To replace light bulbs, florescent tubes, fuses and batteries that fail during the course of the Tenancy at the Tenant's expense.
- (xi) To notify the Landlord or the Agent immediately when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Property.
- (xii) To notify the Landlord or the Agent promptly in the event of any loss or damage to the Property by fire, theft, impact, or any other event.
- (xiii) To look after the Fixtures and Fittings in or on the Property and to protect them from destruction or damage.
- (xiv) 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, his 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.
- (xv) To take all reasonable precautions 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.
- (xvi) 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.
- (xvii) 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.
- (xviii) To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
 - (xix) 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.
 - (xx) To keep all smoke alarms and carbon monoxide alarms in working order, provided they were working at the start of the Tenancy, including replacing batteries where necessary. To check the alarms are working on a monthly basis and to inform the Landlord promptly if the smoke or carbon monoxide alarms require maintenance or repair.

- (xxi) To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- (xxii) To return to the Landlord at the end of the Tenancy the Property and the Fixtures and Fittings in the same state and condition specified in the Inventory and Schedule of Condition.
- (xxiii) To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.
- (xxiv) Not to register a company at the address of the Property.
- (xxv) Not to run a business solely from the Property.
- (xxvi) Not to use the Property for any illegal or immoral purpose.
- (xxvii) Not to hold or allow any sale by auction at the Property.
- (xxviii) 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.
- (xxix) 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.
- (xxx) Not to decorate or make any alterations or additions to or in the Property without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- (xxxi) 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.
- (xxxii) 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 Agent which will not be unreasonably withheld.
- (xxxiii) 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.
- (xxxiv) Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use.
- (xxxv) Not to hang any posters, pictures, flags, placards or other items in the Property using blu-tac, sellotape, nails, adhesive, or their equivalents.
- (xxxvi) To hang posters, pictures, or other items in the Property using a reasonable number of commercial picture hooks.
- (xxxvii) Not to hang or display in or around the Property any clothes or washing of any description except in areas designated for this purpose.
- (xxxviii) Not to obscure the windows or doors of the Property with any material other than domestic curtains and blinds (depending on the fixings provided)
- (xxxix) Not to use open fires in the Property except in fireplaces expressly authorised by the Landlord or the Agent as appropriate for this purpose.
 - (xl) To promptly report to the Landlord or to the Agent any repairs that may be necessary to the Property and for which the Landlord is responsible.
 - (xli) Not to commit any act which may cause deterioration of the Property and of the Fixtures and Fittings.
 - (xlii) 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.

- (xliii) Not to barbecue on any balcony, roof terrace, communal garden, or other outside space apart from an area designated for such purpose;
- (xliv) To run taps in wash basins, baths, sinks and showers for twenty minutes; flush lavatories when the Property has been left vacant for fourteen days or more.

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.
- Not to cut down, remove or otherwise injure the shrubs, trees and plants growing in the garden (iii) 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.
- (iv) To hand back the gardens and grounds of the Property to the Landlord at the end of the Tenancy in the state and condition as at the commencement of the Tenancy.

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 apart from those required for general household use.

3(h) Insurance

- Not to compromise or invalidate or do anything which might adversely affect the Landlord's (i) insurance policy or any insurance policy on the Property or to cause the premiums to be increased.
- To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the (ii) 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

- To notify the Landlord or the Agent in writing if the Property is to be unoccupied for any period in excess of two weeks.
- To comply with any conditions set out in the Landlord's insurance policy for empty premises, (ii) 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 this Agreement.

3(i) Cleaning

- To wash, iron and press linen, bedding, curtains and net curtains in the Property regularly and (i) at the end of Tenancy.
- To vacuum and clean all soft furnishings and the Fixtures and Fittings in the Property (ii) 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.

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(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 the Inventory and Schedule of Condition at the end of the Tenancy.

3(k) Access and visits

- (i) To permit the Landlord, any Superior Landlord, the Agent or the Superior Landlord's agent, with or without workmen or professional advisers authorised by the Landlord or the 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 and the Fixtures and Fittings or the building of which the Property forms part;
 - b. the Tenant has not complied with a written notice under clause 3(e)(xvii) 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 or the Superior Landlord is responsible;
 - d. a professional adviser 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 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 at least twenty fours notice in writing has been given.
- (iii) To allow the erection of the Agent's board at the Property advertising the Property for sale or rent during the last eight weeks of the Tenancy.

3(1) 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.

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 Agent, such consent not to be unreasonably withheld or delayed.
- (iv) To provide and send to the Landlord or the 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 the end or earlier ending of the Tenancy.
- (vi) To notify the Landlord or the 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 Agent of any new burglar alarm code immediately and to confirm that notification in writing.
- (ix) To pay for any call out charge for the burglar alarm if 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

- (i) The Landlord consents to the keeping of one pet dog at the Property, on the basis that the Tenant pays for any damage caused by the animal(s) without allowing for fair wear and tear.
- (ii) To pay for the Property to be professionally cleaned with de-infestation cleaner at the end of the Tenancy if de-infestation is necessary. The Tenant will be liable to compensate the Landlord for any losses suffered due to flea infestation by an animal(s) of the Tenant, his family or his visitors.
- (iii) To take reasonable steps to keep the animal(s) under control during the Tenancy.
- (iv) To keep the garden free of fouling by the animal(s) during the Tenancy and at the end of the Tenancy.

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

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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, put it in the dustbin or receptacle made available and 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 attend the checkout of the Property with the Landlord and/or the 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.
- (ii) To clean or pay for the professional cleaning of the Property and the Fixtures and Fittings together with any blankets, curtains, carpets, linen and other items that have been soiled to the same standard as detailed in the Inventory and Schedule of Condition.
- (iii) To return all keys, fobs and other security devices including any additional or duplicate keys cut during the Tenancy to the Landlord or the Agent promptly on the last day or earlier termination of the Tenancy.
- (iv) To replace all items shown in the Inventory and Schedule of Condition shown in the Inventory and Schedule of Condition in their original positions at the start of the Tenancy.
- (v) To remove all the Tenant's belongings, food-stuffs, furniture and furnishings, personal effects and equipment from the Property on or prior to the last day of the Tenancy.
- (vi) To remove all the Tenant's rubbish and refuse and place it in the receptacles provided or make the necessary arrangements at the Tenant's expense to have them removed prior to the end of the Tenancy.
- (vii) To vacate the Property during office hours at a time mutually agreed with the Landlord or the Agent.
- (viii) To grant vacant possession of the Property at the end of the Tenancy.
- (ix) 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 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.
- (x) 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)(xi).

(xi) To provide a forwarding address to the Landlord or the Agent either prior to or at the end of the Tenancy to aid communication between the parties including the return of the Deposit.

4. Clauses that relate to leasehold property only

Where the Property is subject to a Superior Lease then the Tenant will comply with the following provided a copy of the Superior Lease is attached at Schedule B:

- To perform the covenants and conditions provisions and obligations set out in full in (i) Schedule B.
- (ii) 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.
- (iii) To pay any reasonable costs of the Superior Landlord in considering such an application under clause 4(ii) above whether the application is granted, refused or withdrawn.

Ending 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 material term of this Agreement; or
- (iii) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) 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.

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.

Interruptions to the Tenancy

- 6(a) If the Property is destroyed or made uninhabitable by fire or any other insured risk, Rent will cease to be payable until the Property is reinstated; unless insurance monies are not recoverable because of any thing done or not done by the Tenant, his family or visitors; or the insurer pays the costs of rehousing the Tenant.
- 6(b) If the Property is not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

7. The Landlord's Obligations

The Landlord agrees with the Tenant as follows: 7(a)

- The Tenant may hold and enjoy the Property during the Tenancy without any unlawful (i) interference by the Landlord or any person acting on his behalf.
- (ii) If the Landlord holds the Property under a Superior Lease to pay ground rent, and service charges demanded.

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- (iii) To comply with and perform the terms and conditions of the Superior Lease other than those passed on to the Tenant under this Agreement and as specified in Schedule B.
- (iv) To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy at Schedule B.
- (v) To pay all charges imposed by any Superior Landlord for granting this Tenancy.
- (vi) To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- (vii) To insure the Property and the Fixtures and Fittings against all normal risks with a reputable insurance company; to maintain the cover at all times during the Tenancy; and to provide details to the Tenant of any relevant sections of an insurance policy or any replacement of it.
- (viii) To comply with the obligations to repair the Property as set out in Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections require the Landlord to repair and keep in good order.
 - i. The structure and exterior of the Property including drains, gutters and pipes;
 - ii. Sanitary appliances including 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 repairs within a reasonable time of being notified by the Tenant.
 - (ix) 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.
 - (x) 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.
- 7(b) Ownership and Consents
 - (i) To confirm that the Landlord specified in this Agreement is the owner of the leasehold or freehold interest in the Property.
- (ii) To confirm that all consents necessary to let the Property to the Tenant have been obtained from any Superior Landlord, mortgagees, insurance companies and others.
- 7(c) Safety Regulations
 - (i) All gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record will be given to the Tenant at the start of the Tenancy and annually thereafter.
 - (ii) All the Fixtures and Fittings, furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- (iii) All electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- (iv) Any electrician carrying out electrical work at the Property is a member of an approved scheme.
- (v) Any smoke alarms and carbon monoxide alarms in the Property have been tested prior to the start of the Tenancy and are in full working order.
- 7(d) Other Taxes and Charges
 - (i) To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.

(ii)	To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to
	the commencement of the Tenancy.

- (iii) To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy.
- (iv) To pay for the cost of checking the Inventory and Schedule of Condition at the termination of the Tenancy.

7(e) Possessions and Refuse

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

8 Obligations Agreed Between the Two Parties

It is agreed between the Landlord and Tenant as follows:

8 (a) 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 4pm 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 as follows:

(ii) Any notice served by the Landlord or the 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 4pm 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

8 (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.

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Schedule A

Inventory and Schedule of Condition

The Inventory and Schedule of Condition dated 18th June 2015 is to remain in full force and effect.

Schedule B

Tenant's Obligations under a Superior Lease

N/A

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Schedule C

Details of insurance the Landlord has in place for the Property and the Fixtures and Fittings as at the date of this Agreement.

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Schedule D

Special Conditions

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.

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9. THE SIGNING OF THE DOCUMENTS.

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.

All signatures are to be witnessed by an independent party.

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Landlord

TenantJames Spencer Cleverly

Witness Signature

Witness Name

Address

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PRESCRIBED INFORMATION

Housing Act 2004

Under the Housing Act 2004, the landlord is required to give the following information to the tenants and anyone who paid the deposit on the tenant's behalf 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.

- (b) 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.
- (c) 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.
- (d) 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?
- (e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet: What is the Tenancy Deposit Scheme? More detailed information is available on www.tds.gb.com.
- (f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: What is the Tenancy Deposit Scheme? More detailed information is available on www.tds.gb.com.

THE	DEPOSIT	

The amou	ant of the deposit paid is	£2,300	1
A.1	Address of the Premises to which the Tenancy relates		

nitials:
nitials:

Name of the Letting Agent

Name of	the Letting Agent				
A.2					
Details of	f the Landlord(s)				
A.3	Name(s)				
A.4	Actual address				
A.5	Email address (if appli	cable)			
A.6 A.7	Telephone number Fax number (if applica	ble)			
Details of	f Tenant(s)				
A.8	Name(s)		James Spencer Clev	erly	
A.9	Address(es)				
A.10 A.11	Email address				
A.11 A.12	Mobile phone number Fax number				
Contact d	etails for the Tenant(s) t	o be used at the end o	of the tenancy		
A.13	Name(s)			0.59	
A.14	Address(es)				
A.15 A.16	Email address Mobile phone number				
A.17	Fax number				
who has	arranged to pay the de	posit on the tenant's	behalf) the details	s a relevant person (ie anyone requested in A8-A12 must be ion sheet for this purpose.	
The circumstances when all or part of the deposit may be retained by the landlord by reference to the terms of the tenancy are set out in clause 6 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.					

Initials: _____(Landlord) ______(Tenant)

(Tenant)

CONFIRMATION

Initials:

(Landlord)

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- the information provided is accurate to the best of my knowledge and belief and
- I have given the tenant the opportunity to sign this document by way of confirmation that the

information is accurate to the best of the tenar	nt's knowledge and belief.
Signed by or on behalf of the Landlord	
The tenant certifies and confirms that:	
I have been given the opportunity to read the i	information provided and
 I sign this document to confirm that the info belief. 	rmation is accurate to the best of my knowledge and
Signed by or on behalf of the Tenant James Spencer Cleverly	

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