

# Assured Shorthold Tenancy Agreement

with deposit protection from **Tenancy Deposit Scheme (TDS)** for the premises at:

<<Property Address Line>>

This Agreement is intended to create an Assured Shorthold Tenancy, as regulated by the provisions of the Housing Act 1988 (amended by the Housing Act 1996). Section 21 of this Act sets out the conditions under which the Landlord can take the property back.

This Agreement sets out your rights and duties as the tenant of this property along with the rights and duties of the Landlord. It should be signed by both parties at the end to confirm they agree with it.

You should not sign this agreement unless you are sure you understand it. Read it carefully, if there is anything you do not understand, you should get independent legal advice before you sign it.

**Important Note:** If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

This is an important legal document and you should keep it safe. If anything goes wrong with your tenancy you will need it, particularly if you have to go to Court.

# Definitions

---

**We need to use some legal terms in this tenancy agreement. By providing this list of definitions we aim to help explain some terms that you may find in this tenancy agreement. It is not intended to be an exhaustive list and in the event of a dispute, only the Courts can decide on a definitive interpretation or meaning of any term or clause.**

**Agent:**

Any letting or managing agent, or any other duly authorised person, as notified to the tenant who is acting from time to time on behalf of the Landlord.

**Building:**

If the property is part of a larger building, such as a flat in a block of flats, this term means that building and any of its grounds.

**Contents or Fixtures & fittings:**

Any furniture, furnishings, carpets, sanitary ware (toilet bowls, cisterns, baths, basins, showers and other fittings), decorative features, electrical equipment, kitchen appliances (white goods), other equipment or any floor, ceiling or wall coverings and including anything listed in any inventory we supply that belong to the Landlord.

**Deposit:**

(also known as the 'security deposit', 'damage deposit' or 'bond') The deposit is a sum of money you pay to the Landlord (or the Agent) in case you fail to keep to any of the terms of this agreement. The amount will normally be equal to six weeks rent, but may be more or less. Either the Landlord or the Agent will hold the deposit money during the tenancy, as confirmed in Section 5 of this Agreement. You will not be entitled to receive any interest on the deposit during the tenancy. Either the Landlord or the Agent will arrange for the deposit money to be protected by one of the deposit schemes approved by the Government, as confirmed in Section 5 of this Agreement.

**Fair Wear & Tear**

This is the deterioration in the condition of the property and its contents which occurs naturally as a result of being lived in and used in a reasonable and legal manner. The amount of wear & tear in a property which will be considered fair will depend on a number of factors including the age of the property and its contents, the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there and whether the landlord has allowed pets and/or smoking.

**Fixed Term (of the tenancy):**

This is how long this particular part of your tenancy lasts as set out in this agreement. The fixed term will be for a set number of months and will be binding on the Tenant and the Landlord unless it contains a Break Clause.

**Guarantor:**

This is someone who you would provide, who is willing to meet your responsibilities under this tenancy agreement if you do not keep to them (for example, paying your rent).

**Head Lease:**

(also referred to as 'Superior Lease'). This is the lease under which the Landlord named on this Agreement owns the property. It contains the obligations under which the Landlord (and in turn, you) will be bound.

**ICE:**

The Independent Case Examiner for the deposit schemes approved by the Government.

**Inventory and Schedule of condition of the property:**

The document prepared on behalf of the Landlord, showing details of the property's fixtures, fittings, furnishings, equipment and so on, including the condition of the premises in general as drawn up prior to the commencement of the tenancy. The inventory will be relied upon at the end of the tenancy to assess any damage (other than reasonable wear and tear). *See clause 4.3 for details.*

**Joint & several liability:**

This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we (the Landlord) will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to 'the tenant' or to 'you' this means all of you collectively as the law views all named tenants simply as one. Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

**Landlord:**

(also referred to as 'we' or 'us'). This includes the person/people who own the premises. If the Landlord changes (e.g. if the property is sold or the Landlord dies) and the property passes to someone else, you will be notified of the details of the new owner. This will not change your rights or your obligations under this agreement. The only difference being the identity of your Landlord will have changed.

**Masculine/feminine and singular/plural:**

Any reference to either gender includes the other and any reference in the singular shall include the plural

**Month:**

Means a full 'calendar' month (e.g. 15<sup>th</sup> January to 14<sup>th</sup> February), not just four weeks.

**Property:**

This includes any parts of the house or flat, gardens, paths, fences, boundaries or other outbuildings or parking spaces that belong to this property and which form part of the tenancy.

When the property forms part of a larger building, the tenancy includes the right for you to use communal areas & facilities, shared access and other similar facilities of the building, subject to their own terms & conditions.

**Stakeholder for deposit:**

This means that the person holding your deposit (usually the Agent) can only take money from your deposit if you agree, or if a County Court orders it.

**Stamp Duty Land Tax (SDLT):**

With effect from 01<sup>st</sup> December 2003, the responsibility for paying any SDLT liability that may become due on a Tenancy Agreement rests solely with the Tenant. This is a legal obligation and the Inland Revenue may impose fines or penalties for failure to comply. More information and guidance can be obtained from [www.inlandrevenue.co.uk](http://www.inlandrevenue.co.uk).

**Superior Landlord:**

(also referred to as 'Freeholder' or 'Head Leaseholder'). This refers to people, or persons, to whom ownership of the property may revert to at the expiry of the term of any Head Lease/Superior Lease.

**TDS:**

The Tenancy Deposit Scheme, established under the Housing Act 2004. The Dispute Service (TDS) administers this particular scheme and is required to supply details of all tenancies to the (Dept of] Communities and Local Government (DCLG). Golden Eagle International Ltd is a member of the TDS and will follow the rules of the TDS at all times.

**Tenant:**

(also referred to as 'you'). This includes all tenants named on the agreement and anyone who is entitled to use the premises under the terms of the tenancy. If this is a joint tenancy, you are all responsible (separately and jointly) for all of the tenants' responsibilities & obligations. This is known as 'joint and several liability'.

**Term (of the tenancy):**

This is the whole duration of your stay at the property, which may be longer than the Fixed Term set out in this agreement and will include any extension, continuation or periodic tenancy.

**Golden Eagle International Ltd:**

This is Golden Eagle International Ltd (or one of its subsidiaries or successors) of 10 Portman Street, London W1H 6DZ hereinafter referred to as 'GEI Ltd'

Tel: 0207 495 4422.

Email: [info@golden-eagle.co.uk](mailto:info@golden-eagle.co.uk)

Web: [www.golden-eagle.co.uk](http://www.golden-eagle.co.uk)

**Year:**

This means a 365 day period (e.g. 01 January to 31 December inclusive)

## Section 1 : Summary of Core Terms

---

### 1.1 Date of Execution of this agreement

(the date that this agreement becomes binding on both parties and should be the same as the Commencement date below. Do not date this agreement until all parties have signed).

\_\_\_\_\_ day of \_\_\_\_\_ 2012 (two thousand & twelve)

### 1.2 Name & address of the Landlord:

### 1.3 Alternative address for the Landlord:

Sections 47 & 48 of the Landlord and Tenant Act 1987 place a legal requirement upon the Landlord to provide the tenant with his address when making written demands for rent. If that address is not in England & Wales, he must provide an address in England & Wales at which notices (including notices in proceedings) may be sent or served on the Landlord by the tenant. This can be a c/o address and is frequently the address of the Landlords' Agent.

c/o Golden Eagle International Ltd, 10 Portman Street, London W1H 6DZ

### 1.4 Name of the Tenant:

### 1.5 Current address of the Tenant:

### 1.6 Address of the property to be let:

### 1.7 Specific exclusions: (these are specifically **excluded** from the tenancy)

N/A

### 1.8 The fixed term of the tenancy will be:

### 1.9 Commencement date, including:

### 1.10 Expiry date & time, including:

1pm on the

**1.11 The Rent:**

£<<Tenancy Rental Amount>> per calendar month
---

**1.12 First payment:**

The first payment should be made by you at or before the time you sign this agreement.

**1.13 Rent payable: (*\*delete as appropriate*)**

**\*The rent must be paid every month**, in advance on the 01<sup>st</sup> day of each month to cover the calendar month ahead.

Payment should be made to the Landlords bank via Standing Order and the rent must reach the Landlords account by this date every month so you must allow sufficient time for the monies to clear.

**\*The full amount of rent must be paid in advance** for the whole of this fixed term at or before the time you sign this agreement. The rent must reach the Landlords bank account by the commencement date (*see 1.9 above*) so you must allow sufficient time for the monies to clear.

The total amount of rent payable is

£	
---	--

**1.14 Deposit:**

You must pay a deposit to the Landlord at or before the time you sign this agreement (*see 1.9 above*)

The amount of the deposit is detailed in 1.15 below. This deposit will be held by GEI Ltd as Stakeholder (*see definitions on P3 of this agreement*) for the duration of your tenancy and will be registered with one of the Government approved schemes. (*See Sections 5 & 7 for full details*).

For the purposes of refunding the deposit, GEI Ltd will assume that each named tenant will be allocated an equal share of the deposit, unless otherwise instructed.

Any interest earned on the deposit will belong to GEI Ltd.

**1.15 The deposit amount is:**

--

## Section 2 : The Tenant's obligations & responsibilities

---

These are the things that you (the tenant) agree to do, or not to do. It is important for you to understand what you must or must not do. If you break, or do not comply with any of these obligations, we (the landlord) may be entitled to claim damages or compensation from you, or to seek other legal remedies against you, including the possibility of eviction.

### The Tenants obligations:

---

#### 2.1 Joint & several liability:

You are responsible and liable for all obligations under this agreement on a joint and several basis. This means that all named tenants will each be responsible for all the amounts due under this agreement, not just for a share of them.

#### 2.2 Visitors/guests:

You are responsible at all times for the behaviour of everyone who lives in, or visits, the property whether you are with them or not. This includes any other third party (e.g. contractors, delivery persons etc.) whether invited or not, whilst they are on or at the property.

#### 2.3 Superior Lease obligations:

Where you are notified prior to the commencement of this tenancy, in writing or by the provision of copy documents, of any agreements or restrictions contained in any superior or head lease affecting the property or the building which may bind the landlord (and his tenant) with regards to the use or occupation of the property, you agree not to break such agreements or restrictions.

#### 2.4 Breach of agreement costs/consents:

You must pay the reasonable net costs incurred by us (or our Agent) or our professional advisers, in successfully enforcing or remedying a notable breach of (or significant failure to comply with) your obligations under this agreement.

Where you clearly break, or fail to comply with, any of the obligations relating to you looking after the property or to your proper use and occupation of the property as set out under this agreement, you agree to carry out (at your own cost) any reasonable and necessary corrective measures or actions within a maximum of one (01) month (or within any alternative timescale agreed with the landlord or his agent), or earlier if urgency requires it, of being asked in writing to do so by us or by our agent (*see Important Notes, Cl 2.17*). After that time, we (or our agent) may notify you that we are arranging for the work to be done. In such circumstances you agree to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

You must also pay any reasonable costs and expenses that we (or our Agent) have incurred as a result of responding to any request you make for any consent or permission under this agreement.

#### 2.5 Housing Benefit:

You must reimburse us (or our Agent) any sums which we are required to repay to the local authority in respect of Housing Benefit/Local Housing Allowance which has been paid directly to us (or our Agent) on your behalf, and accepted in good faith, but which is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility on your part.

#### 2.6 Notices:

- a. Throughout your tenancy, you must promptly forward to us (or to our Agent) any post, Notices or Orders (or any other similar documents) addressed to us that may be delivered to the property (or to the building) pertaining to the property, its boundaries or any adjacent properties.
- b. You must promptly notify us (or our Agent) if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to us (or to our Agent) upon demand.
- c. You should serve any notices (including notices in legal proceedings) on us at the address given in Clause 1.3 above. Notices must be either hand-delivered or sent via Royal Mail post, allowing for delivery time.

#### 2.7 Communal areas liabilities:

You must adhere to any rules and regulations regarding the use of/access to any shared/communal areas of any building you live in with other people.

## 2.8 Payment obligations. You agree:

- a. To pay **rent** (and all other sums due under this agreement), whether formally demanded or not, on time and in full in accordance with clauses 1.11 to 1.13 above. If anyone other than the tenant named in this agreement pays all or part of the rent, this will be considered as payment from you and we will be entitled to assume this without asking.
- b. To pay interest at 8% per day on any amount of rent (or other money which you owe to us) that remains unpaid after the date it became due. You must pay interest on the full amount that you owe, from the date you should have paid the rent until the date you actually pay. We may recover the interest as though it were rent.  
Failure to pay your rent on time may result in legal action being taken against you which could result in your credit rating being adversely affected.
- c. Not to **withhold** any part of your rent (or any other monies due under this agreement) for any reason (unless you have express permission to do so) nor to offset any rent or any other payments due against your deposit.
- d. To reimburse us (or our Agent) any costs or **charges** incurred by us (or by our Agent) if your rent is unpaid or is paid late for any reason or is reclaimed by your bank. We reserve the right to apply a surcharge to you of 4% of the total of any payments made by you to us or to our Agent via Credit Card.
- e. To pay for any **insurance** protection for your own possessions/**contents**. (See clauses 2.20a & 3.6(iii))
- f. To pay the full amount of **Council Tax** (or any similar charge that may replace it at any time) liability for the premises for the whole duration of your tenancy. If we pay it (or any part thereof) on your behalf, to reimburse us (or our Agent) upon demand.
- g. To pay all associated charges in respect of the use (and supply to the Property) of **Gas, Electricity, Oil** and any other relevant fuels, **Water** and Environmental Services (including all standing charges and VAT) for the whole duration of your tenancy. Where applicable, this obligation is to include paying for the metered usage of any communally supplied hot water, space heating or space cooling supplied to the Property for the duration of your tenancy. If we pay it (or any part thereof) on your behalf, you are to reimburse us (or our Agent) upon demand
- h. To obtain and pay for a **TV licence** as required.
- i. To pay for all associated charges in respect of the installation, connection and supply of any **telephone, broadband** services, cable television or **satellite television** facilities (if you have any of these) for the term of the tenancy.
- j. To pay the fair net costs involved in carrying out repairs and maintenance to the property or to its fixtures or fittings where such action is required as a result of negligence, or significant breach of this agreement, or mis-use, by you or your invited guests or visitors.
- k. Where the property is served by a **septic tank** or **cesspit**, to be responsible for the reasonable costs of emptying or clearing such facilities, as required, during the tenancy.
- l. To be responsible for the costs of any other services which relate to your use and occupation of the property for the duration of your tenancy, including any new services which may be developed or introduced after this agreement has been signed.
- m. You must pay any **costs and expenses** (which must be reasonable both in amount and in nature) which we (or our Agent) have incurred due to you not carrying out your responsibilities under this agreement or as a result of any requests you make for **consent** or **permission** under this agreement.

## 2.9 Utilities Obligations:

- a. Within one month of the commencement of your tenancy, you must **register** (in your own name) your details with the suppliers of Gas, Electricity, Water and with the local **Council Tax** Dept for these services for the whole duration of your tenancy and you must make arrangements for the payment of the relevant bills/charges. Any **telephone, broadband, satellite** or cable services that you arrange to be installed or connected to the property must only be **registered** in your own name.
- b. You must not install any coin operated, prepaid card or key operated **meters** at the premises, or change gas, electricity or water suppliers without first getting our permission in writing. This shall not be unreasonably withheld or delayed but where such consent is given, you must promptly provide us (or our Agent) with full details of the new supplier including account numbers.
- c. When your tenancy ends, you must supply the utility companies with the **final meter readings** and dates for these services and pay your final accounts. You must not instruct the suppliers to cut the supply off.
- d. Where you allow, either by default of payment or by specific instruction, any utility or other service to be **cut off**, either during, or at the end of or after your tenancy, you must immediately arrange for (and pay or be liable to pay) upon demand, the costs associated with reconnecting or resuming those services.
- e. You must not change or transfer any existing **telephone number** at the property without our prior written consent. Such consent will not be unreasonably withheld or delayed but where such consent is given, you undertake to promptly provide us (or our agent) with the details of the new number and, at our request, pay the telephone companies' reasonable standard costs of storing our number for re-use.
- f. You must not tamper with, interfere with, alter or add to the gas, water or electrical **installations** or meters, either in, or serving, the property or building.

## 2.10 Your use of the property:

- a. You must occupy the property as your home, as a single **private residence** solely for occupation by you and your dependants. You must not allow anyone who is not named in this agreement (apart from your husband, wife or civil partner and any children of your family aged 18 or under) to live in or share possession or occupation of the property with you. You must not allow any children under the age of 18yrs to live in the Property without parental or guardian supervision.
- b. You must not use any part of the property (or the building) to conduct any formal or registered trade, **business**, profession, training facility, political meeting or auction nor display any boards, placards, signs, flags or advertisements on the property (either internally or externally) made visible from the outside.
- c. You must not use the property, or knowingly allow it to be used, for any **illegal activities** or for any immoral purposes including the use of the property for keeping or using any drugs which are or become prohibited or restricted by statute.
- d. You must not do anything (nor allow any co-tenant, guest, visitor or dependant to do anything) at the property at any time which could be **heard** outside of the premises (including singing, shouting or the playing of excessively **loud music**, television sets, instruments or machinery) which may be a nuisance or annoyance to neighbours or to local residents or which might reasonably be considered to be anti-social behaviour or that causes damage to the property or to any adjacent or adjoining property.
- e. You must not use any part of the property at any time to carry out **repairs** to any cars, motorcycles, bicycles, vans, boats or commercial vehicles, apart from carrying out occasional general maintenance to a privately owned vehicle of which you are the registered keeper.
- f. You must not park, **store** or **keep** on the property (or in any designated parking space or communal car park) any **boat**, caravan, commercial vehicle or any un-roadworthy vehicles without our prior written consent. Such consent shall not be unreasonably withheld or delayed but we reserve the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent given.
- g. You must not damage, alter or **interfere** with (nor allow anyone else to do so) the property, its **décor**, fixtures & fittings or any part of the building. You must not alter the appearance or decoration of any part of the property without our prior written consent. Such consent shall not be unreasonably withheld or delayed but you may be asked to pay the cost of rectifying any works that you do (or have done) which are not deemed to be of a satisfactory standard.
- h. You must not deliberately do anything (nor allow anyone else to do) anything which leads to devastation, harm or ruin of the property or its contents. You must take **reasonable and proper care** in the use of the property and its fixtures, fittings, furnishings and floorings and you must use **appliances** in accordance with the instruction manuals provided. If you ask us to attend (or if you ask our Agent to instruct a contractor to attend) a repair/breakdown of an appliance, a fixture, item of furnishing or a system which is subsequently found to require repairs or replacement due to mis-use (i.e. it has not been used sensibly or in accordance with its intended use and/or the instruction manual provided), damage or neglect on your part, you will be liable for the cost of repair/replacement plus any associated costs/call-out charges incurred and you must reimburse us (or our Agent) the full amount upon demand.
- i. You must not bring any heating or cooking **appliances** powered by **gas, oil, wood, coal** or **paraffin** into the Property nor use any such appliances other than those owned and supplied by us.
- j. You must not **remove** any of our fixtures, fittings, **furnishings** or contents from the property (nor from the building) nor store them in a loft, basement, shed, garage or outbuilding without our prior written consent. Such consent shall not be unreasonably withheld or delayed but you must pay the costs of removing and storing items where consent is given. You must ensure that any such items are stored at your own risk, safely and without damage or deterioration. You must also ensure they are returned at the end of the tenancy, within reason, to the same part of the property from which they were removed.
- k. You must take reasonable and prudent precautions expected of a householder as may be required from time to time including preventing damage by **frost or freezing** occurring to the property, its fixtures or fittings and to adequately **heat and ventilate** the property (including any conservatory) at all times in order to help prevent **condensation** and you must not block any **ventilation ducts** or **vents**. Where condensation occurs, you must promptly wipe down and clean the affected areas as required to stop the build-up of mould growth or damage to the property.
- l. You must not overload the **electrical circuits** of the property (or the building) by utilising inappropriate multi-socket electrical adaptors or extension cables when connecting appliances to the mains supply. You are not permitted to connect your (or our) appliances to any **communal supply** of electricity, gas or water located in any communal part of the building at any time.
- m. You must not add to, take from or **tamper** with any part of the **gas** or **electrical** systems, lighting facilities of the property, cold or **hot water** or heating installations, kitchen units, kitchen appliances, sanitary installations, doors or any other fixtures and fittings of the property nor any parts of the building.
- n. You must notify us (or our Agent) of any **defect**, damage or **disrepair** which develops or occurs at the property (or the building) which might be, or might reasonably be expected to become, a hazard or danger to life or limb (or to the fabric of the property itself) as soon as you become aware of it so we can arrange repairs. Failure to comply with this requirement may void or adversely affect our warranty or insurance arrangements, for which you may become liable to compensate.



- o. You must not **affix** any posters, **pictures**, photographs or decorative items to any part of the property with screws, nails, glue, sticky tape, Blu-tac or other adhesive fixings. You may affix a reasonable number of picture hooks but you must repair (or pay for repairing) to a satisfactory standard any unreasonable damage, marks, holes or mismatched paintwork caused by, or as a result of, removing any fixings.
- p. You must not put (nor allow anyone else to put) any **damaging products**, oil-based products, petroleum-based products, paint, woodstain, varnish, white spirit, thinners, grease, cooking fats or other harmful, hazardous or corrosive substances into the sanitary appliances or drains of the property or building.
- q. You must not keep, or bring into the property (or the building), any **flammable or hazardous** materials or equipment (apart from matches, lighters, candles, fire-lighters and properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the property or to the health of its occupants or neighbours.
- r. You must not affix (nor instruct someone else to affix) any **radio or TV aerial or satellite dish** on any part of the property or on any part of the building, or install any telecommunication **cables** without obtaining our prior written consent. Such consent shall not be unreasonably withheld or delayed but we reserve the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent given and you may be asked to remove (or have removed) anything which you have had installed and to make good any damage/re-decoration as required and pay for any remedial works required.
- s. You must not **prop open** any fire **doors** or emergency exits in the Property or in any part of the building (except by utilising a built in system that closes in the event of a fire) nor disable/interfere with any self-closing door mechanisms in any part of the building.

### 2.11 When leaving the property unattended:

- a. If you intend to leave the **property empty or unoccupied** for any continuous period in excess of 14 (fourteen) consecutive days, you must notify us (or our Agent) in advance and fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the property and its contents whilst being left empty or unattended. Failure to comply with this clause may void, or have an adverse effect upon, our insurance arrangements, for which you may become liable to compensate.
- b. You must take adequate precautions at all times to keep the property, including all external doors and windows, **locked** and secured (and any burglar alarm set) when the property is left empty or unattended.
- c. You must not leave any **taps** running inside or outside of the property whilst it is left empty or unattended for any period of time.
- d. You must not leave any freestanding gas or electrical appliances running or switched on inside or outside the property while it is left empty or unattended except for refrigerators or freezers.

### 2.12 Windows & glass

- a. You must not affix **blinds** or **curtain poles** at the windows or doorways of the property without our (or our Agents') prior written consent. Such consent shall not be unreasonably withheld but we reserve the right to withdraw, upon reasonable grounds & notice, any such consent previously given.
- b. You must report any broken, chipped or cracked glass in any windows, doors or outbuildings of the property to us (or to our Agent) as soon as you become aware of it.
- c. If you or your invited guests or visitors are responsible for any broken, chipped or cracked glass in any windows, doors or outbuildings of the property or of the building, you must (upon demand) pay for all costs (including call-out charges, emergency boarding-up, materials and labour charges) for an appropriately qualified person to replace the glass to the same specification. You must also pay the costs of remedying any associated damage to the property or to the building that is proven to be a result of the damaged glass.

### 2.13 Outside areas/space/gardens & parking:

- a. You must **not erect** any shed, lean-to, carport, conservatory, greenhouse, pergola or other structure on or at the property without our (or our Agents) prior written consent. Such consent shall not be unreasonably withheld or delayed but you may be asked to remove (and make good) anything that you erect (or have erected). You must report to us (or to our Agent) as soon as you become aware of, any damage to any shed, greenhouse, garage, carport or conservatory on or at the property.
- b. If you are entitled to use a specific **car parking space**, driveway or **garage** as part of this tenancy, you must park only in that designated space, driveway or garage.  
When using a **designated space**, you must park within the boundaries of that space and display at all times any required permit or badge as required by the owner (or his Agent) of the space. If you are using a communal parking area, you must also abide by the rules and observe any restrictions as displayed on any signs or tickets.  
You must not use parking facilities to store, keep or park any boat, caravan, commercial vehicle or any un-roadworthy vehicle of any kind nor any item of furniture on it, or in any shared car park. You remain responsible for ensuring that any vehicle you park is adequately insured and displaying a valid Road Fund licence at all times. You must not block any shared access in any way at any time.

- c. If your tenancy includes exclusive use of a **garden** or outdoor area, you must keep it clean and tidy, including cutting any grass regularly throughout the Spring, Summer and Autumn months and clear away (and dispose of in an appropriate manner) any leaves or garden waste. You must not move, dig up, lop or cut down any trees, shrubs or bushes unless you have our (or our Agents') prior written consent.
- You must keep any patio areas, decked areas, paths, garden areas, lawns, flowerbeds, shrubs or bushes and borders (if you have any) as tidy & free of weeds as they were at the start of the tenancy. You must report to us (or to our Agent) as soon as you become aware of it, any damage to any walls, fence panels, fence posts, decked areas or trees on or at the property.

## 2.14 Maintenance/repairs at the property:

- a. You must not carry out any works, maintenance or repairs (except as set out in para b, c, d below) to the property (or any part thereof nor to any part of the building or to any of its fixtures & fittings) yourself, nor must you authorise someone else to carry out any maintenance or repairs for you as this may void or adversely affect any warranty or insurance arrangements that we have in place (for which you may become liable to compensate) **except**
- (i) Where you have our (or our Agents') express written or emailed prior consent. Verbal consent is not sufficient. *(Where you obtain written consent, you must use an appropriately qualified/registered/approved contractor to carry out any works to the property. You must pay for the works to be done and forward a copy of the invoice (along with the proof of payment) to us (or to our Agent) to request reimbursement. You must not deduct the cost from your rent payments);* **or**
  - (ii) Where you are taking reasonable steps in an emergency to restrict or diminish immediate dangers or damage. In this instance, you must immediately notify us (or our Agent) of the event and of any action you have taken.
- b. You must replace (or have replaced at your own expense) all **fuses** on plugs and socket outlets which have integral fuses, all light bulbs and fluorescent tubes as required during your tenancy and make sure that all fuses, light bulbs & fluorescent tubes work at the end of the tenancy.
- Please note:** If you ask us to attend to a repair/breakdown of an appliance or system (or if you ask our Agent to instruct a contractor to attend a repair/breakdown of an appliance or system) which is subsequently diagnosed to require only a replacement fuse, you will be responsible for any costs and call-out charges incurred.
- c. You are responsible for regularly (including on the last day of your tenancy) defrosting the freezer, for **unblocking** (or for paying to have unblocked) all gutters, sewers, drains, toilets, cisterns, basins, baths, showers, water pipes & ducts (and other fittings you have reasonable access to) and for keeping them free from blockages caused by your waste or resulting from your/your visitors/guests actions or inactions in breach of obligations under this agreement.
- d. You must regularly test any **smoke alarms** (which use batteries) fitted in the premises and replace (at your own expense) any battery which you find is not working or you must pay an appropriately qualified contractor to do this for you. You must let us know as soon as possible if the alarm does not work after you fit a new battery. You must not tamper with or disable any smoke alarm at the property.
- e. You must notify us (or our Agent) as soon as is practicable about any brown or sooty build-up around any gas appliances or any suspected faults with any gas appliances.

## 2.15 Cleaning:

- a. You must clean (or pay to have **cleaned**) all **windows** and internal glass (inside and out) that you can reasonably reach, at the property on a regular basis and at the end of the tenancy.
- b. You must keep the inside of the property and all fixtures & fittings in good, clean condition at all times.
- c. You must clean at regular intervals (and at the end of your tenancy) all **filters** on washing machines, dishwashers, refrigerators, freezers, extractor fans and water filters that are supplied by us for you to use. Or you must be responsible for paying for someone to clean them for you or to replace them where necessary.
- If you ask us to attend to a repair/breakdown of an appliance or system (or if you ask our Agent to instruct a contractor to attend a repair/breakdown of an appliance or system) which is subsequently diagnosed to have become faulty due to a blocked/partially blocked filter, you will be liable for any costs and call-out charges incurred.
- d. At least once every nine (09) months of the tenancy to pay to have any working **chimneys**, that you have made use of at any time, swept by an appropriately experienced person and to retain a suitable record, receipt or invoice to demonstrate compliance with this clause.
- e. You must regularly remove all domestic **rubbish/refuse** and recyclable materials from the property utilising an appropriate sack/bag (you must provide these at your own expense) and leave it in the designated area provided for it to be collected and disposed of. You must not leave any rubbish/refuse on the property for more than seven (07) days nor store/leave any rubbish in a way which is likely to attract vermin or pests.
- f. During the tenancy, you must take such reasonable precautions as expected of a householder to keep the property free from **infestation** by vermin, rodents or animal fleas. Where such infestation occurs as the result of an action or inaction on your part, you are to be responsible for the appropriate costs in fumigating and cleaning any affected parts of the property or building as appropriate and for rectifying and or removing the causes of such infestation.
- g. Where instructed to do so, you must pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a '**Notifiable Disease**' having been in the Property during the Term. You may also be liable for required redecoration or replacement as a result of this clause.

## 2.16 Locks & Security:

- a. We (and our Agent) may hold **keys** to the property at all times during your tenancy and we (or our Agent or other representative) are entitled to use these keys to access the property during your tenancy, subject to the requirements of Section 2.17 below. Neither we, nor our Agent, have any contractual obligation to you in the event that you lock yourself out of the property.
- b. You must not change, alter, install, add to, remove or damage any **locks or bolts** on any doors or windows at the property or the building, or have any extra keys made for any locks without our prior written consent. Such consent will not be unreasonably withheld or delayed. If any lock or bolt is installed on or in the property without prior consent from us (or from our Agent), you must promptly provide us (or our Agent) with a full set of keys to the new lock(s). You must also remove them if requested to do so by us (or by our Agent) and be responsible for the fair costs of making good any resultant damage to the property or spoilage of decoration. If any lock is changed on or in the property without prior consent from us (or from our Agent), you must return the original lock (along with all of its original keys) to us or to our Agent on or by the last day of your tenancy.
- c. You remain responsible at all times for the whereabouts of all **keys & fobs** issued to you during (and at the start of) your tenancy. If, during your tenancy, you **lose** any keys or access fobs to the property (or to any part of the building) given to you during or at the start of your tenancy, you must notify us (or our Agent) and your insurers (where appropriate) immediately and pay, upon demand, any costs incurred by us (or our Agent) to supply replacement keys/fobs or to fit replacement locks.  
If, during your tenancy, you ask us or our Agent to attend (or if you ask our Agent to instruct a contractor to attend) the property between the hours of 19.00 to 09.00 due to you having lost your keys or due to you being unable to access the property because you have damaged the key or the lock, you will be liable for a Call Out charge to GEI of £175.00 plus the cost of any other expenses incurred including fees for locksmiths or other required tradesperson.
- d. If you **borrow** any **keys** or fobs at any time during the tenancy, you must return them within 24hrs or upon demand, whichever is sooner. You remain responsible for the whereabouts of the borrowed keys/fobs until they are returned to the person/party you borrowed them from.
- e. You may not change any **burglar alarm codes** (if any) without prior written consent from us (or from our Agent). Such consent will not be unreasonably withheld but where such consent is given, you must notify us (or our Agent) & the alarm maintenance company (where relevant) of the new codes within 24hrs.
- f. You must, at all times, operate the alarm system in accordance with any instruction manual or instructions given directly to you by the alarm maintenance company. You must report any faults with, or activations of, the **burglar alarm** system to us (or to our Agent) and to the alarm maintenance company (where relevant) as soon as you become aware of it.
- g. You must not allow **strangers** to have unsupervised access to any part of the property or building which is not open to the general public. You will be responsible for paying (as far as is reasonable) for all losses that we, and anyone else, may suffer as a result of you failing to comply with this.

## 2.17 Access to the property:

- a. During the tenancy, as long as we give you at least 24hrs notice (except in an emergency in which case access to the property may be gained immediately), you must allow us (or our Agent or anyone with our permission in writing) **access** into the property to:
  - (i) **inspect** the condition of the property at least twice a year; *(See Important Notes, below)*
  - (ii) carry out **repairs** or alterations to the property or to do any **work** which might be required from time to time in order to fulfil our obligations under this agreement or any relevant legislation;
  - (iii) carry out **safety checks** and any other of our legal responsibilities.
  - (iv) assess the property's **value** (this could be where we wish to sell, re-mortgage or value the property).
- b. During the last two months of the tenancy, as long as we give you at least 24hrs notice, you must allow us (or our Agent or anyone with our permission in writing) access into the property during working hours (and or at other reasonable times including at week-ends) so it may be **viewed** by **prospective tenants** or purchasers. You must ensure the property is kept clean and tidy during this time. Except where mutually agreed otherwise with you, we (or our Agent or other representatives) will accompany all viewings.
- c. During the first two months and the last two months of the tenancy, to allow, at our discretion (or that of our Agent), a 'For Sale', 'To Let', 'Sold' or 'Let by' **board** to be displayed on, in or at the property.
- d. In order to comply with the requirements of the **Party Walls etc. Act 1996** (but only upon appropriate formal written notice), to permit the owner of a neighbouring property (or their authorised workmen or their professional advisors) to gain access to the property in order to carry out any work required to the property or their neighbouring property under the Party Walls Act 1996.

### Important Notes:

1. If, following an **inspection**, we (or our Agent) serve a 'Notice of Disrepair' upon you, you must carry out the work shown in the notice within one month of us serving the notice. If you do not complete the work within the month, we (or our Agent) may enter the premises (along with others and subject to providing you with at least 24hrs notice) to have the work carried out for you and then charge you the cost of the work, which you must pay upon demand.
2. We (or our Agent) are entitled to visit and inspect any communal areas of the building without giving you any notice, provided our visit is for a lawful reason.
3. You have the right to be present during any requested appointment for access.

## 2.18 Subletting, Assigning, guests and lodgers:

- a. You are not permitted to take in **lodgers**, paying **guests**, licensees nor sublet or part with or share possession of the whole (or any part of) the property without prior written consent from us. Such permission will not be unreasonably withheld or delayed but we reserve the right to withdraw, subject to reasonable grounds and upon reasonable notice, any such consent previously given.
- b. You are not permitted to borrow money on the security of the property or your tenancy.
- c. You are not permitted to **assign** your tenancy during the first six (06) months of this tenancy without prior written consent from us. Such permission will not be unreasonably withheld or delayed but we reserve the right to withdraw, subject to reasonable grounds and upon reasonable notice, any such consent previously given.  
Should consent be granted to you to assign your tenancy, you will be liable for the reasonable fees & costs incurred by us (or by our Agent) in arranging such assignment. You must continue to observe all of your responsibilities under the terms of this agreement until a new agreement has been signed which details the assignment to another party.

## 2.19 Surrender of the tenancy by the Tenant:

- a. Under certain circumstances (set out below), you may be allowed to surrender (give up) this tenancy before it could otherwise normally lawfully be ended. In order to do this, you must:
  - (i) obtain prior written consent to the Surrender from us;
  - (ii) continue to perform all of your obligations under this agreement (including paying rent) up until the agreed date of surrender or until the end of your tenancy, whichever the sooner;
  - (iii) pay an amount equal to 14 (fourteen) day's rent (the rent as in force at the time of Surrender) to us (or to our Agent) on, or by, the date of Surrender to cover the cost of administering the required documentation and our re-letting costs;
  - (iv) pay an amount equal to £150.00 (incl VAT) to us to reimburse the cost of the Check In procedure;
  - (v) ensure you return the property to us, upon the agreed date of Surrender, with vacant possession and return all keys and remove all of your possessions;
  - (vi) allow the property to be marketed by us (or by our Agent) for replacement tenants and allow access to the property by us (or by our Agent) for this purpose, subject to the access arrangements set out in 2.17 of this agreement.

**Note:** Your Landlord is **not** legally obligated to accept your request to surrender your tenancy and you may remain committed to paying rent for the full term of your tenancy.

Any monies due to us (or to our Agent) from a Surrender may be deducted from your deposit.

## 2.20 Insurance:

- a. We do not provide cover of any kind under any insurance policy arranged by us, for your personal possessions or belongings either on or off the property.
- b. We do not provide cover for claims against you from other parties for **damage** to property or for personal injury that results from something you have or have not done. You should arrange insurance for these risks yourself.
- c. We do not provide cover for any **accidental damage** you might cause to our contents, fixtures, fittings, furnishings or to the property or to the building.
- d. You must reimburse us for any **excess** sum (up to a maximum of £200.00) payable under our insurance policy for each and any claim on any of our policies or **warranties** resulting from any action/inaction on your part or on the part of your invited visitors or guests in breach of this agreement.
- e. In the event of loss or damage by fire, theft, attempted theft, impact or other causes to our property or to our contents, you must **notify the relevant authorities** (Police or Fire Dept as appropriate) and us (or our Agent) straightaway. You must immediately provide full written details of the incident in order for us to assess whether to make a claim on any relevant insurance policy.
- f. You must not do (or permit to be done) in, on or about the property any act or thing which may, in any way, **affect the insurance** of the property (or of the building) and its contents or which will increase the premium that we have to pay. If you are found to be in breach of this clause, you must pay to us (for the period of time you are living at the property) any extra amount we have to pay for our insurance premium which is due to the breach resulting from your conduct or the conduct of anyone you have allowed to live at or visit the property.

## 2.21 Compensation

- a. You cannot make any claim against us for compensation if:
  - (i) A lift in the building cannot be used or breaks down;
  - (ii) You or someone else has an accident or suffers loss or damage caused by a lift; or
  - (iii) The lift stops working and we are not responsible for putting it right; or
  - (iv) You suffer loss or damage caused as a result of the washing machine or the tumble dryer (if we have provided one) breaking down and damaging your belongings.
  - (v) You suffer loss or inconvenience if the fridge or freezer (if we have provided you with these) breaks down and causes flooding or your food to thaw or become unfit to eat.
  - (vi) Any communally supplied hot water, space heating and/or air conditioning system breaks down
  - (vii) Any parking space allocated to you as part of this tenancy becomes unavailable for any reason

- b. Unless it is covered by insurance, you cannot claim against us for compensation for:
- (i) Any damage caused by our agents, workmen or other representatives;
  - (ii) A fault in any pipes, staircase or anything in the property or building;
  - (iii) Anything which any caretaker in the building does or does not do;
  - (iv) Any inconvenience you suffer when we carry out work to the property or the building (including work to property next door or buildings we own nearby), such as decorating or carrying out repairs or alterations;
  - (v) any effect that the lift has on your TV or other electrical equipment

## 2.22 Ending the tenancy

**Where your tenancy does not have a Break Clause facility, you must tell us at least one (01) month before the end of your tenancy if you intend to move out. If you have a Break Clause, you must observe the terms of the clause.**

**These are the circumstances in which your tenancy could end:**

- a. Your fixed term ends and you do not enter into a new tenancy;
- b. We serve a notice on you under Section 21 of the Housing Act 1988 asking you to vacate at the end of this tenancy, or earlier if you have a Break Clause;
- c. We obtain a Court Order, requiring you to vacate due to a breach by you of this agreement;
- d. Where both parties agree to end the tenancy early (see 'Surrender of tenancy', Clause 2.19)

**e. Forfeiture : our right to re-enter the property known as 'forfeiture'**

The Protection from Eviction Act 1977 protects you from us ending your tenancy immediately. It says we must get a Court Order to repossess (take back) the property if you break the terms of your tenancy and you fail to put right or sort out the problem in a reasonable time. For us to commence legal proceedings to repossess the property based on a breach of the tenancy which might result in the Court evicting you or issuing a Court Order terminating the tenancy earlier than might otherwise be lawful, the law requires that the Tenancy Agreement contains a Forfeiture clause (also called Right of Re-entry):

**Forfeiture Clause:** Subject to any statutory provisions, the Landlord may forfeit (i.e. bring to an end) the tenancy and recover possession of the property if:

- (i) The Tenant is at least 21 days late in paying the rent or any part of it (whether or not the rent has been formally demanded);
- (ii) The Tenant has broken any terms of this agreement;
- (iii) The Tenant leaves the premises and does not mean to return;
- (iv) The Tenant has a bankruptcy order made against him or against his guarantor;
- (v) Any of the circumstances set out in Grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 of Part 2 of Schedule 2 and in Schedule 2A of the Housing Act 1988 arise, as set out below:

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

### **Schedule 2 and in Schedule 2A of the Housing Act 1988 - Grounds for grant of possession**

#### **Ground 8**

At both the time that we give notice that we will start court proceedings and at the time of the court proceedings you are still:

- (a) at least eight weeks behind with your rent if you pay rent every week or every fortnight;
- (b) at least two months behind with your rent if you pay rent every month;
- (c) at least three months behind with your rent if you pay rent every three months;
- (d) at least three months behind with your rent if you pay your rent each year.

#### **Ground 10**

At the time we give you notice that we'll start court proceedings and at the proceedings, you owe some rent.

#### **Ground 11**

You have a history of often being behind with your rent.

#### **Ground 12**

You have broken one or more of your responsibilities under the tenancy agreement.

#### **Ground 13**

The condition of the premises or the shared areas of the building of which the premises is part of has deteriorated because of your behaviour or that of any other person living there.

#### **Ground 14**

You, or someone living or visiting the premises, have been guilty of causing a nuisance or annoying neighbours. Or, a person living with or visiting you has been convicted of using the premises, or allowing it to be used, for illegal purposes or has committed an offence (which they can be arrested for) in the premises or near the premises.

#### **Ground 15**

The condition of furniture has deteriorated because it has been badly treated by you/someone living at the premises.

#### **Ground 17**

We gave the tenancy to you after you or a person acting on your instructions gave a false statement. If any of these conditions apply to you, we may re-enter the premises and the tenancy will end. However, if any of these conditions apply and you are living in the premises, we will not repossess the premises without getting a court order first. Any action we take to repossess the premises will not restrict or limit any other legal rights we may have.

Initialled by Landlord \_\_\_\_\_

Assured Shorthold Tenancy

Initialled by Tenant(s) \_\_\_\_\_

## 2.23 At the end of the tenancy:

**You must return the property to us in the same clean state and condition that it was in when you moved in. To this end, these are the things you must do in time for the day you vacate the property:**

- a. You must co-operate with us (and our Agent) to arrange and attend an appointment, on the last day of your tenancy, for the checking of the Inventory & Schedule of Condition. You must pay any previously agreed costs associated with this process and pay any extra costs that we may incur if we cannot check the inventory because you have not removed your personal belongings or if the appointment has to be rebooked because you failed to attend.
- b. You must give the property back to us at the agreed time on the day your tenancy ends, with **vacant possession**. This means you must ensure that everyone moves out and that you (and everyone else) remove all personal possessions in time for the appointment for the checking of the Inventory.
- c. You must return to us (or to our Agent) all of the **keys & fobs** to the property (including those for any parking facilities) that were issued to you at the start of (and during) your tenancy, along with any extra keys or fobs you may have subsequently had made or delivered.
- d. You must return the **property** and all of its furnishings, fittings & appliances **clean** to a professional standard. This includes the cleaning of any blinds, doors, painted surfaces & glass, the washing and ironing (or dry cleaning) of all linen, bedding, blankets, curtains, upholstery and soft furnishings and the cleaning of the carpets & flooring along with all other items set out in the Inventory.
- e. You must **repair** (or pay to have repaired) any **damage** to the property or to our furniture and fittings (including replacing if necessary) if you (or anyone you are responsible for under this agreement) caused any damage to them.
- f. Where you have inserted (or specifically requested us to insert for you) any **screws, nails** or picture hooks into a wall or any other surface of the property, you must remove them, fill in the holes using an appropriate filler and then redecorate to match the surrounding area. You must also redecorate or repair any area where you have applied any **sticky substance** or tape which, when removed, damages, marks or stains the surface. Or, you must pay the cost of someone doing all of the above for you.
- g. Where you have **redecorated** any part of the property without our written permission, you must return it to the condition it was originally in when you moved in, as shown in the inventory. Or, you must pay the cost of doing so.
- h. You must ensure the **furniture** and fittings (as shown in the inventory) are in the same places as they were in when you moved in. You must also reassemble any items of furniture that you may have dismantled during the tenancy. If you fail to do this, we may have to arrange for someone to do this for you and you must pay the cost of this.
- i. You must arrange to return any equipment or appliances you may have hired or rented during your tenancy, to the company you rented it from and ensure all payments are made up to date.
- j. You must arrange for any electricity, gas and water **meters** to be read immediately before the end of the tenancy and to pay any outstanding amounts you owe to the companies who provide these services (including TV & telecoms services) up to and including the day your tenancy ends.
- k. You must inform the Council Tax dept and the suppliers of your gas, electricity, water and your TV & telecoms supplier of your **end of tenancy date, meter readings** and your forwarding correspondence address within 14 days of you vacating the property. You must supply copies of paid finalised bills from all Utility suppliers to us (or to our Agent) as quickly as possible following the end of your tenancy. Your deposit cannot be returned without them.
- l. You must provide us (or our Agent) with a **forwarding or correspondence address** for you on or by the last day of your tenancy. This may be used in correspondence regarding your deposit and any claims against you following the end of your tenancy. We (or our Agent) also reserve the right to pass this address to any of your recognised creditors (incl Utility suppliers, Council Tax Dept, Debt Collectors) for them to pursue you for any unpaid debts you may have.
- m. You must ensure the property is free from **rubbish and recyclable items** on the last day of your tenancy. You must dispose of all rubbish appropriately and make arrangements for the prompt removal of any other items that you are disposing of, at your expense. If you fail to do this, we may have to arrange for someone to do this for you and you will be charged a fixed rate of £250.00 for us or our Agent to arrange this for you. You may not leave any unwanted items of furnishing that belong to you in the property.

## 2.24 Goods belonging to you, left behind when you move out

**If you leave any personal belongings in or on the property when you vacate, we must observe certain procedures under the 'Torts (Interference with Goods) Act 1977' so the following will apply:**

- a. We will arrange for the items to be removed from the property and stored in an appropriate location;
- b. We (or our Agent) will then send you a notice in writing asking you to collect/remove them from the stored location;
- c. This notice will be sent by hand or via Recorded delivery to the forwarding address given to us by you;
- d. If you do not collect/remove all of the items within 21 (twenty one) days of the date the notice was issued, we will be entitled to assume you have abandoned the items and we may then sell or otherwise dispose of them;
- e. If we cannot contact you or if you have not provided us with any forwarding address, we will store the items for a period of 03 (three) months from the day your tenancy ends. If you do not remove all the items during this period, we will be entitled to assume you have abandoned them and we may then sell or otherwise dispose of the items;
- f. You will be responsible for paying our (or our Agent's) reasonable costs for removing, storing and disposing of the items. We may deduct the costs from any monies, held by us, lawfully due to you, including any proceeds of the items we sell and you must pay any balance owing to us. Any net sale proceeds will belong to you.

## Section 3 : The Landlord's obligations & responsibilities

**These are the things that we (the Landlord) agree to do, or not to do. If we break, or do not comply with any of our obligations in this agreement or any of our statutory obligations, you (the tenant) may be entitled to claim damages or compensation from us, or seek other legal remedies.**

### 3.1 Consents & permissions:

We confirm that we are the sole or joint owners of the leasehold or freehold interest in the property and that we hold all appropriate consents necessary to issue this tenancy agreement.

### 3.2 Appliances:

- a. We will take reasonable steps to make sure the gas and electrical appliances (and other similar mechanical appliances in the property) for which we are responsible, work properly at the start of your tenancy and are maintained in accordance with relevant legislation, with any required safety checks, repairs/maintenance carried out and any certificates supplied.
- b. We will also take reasonable steps to maintain and **repair** these appliances during your tenancy, as long as the repairs are needed as a result of normal and proper use by you, which must be in accordance with any instructions or instruction manual provided.

### 3.3 Safety Regulations:

We will be responsible for ensuring we comply fully, and at all times, with the requirements of current safety regulations including: Gas Safety (Installation and Use) Regulations 1998; the Electrical Equipment (Safety) Regulations 1994; The Furniture and Furnishings (Fire)(Safety) Regulations 1988 (amended 1989 & 1993).

### 3.4 Payments:

We will pay any assessments or outgoings for the property except the amounts which you have to pay as set out in this agreement.

### 3.5 Property status:

We will ensure the property is in good order and clean to a professional standard at the start of your tenancy.

### 3.6 Insurance:

- (i) We will keep the property and our contents (if any) insured for any amounts we feel appropriate. We will insure the premises against fire and other risks normally covered by a comprehensive household insurance policy and any other risks we consider necessary.
- (ii) Where the insurance for the property is arranged by a Superior Landlord, we will use reasonable endeavours to ensure that this is done.
- (iii) We do not provide cover of any kind under any insurance policy arranged by us, for your personal possessions or belongings either on or off the property.
- (iv) We do not provide cover for claims against you from other parties for **damage** to property or for personal injury that results from something you have or have not done.
- (v) We do not provide cover for any **accidental damage** you might cause to our contents, fixtures, fittings, furnishings or to the property or to the building. You must arrange insurance for these risks yourself.

### 3.7 Burglar alarms:

Where we supply a working burglar alarm in the property at the commencement of the tenancy, we agree to repair and maintain it in working order during the tenancy, provided you (and your invited guests or visitors) use it in accordance with the instruction manual provided or as specifically directed by the company responsible for maintaining it. Should it be proven that repairs, extra maintenance or extra call-outs are required due to negligence or improper use by you or your invited guests or visitors, you will be held liable for any costs and call-out charges incurred.

### 3.8 Quiet Enjoyment:

We agree to allow you to 'quietly enjoy' your tenancy. This means you can live in your home without any harassment or illegal interruption from us or others on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement.

### 3.9 **Property rendered uninhabitable:**

- a. If you cannot live in (or use) part of the property you will not have to pay a percentage of the rent until the whole property is fit to live in again. In this instance, we will agree the percentage between us. If we cannot agree on a percentage, we may refer the matter to arbitration as long as we both agree to share the costs and agree with the final decision of the arbitrator.  
This does not affect either our or your rights to take a dispute to the courts in the usual way.
- b. If we, or the insurers of the property (or of the building) consider that you cannot live in the property because it (or the building) has been destroyed or damaged by fire, flood or any insured risk or inevitable accident and providing the damage is not your fault nor a result of something you (or someone else who you are responsible for) have or have not done, your tenancy will end. In this instance, no further rent will be due from you and we will repay to you (if appropriate, see clause 4.6) any rent you have already paid to us for any period beyond the last day that it is agreed you were liable to pay rent for **except** if the damage is found to be your fault or as a result of something you (or someone else who you are responsible for) have or have not done. This does not affect the right of either of us to claim against the other in respect of something which happened (or did not happen) before this agreement ended, or our right to claim against you if the property was destroyed or made uninhabitable because you did not follow or comply with your obligations under this agreement.
- c. We will not have any responsibility for rebuilding or reinstating the property.
- d. We will not pay you any compensation if you cannot live in the property and we have told you that you do not have to pay us rent until you can live in the property again.

### 3.10 **Repairs to the property:**

- a. We will keep any contents of the property (as listed in the Inventory) which belong to us in good repair and proper working order (fair wear & tear excepted) during the tenancy;
- b. Section 11 of the Landlord and Tenant Act 1985 applies to this agreement. This means that we are responsible for:
  - (i) repairing and maintaining the structure and exterior (including drains, gutters and external pipes) of the property;
  - (ii) keeping in repair and proper working order the installations in the property for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences) but not other fixtures, fittings and appliances for making use of water, gas or electricity;
  - (iii) keeping in repair and proper working order the installations in the property for space heating and heating water.
  - (iv) determining the standard of repair required by the landlord under this clause, regard shall be had to the age, character and prospective life of the property and the locality in which it is situated.
- c. We will **not** have to:
  - (i) repair anything that you are responsible for repairing under the terms of this agreement;
  - (ii) rebuild or reinstate the property if it has been destroyed or damaged by fire, flood or any insured risk or inevitable accident;
  - (iii) repair/maintain anything belonging to you which you are entitled to take with you when you leave;
  - (iv) be responsible for any works or repairs that are required due to the tenant being in breach of his duty to behave in a tenant-like manner.

### 3.11 **Service of Notices:**

Any notices or other documents (including any Court Claim forms in legal proceedings) will be deemed properly served upon you during your tenancy if they are;

- (i) given directly to you in person; or
- (ii) hand-delivered to the property or to the last known address for you. This may include pushing the notice through a letterbox on the front door to the property, sliding it under the front door to the property or pushing it into a mail-box dedicated to the property, located in a communal part of the building. Delivery must take place by 5pm and reasonable evidence of the delivery must be kept;
- (iii) sent to you at the property via first-class Royal Mail post where reasonable evidence is kept of the delivery. Reasonable evidence of the delivery must be kept.

Notices that are hand-delivered to you in person, or to the property (or to the last known address for you) by 5pm and where reasonable evidence is kept of the delivery, will be deemed served the next working day (i.e. not including weekends or Bank Holidays).

Notices that are posted via first-class Royal Mail post to the property (or to the last known address for you) where reasonable evidence is kept of the delivery, will be deemed served two working days later (i.e. not including weekends or Bank Holidays) provided it is not returned by the postal service.



## Section 4 : General Terms

---

**These are the things that both parties to this agreement agree to. It is important to understand that if either party breaks, or does not comply with, any of these obligations, the other party may be entitled to claim damages or compensation, or to seek other legal remedies, against the other.**

### 4.1 Data Protection

It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent. The Agent may provide present and future addresses and contact details of both parties to each other, to third parties including authorised contractors, credit and reference agencies, local authorities, service providers, legal advisers, debt collectors; and (where requested) given to Her Majesty's Revenue & Customs or any recognised party investigating criminal activity.

The Tenant must ensure he informs the Landlord and the Agent of any changes to their contact details.

### 4.2 Periodic tenancies

Any periodic tenancy that follows this fixed term will be on a monthly basis.

### 4.3 Inventory and condition of the premises

Both parties hereby agree to the following:

- a. **Producing an inventory:** We will be responsible for arranging to have (and paying for) an inventory and description of the condition of the property to be provided for the start of your tenancy.
- b. **Checking the inventory at the start of your tenancy:** We will be responsible for paying the cost of having someone meet you at the property to check the inventory with you at the start of the tenancy.
- c. **Accepting the inventory:** If you do not attend the appointment to check the inventory at the start of your tenancy, we will be entitled to assume (unless we hear from you to the contrary within five days of the start of the tenancy) that you agree to the terms of the inventory as being a true and full record of the contents & condition of the property at the time you moved into it.
- d. **Checking the inventory at the end of your tenancy:** We will arrange for someone to meet you at the property to check the inventory with you at the end of the tenancy. You will be responsible for paying (in advance) the fee for this. If you fail to attend the appointment to check the inventory you hereby agree to accept the findings, in your absence.

### 4.4 Legislation & Notices

**General:** This agreement is subject to all laws and statutes affecting Assured Shorthold tenancies. If a Court decides that some part of this agreement is invalid or unenforceable, the rest of the agreement will still be valid and binding on all parties.

#### **The Contracts (Rights of Third Parties) Act 1999**

The Contracts (Rights of Third Parties) Act 1999 do not apply to this agreement. Nothing in this contract confers or purports to confer on any third party any benefit or any right to enforce any term of this contract.

#### **The Consumer Protection (Distance Selling) Regulations 2000**

It is agreed that there shall be no right to cancel this Agreement once the tenancy has begun and The Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.

### 4.5 Acceptance of Monies

It is agreed that if we (or our Agent) accept money from you after any one or more of the conditions which may lead to a claim for possession by us, that the acceptance of monies will not create a new agreement and/or amount to or be deemed to be, a waiver of breaches of covenant by you and we will still, within the restrictions of the law, be able to forfeit the lease and/or pursue a claim for possession

### 4.6 Returning rent to the Tenant

Where applicable and where it is agreed by both parties in writing, that some rent becomes lawfully due to be returned to the tenant, these monies will be sent back to the Tenant within 05 (five) working days of the agreed end of the tenancy (or the sooner determination thereof) and upon vacant possession being obtained. All payments will be credited directly to the Tenant's nominated bank, no cheque or cash payments will be available

## Section 5 : The deposit

---

### These are the terms regarding your deposit

- 5.1 The Deposit of  is paid by the tenant to Golden Eagle International Ltd
- 5.2 The deposit is **held by** Golden Eagle International Ltd as Stakeholder. Golden Eagle International Ltd is a member of the Tenancy Deposit Scheme which is administered by:  
 Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts HP1 9GN  
 T: 0845 226 7837  
 W: [www.tds.gb.com](http://www.tds.gb.com)  
 E: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
 Fax: 01442 253193
- 5.3 Any **interest** earned on the deposit monies will belong to Golden Eagle International Ltd
- 5.4 **The Deposit has been taken for the following purposes**
- (i) To pay for 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.
  - (ii) To pay for the reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
  - (iii) To pay for any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax Incurred at the property for which the tenant is liable.
  - (iv) To pay for 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.
- 5.5 **At the end of the tenancy**
- (i) Golden Eagle International Ltd must tell the tenant within 10 (ten) working days of the end of the tenancy if they propose to make any deductions from the Deposit.
  - (ii) If there is no dispute, Golden Eagle International Ltd 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.
  - (iii) The Tenant should try to inform Golden Eagle International Ltd 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 (twenty) 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.
  - (iv) If, after 10 working days following notification of a dispute to the Agent/Member 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 be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
  - (v) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 5.5 (i) to (iv) above.
- 5.6 **If the amount in dispute is over £5,000:**
- The Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

## Section 6 : Additions & Variations

---

These are specific things that both parties agree to:

### 6.1 Pets:

You must not breed or keep any animals, **reptiles, rodents or birds** or insects at the property without first obtaining prior written consent from us (or from our Agent). Such consent shall not be unreasonably withheld or delayed but we reserve the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent given. If consent is given, you may be asked to pay an additional amount of deposit to cover any possible damage caused. You may also be asked to arrange for the rectification of any damage caused (or the reasonable costs thereof) or for the costs of any required de-infestation, cleaning, fumigation of the property and its furnishings.

### 6.2 Smoking:

You must not **smoke** tobacco or any other products inside the property or in any part of the building nor allow your invited guests, visitors or permitted occupiers to do so. If you or any of your invited guests, visitors or permitted occupiers are found to be in breach of this clause, you must pay for the reasonable costs of cleaning and/or fumigation of the property's furniture and furnishings, for rectification of any damage caused, for any items that need to be replaced as a result and for any amounts of compensation or damages resulting from the breach.

### 6.3 Rent Review Clause: **this only to be included for terms in excess of 12 months**

Upon the anniversary of this term, the rent may be increased by one and a half times the RPI (Retail Price Index) published in the month prior to the anniversary date, but at a rate no less than 7% of the rent stated on this agreement

### 6.4 Mutual Break Clause:

#### The Landlord:

At any time following the expiry of six (06) months from the commencement date of this tenancy we may terminate the tenancy using this break clause by providing a minimum of two (02) calendar months written notice to you. We must give this notice to you in the form of a Section 21 Notice and the notice must take effect to coincide with a tenancy period date as set out in clause 1.10 of this agreement. This notice may be served by our Agent on our behalf.

#### The Tenant:

At any time following the expiry of six (06) months from the commencement date of this tenancy, you may terminate the tenancy using this break clause by providing a minimum of two (02) calendar months written notice to us or to our Agent. You must give this notice in writing in its original form (i.e. on paper, not via electronic mail or by fax) and it must be signed and dated by all tenants named in this agreement. The notice must take effect to coincide with a tenancy period date as set out in clauses 1.9 and 1.10 of this agreement (e.g. if your tenancy started on the 10<sup>th</sup> day of a month, your notice must run from the 10<sup>th</sup> of one month to expire on the 09<sup>th</sup> day, 2 months later).

You may not serve notice under this Break Clause to expire on a Sunday, a Bank Holiday nor between 10<sup>th</sup> December and 10<sup>th</sup> January inclusive.

Upon the expiry of correctly served notice under this clause, the tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either party against the other in respect of any breach of any of the terms and conditions of the agreement

### 6.5 Clause removed.

## 6.6 Leasehold property

**If you live in a flat/apartment, these regulations will apply to you (as well as all other tenant obligations under this agreement) regarding your responsibilities for any shared/communal areas of the building.**

- a. You must not block any cisterns, waste or soil pipes or rubbish chutes in the building (if there are any) and you must keep them free from rubbish. All rubbish and recyclable materials must be bagged appropriately (you must provide and pay for the bags) and placed in the designated area provided for it to be disposed of, observing any specific instructions as displayed.
- b. You must not allow any of your rubbish to build up in the property or in any parts of the building.
- c. You must not dump any furniture or other items on any part of the property or in any communal areas.
- d. You must not pour any oil, grease or other substance down any drain or pipe in or around the property which might be dangerous or damage the drainage system.
- e. You must not hang any clothing (or any other materials) in or on any external part of the property or building apart from in the designated areas nor hang them out of any windows/vents.
- f. You must not place any pot, flowerpot, window box or any container of any kind on any external window sill, ledge or communal part of the property or the building.
- g. You must not throw anything out of any window or opening of the property or building or shake any mats/rugs or other items out of any windows or openings.
- h. You must not keep or bring any bird, cat, dog, reptile or other animal into the property or into the building without first getting prior written permission from the Landlord (or his Agent) and from the Managing Agent. This permission may be withdrawn at a later date.
- i. You must not use (or allow anyone to use) any lift in the building to carry goods/furniture or more people than the weight or number allowed, as shown in the lift.
- j. You must not keep at, or bring into, the property or the building anything which is or may become, unclean or unsightly in the opinion of the Landlord or Managing Agent.
- k. Neither you, nor anyone you are responsible for under this agreement, may park any vehicles on any part of the property, or of the building, without the express permission of the Landlord.
- l. You must not use any form of barbecue equipment or patio heaters on any part of the property or the building nor use any balcony area for cooking or barbecues.
- m. You must not block or obstruct any communal parts of the building or its stairwells nor store bicycles, prams or bulky items in any communal areas/hallways/cupboards.
- n. You must ensure that any mailbox allocated to your apartment that is located in a communal area of the building is emptied on a regular basis and kept locked at all times.
- o. You must not loiter, play ball games nor make any avoidable noise in any communal parts of the building.
- p. You must not use, store or keep any waterbeds at the property.

## 6.7 Notices to the Tenant

Schedule 2 of The **Housing Act 1988** as amended by the Housing Act 1996 lays down certain circumstances (grounds) under which we may successfully apply to a court for a Possession Order to take back the property. We are hereby required to notify you that possession of the property may be sought under Ground 1 or Ground 2 of Schedule 2, in that:

### Ground 1

at some time before the beginning of the tenancy, the landlord who is seeking possession (or in the case of joint landlords seeking possession, at least one of them) occupied the dwelling-house as his only or principal home; **or** the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

### Ground 2

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and –

- (a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- (b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and
- (c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice; and for the purpose of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

## Signatures:

By signing this agreement, both parties hereby agree that we have read and accept all terms & conditions contained within this tenancy agreement.

### LANDLORD(s):

---

Signed by / for and on behalf of, the **LANDLORD(s)**

Dated: \_\_\_\_\_

### TENANT(s):

---

Signed by the **TENANT(s)**

**Tenant Name:** <<Tenancy Occupiers Names>>

Signed: \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Tenant Name:** <<Tenancy Occupiers Names>>

Signed: \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Tenant Name:** <<Tenancy Occupiers Names>>

Signed: \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Tenant Name:** <<Tenancy Occupiers Names>>

Signed: \_\_\_\_\_

**Dated:** \_\_\_\_\_

## Section 7 : Tenancy deposit prescribed information

**This is information regarding tenancy deposit regulations for Assured Shorthold Tenancies that we must provide you with:**

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.

7.1 Address of the property to which the tenancy relates:

7.2 Name & actual address of the Deposit Holder:

**Golden Eagle International Ltd, 10 Portman Street, London W1H 6DZ**

7.3 E mail address of the Deposit Holder:

**info@golden-eagle.co.uk**

7.4 Telephone number of the deposit holder:

**0207 495 4422**

7.5 Fax number of the Deposit holder:

**0207 495 1365**

7.6 Names of Tenant(s):

7.7 Addresses for contact after the tenancy ends

7.8 Email address(es) for tenant(s)

7.9 Mobile number(s) for tenant(s)

7.10 The deposit is:

### 7.11 Notes:

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.

A leaflet '**What is the Tenancy Deposit Scheme?**' explaining how the Deposit is protected by the Housing Act 2004 is attached to this document for the Tenant by the person holding the Deposit being Golden Eagle International Ltd.

At the end of the tenancy the deposit will be released following the procedures set out in clauses 5.5 & 5.6 of the Tenancy Agreement attached.

Deductions may be made from the Deposit according to clauses 5.5 & 5.6 of this Tenancy Agreement. No deductions can be made from the deposit without written consent from both parties to the tenancy.

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](http://www.tds.gb.com)

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:

Initialed by Landlord \_\_\_\_\_

Assured Shorthold Tenancy

Initialed by Tenant(s) \_\_\_\_\_

- (i) 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;
- (ii) determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do;
- (iii) allocate the deposit, pay the party who is present as appropriate and transfer the amount due to the absent tenant/landlord to a suitably designated 'Client Suspense (bank) Account'.

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

Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the 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. 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 / for and on behalf of, the **LANDLORD(s)**

**Dated:** \_\_\_\_\_

Signed by the **TENANT(s)**

**Tenant Name:** <<Tenancy Occupiers Names>>

Signed:

**Dated:** \_\_\_\_\_

**Tenant Name:** <<Tenancy Occupiers Names>>

Signed:

**Dated:** \_\_\_\_\_

**Tenant Name:** <<Tenancy Occupiers Names>>

Signed:

**Dated:** \_\_\_\_\_

**Tenant Name:** <<Tenancy Occupiers Names>>

Signed:

**Dated:** \_\_\_\_\_

## **“What is the Tenancy Deposit Scheme?”**

For landlords and tenants 4<sup>th</sup> Edition April 2012



### **About The Dispute Service**

The Dispute Service is an independent, not-for-profit company set up in 2003 to resolve complaints and disputes about tenants' deposits in the private rented sector – speedily, cost-effectively and fairly. We operate the Tenancy Deposit Scheme, which is one of the 3 approved tenancy deposit protection schemes.

### **What is the Tenancy Deposit Scheme?**

The Tenancy Deposit Scheme (TDS) protects the deposits that tenants give to private landlords. It also offers a way of resolving disputes about returning those deposits. Tenancy deposit protection schemes apply to all Assured Shorthold tenancies that started on/after 6 April 2007 in England & Wales where annual rent does not exceed £100,000 a year.

Under the Tenancy Deposit Scheme:

- deposits will be protected during the tenancy;
- the person or organization holding the deposit must return it to the tenant promptly at the end of the tenancy, provided there is no dispute about returning it;
- any dispute about returning the deposit will be dealt with fairly by the Independent Case Examiner;
- the Independent Case Examiner will decide the dispute quickly, and the deposit will be paid out without unnecessary delay.

Tenants can check if their deposit is registered with the Tenancy Deposit Scheme by visiting [www.tds.gb.com](http://www.tds.gb.com) and going to the **Is my Deposit Registered?** page. Tenants enter their unique tenancy code or their surname, the amount of the deposit, the tenancy postcode & the date their tenancy started.

### **What are the legal requirements?**

The Housing Act 2004 states that any landlord or agent who takes a deposit from a tenant for an assured shorthold tenancy must put it in an approved tenancy deposit protection scheme. Landlords or agents who fail to do this within 30 days of receiving the deposit can be fined up to three times the value of the deposit as a result of court action. They also cannot serve a Section 21 notice to end a tenancy and regain possession of the property until:

- the deposit has been repaid; or
- legal proceedings for failing to protect the deposit have ended.

The Housing Act also states that:

- the tenant must be told which tenancy deposit protection scheme their deposit is held in;
- the deposit must be in money;
- landlords who do not give the tenant the information they are required to under the law about protecting their deposit will not be able to issue the tenant with a Section 21 notice;
- the landlord or agent must give the deposit to the scheme operators when asked to do so;
- each scheme must have procedures for resolving disputes without legal action (using 'alternative dispute resolution'), but the parties can go to court if they prefer.

If there is no dispute, the deposit holder must return the undisputed deposit amount to the tenant within 10 days of being asked to repay it.

The Act allows for deposits to be held in:

- a custodial scheme – the money is held by an independent third party outside the landlord's control;
- an insurance-based scheme – the money is held by the landlord or their agent, provided they have suitable insurance arrangements.

Each tenancy deposit protection scheme has its own rules. The rules for TDS are set out in the following documents:

- **The Tenancy Deposit Scheme for Lettings Agents and Corporate Landlords: Membership Rules**
- **The Tenancy Deposit Scheme for Landlords: Membership Rules**
- **The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes**

You can view these documents at [www.tds.gb.com](http://www.tds.gb.com)

### **Who can join the Tenancy Deposit Scheme?**

The Tenancy Deposit Scheme is open to landlords and regulated letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS rules – to determine if they can be accepted as members, and what their subscription will be. Landlords and letting agents who wish to join must be members of one of the approved bodies mentioned below.



### What is an approved body?

An approved body is any professional body, accreditation scheme or trade association that TDS has approved to give their members a streamlined application process and a reduced subscription. Approved bodies are also expected to take appropriate disciplinary action against their members who fail to comply with the TDS rules. The following are all approved bodies: The Association of Residential Letting Agents, Royal Institution of Chartered Surveyors, the National Association of Estate Agents, the National Approved Lettings Scheme and the Law Society.

### How are deposits held and protected?

Normally, the tenant and the landlord decide together where the deposit will be held, helped by any letting agent who is involved. The deposit-holder must be a member of the Tenancy Deposit Scheme. If there is a dispute about the deposit, the landlord or letting agent can try to resolve it. If that fails, any of the parties – landlord, agent or tenant – can take the dispute to the Independent Case Examiner, who will:

- appoint an adjudicator to help consider the evidence provided by the landlord, agent or tenant; and
- aim to issue a decision within 28 days of receiving all the necessary papers.

### If there is a dispute, what happens to the deposit?

The member should send the disputed deposit amount to TDS. After the Independent Case Examiner has considered the matter, TDS will make a payment to the tenant according to the Independent Case Examiner's instructions.

If the member does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. TDS has a special cash fund that enables the Independent Case Examiner to continue an adjudication in these circumstances. If the member cannot pay what the Independent Case Examiner requires, for example because it has become insolvent, TDS will pay instead and make a claim to its insurers.

### How are disputes resolved?

- The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.
- If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.
- The party who wishes to put the dispute to TDS must use the **Notification of a Deposit Dispute** form to state the details of the dispute, and provide any relevant supporting documents.
- Whoever is holding the deposit must send the disputed amount to TDS.
- The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.
- The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.
- The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

### Why is it better to resolve disputes through the Independent Case Examiner than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful. The ICE's successful adjudication process is based on expert assessment of documentary evidence (which can include photographs & video).

### Do all landlords and agents have to join TDS?

No. They can join one of the 2 other tenancy deposit protection schemes: Deposit Protection Service and MyDeposits.

### How much does it cost to join TDS?

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords. Provisional subscriptions for corporate landlords are available on application. Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid. There is normally no further charge for resolving disputes, which is free to tenants.

### Management of TDS

TDS is overseen by a Board, which is responsible for the operation and financing of the business. The Board does not have any role in resolving disputes.

### Contact details

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

Tel: 0845 226 7837 Fax: 01442 253 193 Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com) Web: [www.tds.gb.com](http://www.tds.gb.com)