

Produced by
Pain Smith Solicitors *for* Open Doors

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

Important Notice

This document contains the Terms of the Tenancy of . It sets out the promises made by the Tenant and the Landlord to each other. You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms with which you do not agree with and that it does contain everything you want to form part of the Agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

The tenant will have received the following documents in an acceptable format either via email or paper:

- **How to Rent Handbook produced by the Department of Communities and Local Government (“DCLG”);**
- **Gas safety certificate for the property;**
- **Energy Performance Certificate;**
- **Prescribed Information specifying how the Deposit is protected;**
- **The Deposit Certificate;**
- **The leaflet from TDS.**

Initials: _____ (Landlord) _____ (Tenant)

THIS AGREEMENT IS MADE ON – DATE

The Parties to this Agreement and the Premises

THIS AGREEMENT IS MADE BETWEEN

A.

(“the Landlord”)

AND

(“the Tenant”)

AND IS MADE IN RELATION TO PREMISES AT:

(“the Premises”)

The Main Terms of the Tenancy

1. Term of Tenancy

The Landlord lets to the Tenant the Premises for a period of _____ on an Assured Shorthold Tenancy Agreement. The Tenancy shall start on and include the **xxxxx** and shall end on and include the xxxxxxxxxxxxxx, but subject to a break clause, if applicable, as per Clause A Individually Negotiated Clauses.

To avoid doubt the person known as the head tenant (“the Head Tenant”) is _____ who may be changed periodically with the written consent of all persons forming the Tenant.

2. The Rent

The Tenant shall pay to the **Agent £** _____ per month, (“the Rent”) payable in advance by standing order to the following bank account, as per the attached rent payment schedule.

Account Name: Open Doors Client Account

Branch: Barclays Bank, Buckingham

Account Number: 10696102

Sort Code: 20-57-40

3. The Deposit

The Tenant has paid to the **Agent, £** _____ (“the Deposit”). The Deposit shall be held by the Agent as stakeholder. The Agent is a member of the Tenancy Deposit Scheme. At the end of the Tenancy, the Agent shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

4. Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

5. Type of Tenancy

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

Initials: _____ (**Landlord**) _____ (**Tenant**)

6. Dealing with the Deposit

The following clauses set out:

- (a) what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 3 above;
- (b) what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit;
- (c) the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the Tenancy; and
- (d) the circumstances in which other monies may be requested from the Tenant.

- 6.1** The Landlord or the Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Agent, and used to cover administration costs.
- 6.2** The Deposit has been paid by the Tenant and will be returned to the Head Tenant at the end of the Tenancy, subject to any agreed deductions, using the bank details held on file for standing order payments, where these details are held. If details are not held, they must be provided before the deposit can be returned.
- 6.3** After the Tenancy the Landlord, or the Agent on the Landlord's behalf, is entitled, with the written consent of the Head Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 6.7 of this Agreement. If more than one such deduction is to be made by the Landlord or the Agent on the Landlord's behalf, monies will be deducted from the Deposit in the order listed in clause 6.7.
- 6.4** The Landlord, or the Agent on the Landlord's behalf, shall notify the Head Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
- 6.5** After the end of the Tenancy the Landlord, or the Agent on the Landlord's behalf, shall return the Deposit, subject to any deductions made under this Agreement, within thirty days of the end of the Tenancy except in case of dispute. If there is more than one person forming the Tenant, the Landlord or the Agent may, with the written consent of the Head Tenant, return the Deposit by cheque to the Head Tenant at his last known address.
- 6.6** If the amount of monies that the Landlord or the Agent on the Landlord's behalf, is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing.
- 6.7** **The Landlord or Agent may, with the written consent of the Head Tenant, deduct monies from the Deposit (as set out in clause 3) to compensate the Landlord for losses caused for any or all of the following reasons:**
- any damage, or compensation for damage, to the Premises and 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, repairs that are the responsibility of the Landlord;
 - the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings;

Initials: _____ (Landlord)

_____ (Tenant)

- any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
- any accidental damage caused by the Tenant, his visitors, his family, his contractor or any licensee regardless of the cause;
- any sum repayable by the Landlord or the Agent to the local authority where housing benefit or Local Housing Allowance has been paid direct to the Landlord, or the Agent, by the local authority;
- any other breach by the Tenant of the terms of this Agreement;
- any installment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any unpaid account or charge for water including sewerage and environmental charges, electricity, gas or other fuels used by the Tenant in the Premises;
- any unpaid council tax;
- any unpaid telephone charges.

6.8 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.

Protection of the Deposit

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

The Dispute Service Ltd
1 The Progression Centre
Hemel Hempstead
Herts HP2 7DW

Tel 0300 037 1000
Email deposits@tenancydepositscheme.com
Fax 01442 253 193

At the end of the Tenancy

6.10 The Agent must tell the Tenant as soon as practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.

6.11 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. If agreement cannot be reached any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication up until ninety days after the end of the Tenancy, after which time the TDS will not adjudicate in any dispute.

6.12 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 6.10 and 6.11 above.

6.13 The Head Tenant will be responsible for dealing with the return of the Deposit. All correspondence will go to the Head Tenant and it will be their responsibility to pass this information on to the rest of the group forming the Tenant. The Deposit will be returned to the Head Tenant, who will hold it in trust for the other persons forming the Tenant. The Deposit will be paid into the Head Tenant's given bank account unless the persons forming the Tenant all inform the Agent in writing prior to the end of the Tenancy of an alternative arrangement.

Initials: _____ (**Landlord**) _____ (**Tenant**)

- 10.4** To pay for the professional cleaning of the Premises at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition and Check-In information.
- 10.5** To clean the inside and outside of the easily accessible windows regularly throughout the Tenancy and professionally clean the inside and outside of all windows at the end of the Tenancy provided they were professionally cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition and Check In Information.
- 10.6** Chimneys may only be used if prior written permission is given by the Landlord. Tenants must arrange to clean the chimneys once a year, where chimneys are present at the property, provided they were cleaned at the start of the Tenancy and where permission to use them has been granted.
- 10.7** To keep all smoke alarms, any carbon monoxide detectors and any heat detectors in good working order throughout the Tenancy by replacing batteries when necessary provided they were working at the start of the Tenancy, and to not interfere with them at any time. The tenant must inform the Landlord or the Agent promptly of any repairs or maintenance required to a smoke alarm, carbon monoxide detector or heat detector if they are not in working order. They should be tested on a weekly basis where they have the facility to be tested.
- 10.8** To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence, action, or lack of action of the Tenant, his family, his visitors, his contractors, any licensee or any other third party permitted into the property by the Tenant.
- 10.9** To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 10.10** To replace all electric light bulbs, fluorescent tubes and fuses, as required throughout the tenancy.
- 10.11** To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this Agreement.
- 10.12** To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours notice in writing) with workers, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- 10.13** To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction throughout the Tenancy and at the end of the Tenancy, including paying for those services where required.
- 10.14** To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated, clear away any water caused by condensation to prevent any mould growth and to clean off any mould which develops as soon as it comes to the attention of the Tenant with a suitable mould removal product.
- 10.15** To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, cesspits, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.

Initials: _____ (Landlord)

_____ (Tenant)

- 12.4 To allow the Landlord or the Agent to erect a reasonable number of “for sale” or “to let” signs at the Premises, during the Tenancy.

Assignment

- 13.1 Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord’s or the Agent’s prior written consent, which will not be unreasonably withheld.
- 13.2 Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Premises unless the Landlord or the Agent has given consent, which will not be unreasonably withheld.

Use of the Premises

- 14.1 To use the Premises only as a private residence for the occupation of the Tenant and his immediate family.
- 14.2 To agree that the Premises are let on the condition that they are occupied by the named persons forming the Tenant. No additional occupiers including children can reside in the Premises unless the Tenant and any occupiers form a single family group. The Tenant cannot have any occupiers even if they form a single family group with the Tenant within the Premises unless the Tenant has gained the Landlord’s written consent. If there are occupiers not in a single family group residing in the Premises without the Landlord’s consent then the Landlord will seek a Court Order for possession of the Premises as the Landlord may be in breach of his statutory obligations.
- 14.3 Not to register a company, run a business, or hold or allow a sale by auction at the Premises.
- 14.4 Not to use the Premises for any illegal purpose.
- 14.5 Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 14.6 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise especially between the hours of 10pm and 9am.
- 14.7 Not to decorate or make any alterations or additions to or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 14.8 Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place inside or outside the Premises which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 14.9 Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 14.10 To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of clause 14.9 above.
- 14.11 Not to keep any dangerous or flammable goods, materials or substances in or on the Premises, apart from those required for general household use.

Initials: _____ (Landlord) _____ (Tenant)

- 14.12** Not to hang any posters, pictures or other items in the Premises using blu-tac, white-tac, sellotape, nails, adhesives or their equivalents. Tenants may only hang items using a reasonable number of commercial picture hooks. Items should not be hung without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 14.13** To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.
- 14.14** Not to barbecue on or in any balcony, roof terrace, communal gardens or areas apart from those designated for the purpose.
- 14.15** Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises. If in breach of this clause, as a minimum, the Tenant is to pay for the professional cleaning of the property to include carpets and curtains, washing down of walls, furniture and redecoration as necessary to rid the Premises of the odour of smoking.

Utilities

- 15.1** To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has started.
- 15.2** To apply for the accounts for the provision of those services to be put into the name of the Tenant.
- 15.3** Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
- 15.4** Not to change the telephone number without the prior written consent of the Landlord or the Agent and to inform the Landlord, or the Agent, of any change of telephone number promptly upon the Tenant being given the new number.
- 15.5** To inform the Landlord or the Agent promptly when a utility is being transferred to a new supplier and to provide the name, address and account number of the new supplier promptly when a utility is transferred to a new supplier.
- 15.6** To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
- 15.7** To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant’s failure to comply with clause 9.2 or by anything done or not done by the Tenant.
- 15.8** To arrange for the reading of the gas, electric and water meters, as applicable, throughout the Tenancy, at the end of the Tenancy and at the departure of the Tenant from the Premises.
- 15.9** To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.
- 15.10** To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 15 and to the local authority.

Animals and Pets

Initials: _____ **(Landlord)** _____ **(Tenant)**

- 16.1** Not to keep any animals or birds (whether domestic or otherwise) in the Premises without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld.
- 16.2** To agree that if consent is granted it may be withdrawn upon the Landlord giving reasonable notice.
- 16.3** To pay for the Premises to be professionally cleaned, and with de-infestation cleaner at the end of the Tenancy if de-infestation is necessary. The Tenant will remain liable for payments of Rent until the Premises are professionally cleaned with de-infestation cleaner.
- 16.4** To take reasonable steps to keep the animal under control during the Tenancy and to keep the garden free of fouling by the animal during the Tenancy and at the end of the Tenancy or pay for the removal of any excrement.
- 16.5** To pay for any damage caused by the animal without allowing for fair wear and tear.

Leaving the Premises Empty

- 17.1** To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of 14 days or more during the Tenancy.
- 17.2** To comply with any conditions set out in the Landlord’s insurance policy for empty premises, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under clause 17.1 of this Agreement.
- 17.3** To run all taps in sinks, wash basins and baths for twenty minutes, run all showers for twenty minutes and flush all lavatories at least three times before use after the Premises have been empty for more than seven days.

Locks and Alarms

- 18.1** To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 18.2** If a burglar alarm is present in the Premises and provided in working condition, it should be set when the Premises are vacant. If one is present in the Premises and not provided in working condition it should not be activated or tampered with in any way without the prior written consent of the Landlord.
- 18.3** To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family, his contractors or his visitors has accidentally or negligently set off the burglar alarm.
- 18.4** Not, except in an emergency, to install or change any locks in the Premises, without the prior consent of the Landlord, or the Agent, which will not be unreasonably withheld.
- 18.5** Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Agent of the number of additional keys cut.
- 18.6** To return all keys, including any additional keys, remote controls or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).
- 18.7** To pay for the cost of replacement remote controls, other security devices, or keys and locks if any have been lost or not returned at the end of the Tenancy.

Garden – if applicable

Initials: _____ (**Landlord**) _____ (**Tenant**)

- 19.1 To keep the garden in the same condition and style as at the commencement of the Tenancy.
- 19.2 To keep the borders, paths, and patios weeded.
- 19.3 To cut the grass regularly during the growing season.
- 19.4 To allow any persons authorised by the Landlord or the Agent access to the Premises for the purpose of attending to the garden.
- 19.5 Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order, without the consent of the Landlord or the Agent which will not be unreasonably withheld.

House Plants and Annual Plants – if applicable

- 20.1 To avoid any doubt, the Tenant will not be under any obligation to pay for or to replace any house plant or annual plants in the garden that has been left in or on the Premises, if the houseplant or annual plant has died.

Car Parking – if applicable

- 21.1 To park private vehicles only at the Premises.
- 21.2 To park in the garage, car parking space or driveway allocated to the Premises if applicable.
- 21.3 To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- 21.4 To remove all vehicles belonging to the Tenant, his family, personal staff, or visitors at the end of the Tenancy.
- 21.5 Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed.

Refuse

- 22.1 To remove, or pay for the removal of, all refuse from the Premises during and at the end of the Tenancy. For the avoidance of doubt, this includes the removal of all refuse from within the premises and the emptying of refuse receptacles at the end of the tenancy.
- 22.2 To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- 22.3 To dispose of all refuse through the services provided by the local authority, as per their instructions.
- 22.4 To bring refuse receptacles back onto the Premises in a timely manner after refuse collection to avoid obstruction to the public.
- 22.5 To pay any fines incurred from incorrect usage of receptacles or non-compliance with clauses 22.1 and 22.4 above.

Notices

- 23.1 To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent within a reasonable time of receipt of any notice, order, or proposal.
- 23.2 To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent within a reasonable time of the correspondence coming to the notice of the Tenant.

Initials: _____ (**Landlord**) _____ (**Tenant**)

- 28.5 To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers and to the local authority.
- 28.6 To provide a copy of the final account for the water rates including sewerage and environmental services to the Landlord or the Agent together with proof of payment.
- 28.7 To pay all reasonable and / or storage charges, when small items are left in the Premises which can be easily moved and stored by the Landlord for a maximum of fourteen days. Charges will be incurred, and the items disposed of at the Tenant's expense where the Landlord or the Agent has given the tenant written notice addressed to the Tenant at any forwarding address and the Tenant has failed to collect the items promptly.
- 28.8 To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Premises are left full of bulky furniture, or other discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises. The items may be disposed of after giving the Tenant at least fourteen days written notice. The Tenant will be liable for all costs of disposal.

Further Conditions to be Kept by the Landlord

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in this Agreement. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

Quiet Enjoyment

- 29.1 To allow the Tenant to quietly hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

Ownership and Consents

- 30.1 To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, mortgagees, insurers, or others).

Statutory Repairing Obligations

- 31.1 To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in order:

- a) the structure of the Premises and exterior (including drains, gutters and pipes);
- b) certain installations for the supply of water, electricity and gas;
- c) sanitary appliances including basins, sinks, baths and sanitary conveniences;
- d) space heating and water heating;

but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 10.2.

- 31.2 To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 31.1 above.

Insurance

- 32.1 To insure the Premises and the Fixtures and Fittings under a general household policy including third party liability with a reputable insurer and provide copies of the relevant sections to the

Initials: _____ **(Landlord)** _____ **(Tenant)**

Tenant.

Other Repairs

- 33.1 To keep in repair and proper working order or if necessary replace all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, his contractors or his visitors.

Safety Regulations

- 34.1 To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 34.2 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.
- 34.3 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 34.4 To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.
- 34.5 To install a battery operated smoke alarm on each storey of the Premises if there is not a mains smoke alarm system at the Premises and to install a carbon monoxide detector in any room with a solid fuel appliance.
- 34.6 To ensure that any mains electric or battery operated smoke alarms, any carbon monoxide detectors, if provided, and any heat detectors, if provided, are operational at the start of the Tenancy and to maintain any mains electric or battery operated smoke alarms, any carbon monoxide detectors and any heat detectors throughout the Tenancy to ensure they are in full working order; apart from the provision of batteries to any battery operated appliance which is the responsibility of the Tenant.

Head Lease

- 35.1 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
- 35.2 To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 35.3 To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy or within a reasonable timeframe thereafter.
- 35.4 To pay all charges imposed by any Superior Landlord for granting this Tenancy.

Other Taxes

- 36.1 To pay, cover and compensate the Tenant for all tax assessments and outgoing for the Premises apart from those specified as the obligations of the Tenant in this Agreement.
- 36.2 To appoint a Rent collection agent in the UK if the normal place of abode of the Landlord is not in the UK for more than six months in the tax year; or in the absence of such an appointment the Tenant will deduct basic rate tax from all Rent prior to forwarding it to the Landlord; to comply with the obligations under the Finance Act 1995.

Possessions and Refuse

Initials: _____ **(Landlord)** _____ **(Tenant)**

37.1 To remove or pay for the removal of any rubbish prior to the start of the Tenancy.

Interrupting or Ending this Agreement

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

It is agreed between the Landlord and Tenant as follows:

Ending the Tenancy and Re-entry

38.1 If at any time:

- a) the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- b) if any agreement or obligation of the Tenant is not complied with; or
- c) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 7A, 7B, 8, 10, 11, 12, 13, 14, 14ZA 15 or 17 are made out; or
- d) if the Premises are left unoccupied for more than 28 days without the Landlord being made aware.

the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

Early Termination

39.1 If the Tenant vacates the Premises during the Term, except according to a break clause, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or, if the Landlord agrees the Premises are re-let, a suitable replacement tenant is found whichever is earlier. Fees will apply. The Tenant should refer to the Open Doors Guide to Charges.

Removal of Goods

40.1 The Tenant will be responsible for meeting all reasonable removal and/or storage charges when small items are left in the Premises which can be easily moved and stored, and the Landlord removes them from the Premises and stores them for a maximum of one month. Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant or, in the absence of any address, after making reasonable efforts to contact the Tenant; where items have not been cleared; and where the Tenant has failed to collect the items promptly thereafter. If the items are not collected within one month of the Tenant being notified, the Landlord may sell off the items and the Tenant will be liable for all reasonable costs of sale, the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

40.2 The Tenant will remain liable for Rent and other monies under this Agreement when bulky or heavy furniture or items belonging to the Tenant are left in the Premises which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises. The Landlord or the Agent may remove, store, or sell off the items after giving the Tenant at least 14 days written notice, addressed to the Tenant at the forwarding address provided by the Tenant or, in the absence of any address, after making reasonable efforts to contact the Tenant should they consider the items to be abandoned. The

Initials: _____ (Landlord) _____ (Tenant)

Tenant will be responsible for meeting all reasonable sale, removal and or storage charges, the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

Interruptions to the Tenancy

- 41.1** If the whole or part of the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, the whole or a proportion of the Rent will cease to be payable until the Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, his family or his visitors; or the insurer pays to rehouse the Tenant.
- 41.2** If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

Data Protection Act 1998

42.1 The personal information of both the Landlord and the Tenant will be retained by the Agent in accordance with the terms of the Agent’s privacy policy (“the Policy”) which both parties will have been served with and is also available to view on the Agent’s website (www.open-doors.co.uk). In addition to the information , provided to the Agent about the Tenant is accordance with the Policy, the tenant agrees that this information can be forwarded to the Landlord. Such information may have been provided before, during or after the Tenancy. The Landlord thereafter may share details about the following; Details of performance of obligations under this Agreement by the Landlord and Tenant; Known addresses/details of the Tenant and any other occupiers, any other relevant information required by the parties listed below. This personal information above can be share

d with:

- Utility and water companies
- The local authority
- Authorised contractors
- Credit and reference providers
- Mortgage lenders
- Legal advisors
- Any other third party with a legal interest.

This information can be provided without further notice only when the Agent is authorised to do so under the policy.

Notices

- 43.1** The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: **Open Doors, 23 Castle Street, Buckingham, MK18 1BS.**
- 43.2** The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 43.1, any notice or other communication which is delivered or posted to the Premises.
- 43.3** The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the

Initials: _____ (**Landlord**) _____ (**Tenant**)

Premises by 5pm or the last known address of the Tenant if different; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; the documents or Notices will be deemed delivered two working days later. A working day excludes Saturdays, Sundays and Bank Holidays; or if any notices are served by the Landlord or the Agent by electronic mail to the address given by the Tenant from time to time they will be deemed served upon leaving the in box of the sender.

- 43.4** The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified in clause 43.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 43.1 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 43.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays, or if any notices are served by the Tenant by electronic mail to the e mail address given by the Landlord or the Agent to the Tenant from time to time they will be served on the day of service provided the Landlord or the Agent confirms acknowledgement of service in writing.

Stamp Duty Land Tax

- 44.1** The parties certify that there is no other agreement for a long-term lease or tenancy, which attracts Stamp Duty Land Tax payable at a higher rate on a purchase or premium, to which this Agreement gives effect.
- 44.2** The Tenant agrees that he will comply with his legal responsibility to pay the costs of the Stamp Duty Land Tax for the Agreement given to him and signed by the other party if the Rent exceeds the threshold after deduction of the discount.

Special Clauses

- 45.1** The clauses shown at Schedule A which have been individually negotiated with the Tenant if any form part of this Agreement.

Right to Rent

- 46.1** To agree that all persons named as the Tenant or who reside at the Premises as an occupier, whether named in the Tenancy Agreement or not, must comply with the “Right to Rent” Regulations by meeting the Landlord or the Agent personally to provide a valid passport and, if applicable a valid visa to work or study in the UK, to be checked and copied, prior to taking occupation of the Premises either before or during the Tenancy. To avoid doubt if any person forming the Tenant or the occupier fails to comply, the Landlord may take any necessary legal action to have the person evicted from the Property.
- 46.2** If any person forming the Tenant or any occupier changes during the Tenancy, all persons forming the Tenant agree to seek written consent from the Landlord or the Agent prior to any additional or new person taking occupation of the Premises and to ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Premises complies with the legal requirements of the “Right to Rent” prior to taking occupation by meeting the Landlord or the Agent personally to provide a valid passport to be checked and copied; and to provide a valid visa to work or study in the UK to be checked and copied where applicable.

Initials: _____ (**Landlord**) _____ (**Tenant**)

Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

“Landlord” means anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises.

“Tenant” means anyone entitled to possession of the Premises under this Agreement.

“Joint and several” means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant’s obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor (if applicable) will be liable with the Tenant to pay all Rent and any debt arising from any breach of the Tenancy until all debt is paid in full.

"Guarantor" means the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

"Agent" means **Open Doors Ltd, 23 Castle Street, Buckingham, MK18 1BS** or anyone who subsequently takes over the rights and obligations of the Agent.

“Premises” means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.

“Fixtures and Fittings” means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.

“Inventory and Schedule of Condition” means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or inventory clerk which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.

“Term” or “Tenancy” means any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

"Deposit" means the money held by the Agent (in a stakeholder capacity) (as Agent of the Landlord) during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

"Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.

"Stamp Duty Land Tax" means the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on www.hmrc.gov.uk/so.

“Emergency” means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained in the Premises.

“Water charges” means references to water sewerage and environmental service charges.

Initials: _____ (**Landlord**) _____ (**Tenant**)

“Superior Landlord” means the person for the time being who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord’s lease of the Premises.

“Head Lease” means the document which sets out the promises the Landlord has made to his Superior Landlord. The promises contained in this head lease will bind the Tenant if he has prior knowledge of those promises.

“TDS” means The Dispute Service whose details are shown in the Tenancy Agreement, if relevant.

“ICE” means the Independent Case Examiner of The Dispute Service Limited, if relevant.

“Deposit Holder “in the Prescribed Pages means the person, firm or company who holds the Deposit under this Agreement and is a Member of the TDS, if relevant.

“Relevant Person” in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor, if relevant.

References to the singular include the plural and references to the masculine include the feminine.

The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

Ground 1: The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

At some time before the beginning of the Tenancy the Landlord, or in the case of joint Landlords at least one of them, occupied the Premises as his only or principal home; or, the Landlord, or in the case of joint Landlords at least one of them, requires the Premises as his or his spouse’s only or principal home;

Ground 2: The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

The Premises are subject to a mortgage granted before the beginning of the Tenancy and; 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 the mortgagee requires possession of the Premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground 1 above or a Court is satisfied that it is just and equitable to do so.

For the purposes of this Ground “mortgage” includes a charge and “mortgagee” shall be construed accordingly.

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

(1) The Tenant, or a person residing in or visiting the Premises, has been convicted of a serious offence, which was committed (wholly or partly) in, or in the locality of, the Premises or was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or which was committed elsewhere against the Landlord or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord’s housing management functions, and directly or indirectly related to or affected those functions.

(2) The Court has found in relevant proceedings that the Tenant, or a person residing in or visiting the Premises, has breached a provision of an injunction under Section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and the breach occurred in, or in the locality of, the Premises, or the breach occurred elsewhere and the provision breached was a provision intended to prevent conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of the Premises, or conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in,

Initials: _____ **(Landlord)** _____ **(Tenant)**

or occupy housing accommodation in the locality of, the Premises, or conduct that is capable of causing nuisance or annoyance to the Landlord of the Premises, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

(3) the Tenant, or a person residing in or visiting the Premises, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved (a) a breach that occurred in, or in the locality of, the Premises, or (b) a breach that occurred elsewhere of a provision intended to prevent (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or (ii) behaviour that causes or is likely to cause harassment, alarm or distress to the Landlord, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

(4) the Premises is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and access to the Premises has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.

(5) the Tenant, or a person residing in or visiting the Premises has been convicted of an offence under section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

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

(a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or

(b) the final determination of the appeal results in the conviction, finding or order being overturned.

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

Discretionary Grounds

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

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

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

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

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

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

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

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

A. Individually Negotiated Clauses:

Initials: _____ (**Landlord**) _____ (**Tenant**)

Callouts: The Tenant has been made aware that should a contractor be sent out to the Premises at the Tenant's request and this is deemed by the contractor to be an unnecessary callout, and provides written evidence stating the reasons, the Tenant will be liable for this cost.

Professional Cleaning: The Tenant agrees to ensure the Premises are professionally cleaned throughout at the end of the Tenancy; to include, but not limited to, all surfaces, carpets, oven, windows, appliances, bathrooms, furniture if applicable etc. to the same standard as the Premises were cleaned prior to the start of the Tenancy. A receipt must be provided at check-out.

Tenants must also ensure that the wheelie bins, recycling boxes, any other refuse disposal receptacles, hoovers and lawn mowers are empty at the end of the Tenancy.

Immigration Status: It is the Tenant's responsibility to immediately inform Open Doors of any changes to their immigration status or the status of any other residential occupier of the Premises.

Attic/Loft Space: The Tenant has no access or use of the attic or loft space which is excluded from the Tenancy and should not be entered at any time. This clause is not applicable if the attic / loft has been converted into a liveable space (and approved by the local council's building control department) and the Premises is let as such.

Bicycles: Under no circumstances are bicycles to be kept inside the Premises at any time.

Fireplaces: Where there is a fireplace in the property, fires must not be lit at any time, unless permission has been granted by the landlord upon request.

Fixed Break Clause

Should either the Landlord or Tenant wish to terminate the Tenancy upon such date as is six months from the Commencement Date of the Tenancy that is to say on the _____ and shall first give to the other party at least TWO months' notice in writing to that effect and (in the case of the Tenant only the tenant shall pay all rents and other monies due and observe and perform the Tenants obligations on a timely basis) THEN upon the expiry of such notice the Tenancy shall cease and the Tenant shall yield up vacant possession of the Premises WITHOUT PREJUDICE to the rights of either party to make any claim against the other for any previous breach of the terms, agreements and obligations of this agreement.

Initials: _____ (Landlord)

_____ (Tenant)

Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

SIGNED

By, or for and on behalf of, the
LANDLORD

SIGNED

FIRST TENANT

SIGNED

SECOND TENANT

IMPORTANT NOTE

Once this Agreement has been signed, the Tenant must pay the Stamp Duty Land Tax for this Agreement to the Stamp Office, if any Stamp Duty Land Tax is due. Failure to pay the Stamp Duty Land Tax within 30 days could result in a fine. Further information can be obtained by telephoning 0300 200 3510 or the website (see Definitions, clause 44.1).

Initials: _____ **(Landlord)**

_____ **(Tenant)**

PRESCRIBED INFORMATION 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.

A.1 Address of the Premises to which the Tenancy

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Details of the Deposit Holder(s)

A.2 Name(s)	Open Doors
A.3 Actual Address	23 Castle Street Buckingham MK18 1BS
A.4 Email address (if applicable)	lettings@open-doors.co.uk
A.5 Telephone	01280 821040
A.6 Fax number (if applicable)	

Details of Tenant(s)

A.7 Name(s)	
A.8 Address(es) for contact after the Tenancy ends (if known)	
A.9 Email address	
A.10 Mobile Number	
A.11 Fax number (if applicable)	

Please provide the details requested in A 7-11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the deposit etc).

The Deposit

A.12	The Deposit is	
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A.13 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 the 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A.14 A leaflet entitled *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 *Open Doors*.

Initials: _____ (**Landlord**) _____ (**Tenant**)

At the end of the tenancy

- A.15 The deposit will be released following the procedures set out in clauses 6.1 to 6.14 of the Tenancy Agreement attached.
- A.16 Deductions may be made from the Deposit according to clauses 6.1 to 6.14 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.
- A.17 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.tenancydepositscheme.com
- A.18 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:
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 former tenant or landlord using information readily available.
Determine dilapidations. Rent arrears and any other prospective deductions from the Deposit as they would normally do.
Allocate the Deposit, pay the party who is present as appropriate, and transfer the amount due to the absent Tenant or Landlord to a suitably designated "Client Suspense (bank) Account".
- A.19 A formal record of these activities should be made supported by appropriate documentation.
- A.20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent Tenant or Landlord, the Agent may then donate the amount allocated to them to a suitable registered charity; subject to an undertaking that any valid claim subsequently received by the Agent from the beneficial or legal owner would be immediately met by the Agent from its own resources.
- A.21 Should the absent Tenant or 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 the Tenant has had the opportunity to examine the information. The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenants: _____

Signed by the Landlord/Agent: _____

**The Deposit is safeguarded by the Tenancy Deposit Scheme which is administered by:
The Dispute Service Ltd
The Progression Centre
Hemel Hempstead
Herts HP1 7DW**

Phone 0300 037 1000

Web www.tenancydepositscheme.com

Fax 01442 253 193

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

Initials: _____ (Landlord) _____ (Tenant)