

TO

Name of Tenants

TENANCY AGREEMENT
Assured Shorthold Tenancy Agreement
relating to

Property Address

Approved By
LANDLORD LAW
www.landlordlaw.co.uk
Joint Student AST
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Assured Shorthold Tenancy

For use with one or more tenants occupying the whole of a flat or house, rent paid monthly.

Dated: *Date*

Property: *Property Address*

Tenant(s): *Name of Tenants*

Guarantor(s): Each Tenant to have a Guarantor made by separate Deed of Guarantee

This agreement is intended to create an assured shorthold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as Tenant of this Property, and the rights and duties owed to you by your Landlord. It should be signed at the end by both parties to confirm agreement.

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.

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 speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

This is an important legal document and you should keep it safe.

Landlord's contact details

If you need to contact the Landlord at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details).

It is agreed that notices given in connection with this agreement to the Landlord which are required to be given in writing may be served on the Landlord at the email address given below

Where there is an Agent, the contact details will be those of the Agent, and all contact should be made through them:

Landlords name: *Landlord's Name*

Agent (if any): Landlord Direct

Agent's Address: 34 Musters Road, West Bridgford, Nottingham, NG2 7PL

Agent's Telephone Number: 0115 969 6355

Agent's Fax Number: 0115 969 6425

Agent's Email: info@landlorddirect.com

Initials: _____ 2

Main Details and Definitions

The Property: *Property Address*

Car Parking: **Allocated** Y/N **Space Number** N/A

Referred to as the Property in this agreement. This includes any garden, driveway, allocated parking space or outside area for the sole use of the Property but does not include any shared areas.

The Landlord

Referred to as we or us in this agreement (even if there is only one Landlord).

Note: if the owner of the Property changes, for example if the Property is sold, or if the Landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your Landlord will have changed.

The Landlord's Agent

If we are using an agent to manage the property and an agent's details are given in the Landlord's contact details above, all contact with us must be done through the agent. The agent has our authority to take action on our behalf relating to the tenancy, for example (but not limited to) carrying out inspections, arranging for repair work to be done, dealing with the tenancy deposit and serving notices.

Note also that a reference in this agreement to 'us' or 'we' should, where appropriate, be taken as including reference to our agent.

This will continue to apply unless and until we notify you in writing that our arrangements with agents have changed.

The Tenant

Referred to as you or your in this agreement. Where there is more than one tenant, this refers to all of you collectively.

Note for joint tenants: where there is more than one tenant, you will all have what is called 'joint and 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 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.

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 in writing. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed and costs met, before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done. See clause 10.2.

Members of the Tenant's Household

The additional adults (if any) who are permitted to live in the property (as referred to in clause 5.2.4 below) are

N/A

The total number of persons living in the property at any one time (as referred to in clause 5.2.5 below) must not exceed

1 ('the Maximum number of tenants allowed')

Initials: _____ **3**

Your email : *Tenant's Email Address*

If you have signed below then we will normally communicate with you at this email address. By signing, you also agree to service of notices and other legal documents (including the government's How to Rent booklet) upon you electronically at this email address:

Signed:

If you change your email address or telephone number, you must let us know your new contact details immediately.

The fixed term

Period of Tenancy in Months or Weeks

Starting on ***Start Date of Tenancy***

and ending on the final day of the Notice Period of the Fixed or Periodic Term (Tenant to vacate by 2400hrs on that date)

When the 'fixed term' is referred to in this agreement, it means the period of time given above. When the 'term' is referred to, it means all the time you live in the Property (which may be longer than just the fixed term) up until one of the following occurs:

- you give notice that you want to end the agreement (see section 10 below); or
- a notice is served on you under section 21 of the Housing Act 1988; or
- a new written agreement is entered into with you; or
- this agreement is ended by consent or a court order.

The Rent

£*Total or Monthly Rent* (Exclusive of all Utility & Council Tax Charges)

The payment date: *Monthly Due Date*

All rent payments must be paid every month in advance on or before the due payment date. Payment should be made by standing order into the specified bank account, details of which have been provided to you. All payments (including any one-off payments made by cheque, debit card or internet transfer) must reach the bank by the due payment date. Any payment made by alternative method must therefore be made at least five days before the due payment date, and may be subject to a handling charge.

The Deposit

£*Total Deposit Amount*

This is sometimes also known as a damage deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy.

The deposit will be registered with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 30 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

The third party deposit payer (if any)

This is where the deposit has been paid by someone other than the tenant

Other Charges

You will also be required to pay the following charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below:

N/A

See also the schedule of charges annexed, if applicable

More Definitions

The Inventory

This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by you to confirm that it is correct. A copy of the inventory should then be returned to us, within 10 days of receipt.

Fixtures and Fittings

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

Shared Areas

Any parts of the building (but not within the Property) which are shared by you with other people who are not part of this Tenancy, for example this could include driveways, halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

Fair Wear and 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 and tear in a property which will be considered fair, will depend on a number of factors, including 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.

Important Note

When you are responsible for the actions of others

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

Terms and Conditions

1. Payments, Utilities and Costs

1.1.

You must pay the rent at the times and in the manner set out above in full and without deduction (save any that may be permissible in law).

1.2

You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit. You must not withhold rent in respect of any outstanding repair issues.

1.3

If anyone other than the Tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.

1.4

You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a days rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.

1.5

You must pay interest at the rate of 3% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.

1.6

During the term you must pay council tax, the water sewerage and environmental charges for the Property, and pay for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property, unless otherwise stated in the Particulars. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed.

1.6.1

You must supply proof that at the end of the Tenancy there are no outstanding amounts due in respect of Utility and Council Tax charges accrued during the term of the Tenancy. If the Property is left with any unpaid debts or court judgements due from you registered against it, you must do what is necessary to ensure that these are no longer registered against the Property. You will be responsible for our reasonable costs incurred as a result of your failure to comply with this condition.

1.7

If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.

1.8

You must not change the supplier or provider of any of the services to the Property without written consent (which will not be refused or delayed without good reason).

1.9

You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which the we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.

2. The Deposit

(Note, if no deposit has been paid, this section will not apply.)

2.1

When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 30 days.

2.2

We will follow the rules of the tenancy deposit scheme at all times.

2.3

Note that the Deposit has been taken for the following purposes:

2.3.1 Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which you 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 our responsibility.

2.3.2 The reasonable costs incurred in compensating us for, or for rectifying or remedying any major breach by you of your obligations under the tenancy agreement, including those relating to the cleaning of the Property, its fixtures and fittings.

2.3.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which you are liable

2.3.4 Any rent or other money due or payable by you under the tenancy agreement of which you have been made aware and which remains unpaid after the end of the tenancy.

2.4

You will not be entitled to any interest payable on the deposit money, if this money is held by us.

2.5

If the deposit has been paid by a third party and their details have been provided as a third party deposit payer in the main details and definitions section of this agreement above, then unless we are told otherwise by them, we will refund the deposit money to them rather than to you, using the contact details provided.

2.6 Joint consent to adjudication:

If there are multiple tenants then you each agree with the other tenants that any one of you may consent on behalf of the others to use the alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.

3. The Condition of the Property and Disrepair

The Landlord's Responsibilities:

3.1

We will make sure that the Property is in good condition at the time it is let to you, without any 'category 1 hazards'. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.

3.2

Where appropriate, we will carry out their responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994, and the Smoke and Carbon Monoxide Alarm (England) Regulations 2015.

3.3

In simple terms, these responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:

3.3.1 the structure and exterior of the Property (including drains, gutters and external pipes)

3.3.2 the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However, we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us

3.3.3. the installations for space heating and heating water.

3.4

We will also keep in repair any 'white goods' (e.g. kitchen equipment such as fridge, freezer, oven and washing machine) listed in the inventory save that if the repair is not due to fair wear and tear, you will be liable to refund to us the reasonable cost of repair.

3.5

However, we will not be responsible for:

3.5.1 carrying out work that you are responsible for under your duty to use the Property in a 'tenant-like manner';

3.5.2 rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or

3.5.3 repairing or maintaining anything which belongs to you

3.6

If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

Your Responsibilities

3.7

You must not make any alteration or addition to the Property, or do any redecoration without permission in writing (which will not be refused or delayed without good reason).

3.8

You must keep the inside of the Property, decoration, fixtures and fittings in good condition, undamaged (other than by fair wear and tear), clean and tidy, and should immediately replace all broken glass, fuses and light bulbs.

3.9

You must keep any shared areas clean, free from obstruction and fit for use by you and anyone else living in or using them

3.10

You must take reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage by condensation

3.11

You must promptly report any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible, this should be in writing. Where you have spoken to us about the problem, you should, if possible, confirm this in writing within three days, or as soon as is reasonably practicable.

3.12

You will be responsible for the repair of any damage to the Property, or the shared areas, or to any fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any costs to repair the damage. If for any reason it is not reasonably possible to repair an item then you will be responsible for the reasonable cost of its replacement, or contribution towards it.

3.13

In the eventuality of an 'out of hours' repair being required, you must act as a 'reasonable householder' and must only call in the services of an outside contractor in the case of a genuine emergency. All other repairs should be notified to us during normal office hours. For further information, please refer to your Tenant Handbook. You will be responsible for any call-outs and repairs deemed to be unnecessary or required as a result of your actions or inaction.

3.14

You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of their neighbours suffer as a result of your failure to follow this condition.

3.15

You must keep the garden (if any) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

3.16 If we have prepared an inventory and/or statement of condition of the property (the Inventory) and provided this to you, you must let us have any written comments or amendments to the Inventory within 14 days of the start of the tenancy or the date when you were given the Inventory (whichever is the later) otherwise you will be taken as accepting it as a full and accurate record of the condition of the property and its contents

4. Health and Safety

4.1

You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).

4.2

You must not use any form of heating other than the heating system provided by us, unless you have written permission (which will not be refused or delayed without good reason). In particular you must not use any oil or liquid petroleum gas fires or burn any solid fuels in the property.

4.3

You must not smoke [inside the Property or] in any shared areas.

4.4

Provided we have checked all smoke alarms and (if required) any carbon monoxide alarms in the property at the start of the tenancy, you must then test all smoke alarms and carbon monoxide (if any) alarms installed in the Property at least once a month, and replace the batteries regularly.

4.5

You must not leave any bicycles in the interior of the property, nor store any items in the loft or cellar (where applicable).

4.6

You must dispose of domestic refuse regularly, using the bins or bags in accordance with local authority policies and must keep the Property free from vermin.

4.7

You must keep all shared areas (if any) free from obstruction

5. Using the Property

The Landlord's Responsibilities:

5.1

We will allow you to use and enjoy the Property, and all items listed in the Inventory, during the term without interference from them or anyone acting on their behalf. However, this does not affect their right to take legal action against you to enforce their rights if you break any of the terms of this agreement.

Your Responsibilities:

5.2 It is agreed that, in addition to you, the tenant, the following person(s) (who for the avoidance of doubt are not tenant(s)) may live at the Property:

5.2.1 your children or other dependants who are under 18 years of age at the start of the Tenancy; and

5.2.3 the adults listed as "Members of the Tenant's Household" at the start of this agreement.

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5.2.4 You must not allow any other adults to live at the property without prior written consent which must not be unreasonably withheld or delayed.

5.2.5 You must ensure that the Maximum number of tenants allowed (as specified at the start of this agreement) is not exceeded.

5.2.6 Visitors should not remain at the property for more than one week without our written permission (which will not be refused or delayed without good reason).

5.3 You will not allow anyone to occupy the property whose immigration status does not permit them to occupy residential premises under a residential tenancy agreement (ie if they do not have a 'right to rent' as set out in Part 3 of the Immigration Act 2014) and you will keep us informed if the immigration status of any of the permitted occupiers changes during the tenancy so as to remove their right to rent.

5.4

You must use the Property as your only or principal home

5.5

You must not use the Property for the purposes of a business, trade or profession except with our prior written consent which must not be unreasonably withheld or delayed. In particular, it will not be unreasonable for us to withhold consent if there is a reasonable likelihood that the use proposed would:

- (a) give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or
- (b) cause a nuisance to the occupiers of neighbouring properties or significantly increase wear and tear to the Property.

and further, any permission granted will be on condition that neither of these will occur.

If permission is granted but it then becomes apparent that notwithstanding this condition, either (a) or (b) above have or are likely to occur we will be entitled to withdraw our consent upon giving you not less than 28 days written notice.

5.6

You must not do anything on or at the Property that:

5.6.1 causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises

5.6.2 is illegal or immoral

5.6.3 allows strangers unsupervised access to any shared areas which are not open to the general public

You will be responsible for paying (as far as is reasonable) for all losses we, or anyone else, may suffer as a result of you not following this condition.

5.7

You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible, and you must make the Property secure when you are leaving it unattended.

5.8

You must not keep any pet or any kind of animal at the Property unless you have written permission (which will not be refused or delayed without good reason).

5.9

To comply with the regulations (if applicable) contained in the Head Lease and the directives of any relevant; Leasehold Management Company, Right to Manage Company, Residents Association, Commonhold or Freehold Interest a copy of which has been provided to you..

6. Insurance

Landlord's Responsibilities

6.1

We will insure the Property and any contents that belong to them, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible.

6.2

We will provide you with a copy of our insurance policy, or an extract of the relevant parts, upon request.

Your Responsibilities

6.3

You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to re-pay to us, for the period of time you are living at the Property, any extra amount that they have to pay for insurance premiums, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.

6.4

You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.

7. Landlord's Access and Keys

7.1

You must allow us, or anyone with their permission, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and inspections (for example, but not limited to, gas safety inspections, fire inspections and inspections of any smoke and carbon monoxide alarms), or show the Property to interested tenants or buyers, as long as you have been given at least 24 hours' notice in writing beforehand (except in an emergency), or by agreed arrangement. This includes anyone who may reasonably require access in order to inspect, repair or clean neighbouring properties, or any installations that serve them.

7.2

We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided that their visit is for a lawful reason.

7.3 You agree that if the property is to be unoccupied for a period of more than 28 consecutive days we may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.

7.4

We are entitled to keep keys for all the doors to the Property, but are not entitled to use them to enter the Property without your permission (unless it is an emergency).

7.5

In the event of any keys, fobs, or remote operated openers of the Property being lost by you, you will be liable for the reasonable cost of replacing the locks to the Property and to the Building (where appropriate) and for the supply of replacement keys, fobs, remote operated openers for the same to us and other residents of the building (if appropriate).

7.6

If you do not return all the keys at the end of your tenancy, you will be charged for the reasonable cost of having new locks fitted and keys cut or ordered.

8. Notices, Post and Documents

8.1

This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987, that you should serve any notices (including notices in legal proceedings) on us at the address given to you at the start of this agreement.

8.2

You must tell us promptly about any notice or order received by you that affects the Property.

8.3.

You must promptly forward all post received at the property which is addressed to us.

8.4

Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy by being personally served on you, or by being either left at the Property or sent to you at the Property.

Notices served personally on you will be deemed served at the time of service, if they are left at the property on a business day before 4.30 pm they will be deemed served on that day, otherwise they will be deemed served on the next business day. Notices served by recorded delivery will be deemed served on the second day after posting. If we have agreed that notices may be sent by email they will be deemed served the next business day after being sent.

8.5

If you have signed to confirm that you consent to service upon you by email at your email address then any notice or document will be deemed served on the next business day after being sent.

9. Data Protection

9.1

If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information that they hold about you.

9.2 We also reserve the right to pass your information on to tracing agents employed should you fail to provide a forwarding address after you have vacated the property, and where it is necessary to contact you for example if you owe money or for any other lawful reason.

9.3 For the avoidance of doubt you are hereby notified that we are required by law to retain copies of your passport and any other documents provided for the purpose of carrying out checks under the Immigration legislation to see whether you have a 'right to rent' in the UK.

10. Ending or Transferring this Agreement

10.1

You must not transfer ownership of this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.

10.2

You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (**the new tenant**), and if we approve the new tenant (which will not be refused or delayed without good reason), you can give written notice to end the tenancy not less than one month from the date that approval is granted. At the end of this notice period, the tenancy will end as long as:

10.2.1 you have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy

10.2.2 you have refunded to us all reasonable expenses incurred when granting the new tenancy, such as getting references and providing a tenancy agreement, and

10.2.3 the new tenant has signed a tenancy agreement for a period of either six months or for a period which is equal to the rest of your fixed term

However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.

10.3

If you stay on after the end of your fixed term, your tenancy will be converted into a monthly tenancy which will run from month to month, starting on the day after your fixed term ended (this is called a periodic tenancy). You can end this periodic tenancy at any time by giving not less than one month's notice in writing, starting on the next payment date.

10.4

If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as they follow the proper legal procedure. We will keep all other rights as far as your responsibilities under this agreement are concerned.

Note: if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

10.5

If the Property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either party 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 becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

11. Leaving the Property

11.1

During the last six months of the fixed term (and not later than four months before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term. This is to allow time to make all necessary arrangements for receiving the property back such as arranging for a check out and finding a replacement tenant. You will be responsible for refunding to us any additional expenses which we may incur as a result of your breach of this clause. This clause does not affect your legal rights.

11.2

Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgements registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying any reasonable costs and expenses that may result from this.

11.3

You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.

11.4

You must give us a forwarding address and telephone number and email address before you leave the Property.

11.5

You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us on the last day of the tenancy.

11.6 If any items are left at the Property after the Tenancy has ended, you will be responsible for meeting all reasonable removal and storage charges. We will remove and store the possessions for one month (other than any perishable items which will be disposed of immediately) and will take reasonable steps to notify you. If the items are not collected within one month, you agree that we may dispose of the items and you will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

AS WITNESS the hands of the parties on the date specified in the Particulars

SIGNED as a **DEED** by the

Landlord acting by his/its duly)

authorised representative: Agent)

Counterpart:

SIGNED by the Tenant

- 1) Print _____ 1) Signature _____
- 2) Print _____ 2) Signature _____
- 3) Print _____ 3) Signature _____
- 4) Print _____ 4) Signature _____
- 5) Print _____ 5) Signature _____

THE DISPUTE SERVICE

TENANCY DEPOSIT SCHEME

CLAUSES FOR INCLUSION IN TENANCY AGREEMENTS AND TERMS OF BUSINESS
PRESCRIBED INFORMATION

A.1 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.1.1 Address of Property to Which the Tenancy relates:

Property Address

A.1.2 Name and Address of the Deposit Holder:

Landlord Direct, 34 Musters Road, West Bridgford, Nottingham.

A.1.3 Email address of the Deposit Holder (if applicable):

lettings@landlorddirect.com

A.1.4 Telephone number of the Deposit Holder:

0115 969 6355

A.1.5 Fax number:

0115 969 6425

A.1.6 Tenant(s) name(s): *Name of Tenants*

A.1.7 Address for contact after the tenancy ends (if known):

A.1.8 Email address for Tenant: *Tenant's Email Address*

A.1.9 Mobile/Telephone number:

A.1.10 Fax number (if applicable)

Please provide the details requested in A.1.6 – 10 for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

A.1.11 **Deposit Amount: £***Total Amount of Deposit*

Deductions may be made from the Deposit according to clauses contained within the Tenancy Agreement attached.

A leaflet entitled 'What is the Tenancy Deposit Scheme?', explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being Landlord Direct.

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.

Procedure for Dispute at the End of the Tenancy

- A.2** The deposit will be released following the procedures set out in clauses 2.1 and 2.7 of the Tenancy Agreement attached.
- A.3** Deductions may be made from the Deposit according to clauses 2.3.1 to 2.3.4 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement
- A.4** 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 has been provided separately and can also be downloaded from the Tenant Zone of www.apartments4students.co.uk. More detailed information is available on: www.tds.gb.com
- A.5** 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 (ex)-tenant/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/landlord to a suitably designated "Client Suspense (bank) Account".
- A.6** A formal record of these activities should be made, supported by appropriate documentation.
- A.7** 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.
- A.8** Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

Signed by the Tenant:

Signed by the Landlord/Agent:

Date:

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

Tenancy Deposit Scheme

PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Tel: 0300 0371000
Web: www.tenancydepositscheme.com
Email: deposits@tenancydepositscheme.com
Fax: 01442 253193

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