

Appendices

Site at 155 Queens Park Road, Brighton, BN2 0GH



August 2021



RTPI

mediation of space · making of place

APPENDIX 1

CORRESPONDENCE BETWEEN LPA AND FORMER OWNER



Brighton & Hove

Housing Act 2004

Licence to Use a Property as a House in Multiple Occupation

The House in Multiple Occupation situated at:

155 Queens Park Road, Brighton BN2 0GH

is licensed by Brighton & Hove City Council in accordance
with the provisions of
Part 2 of the Housing Act 2004 until

17 October 2021

The Licence is awarded subject to the conditions attached

The Licence is issued to: 

The maximum number of households is: 5

The maximum number of occupants is: 5

Licence Number: 2017/02182/HMO/PS

The Register of Licences is available for public inspection during the hours of
8.45am to 5pm at the Customer Service Centre, Hove Town Hall, Norton Road, Hove
BN3 3BQ

Date: 5 April 2018

Signed: 

Authorised Officer



Private Sector Housing
Room G014
Hove Town Hall
Norton Road
Hove
BN3 3BQ

Date: 1 September 2016
Our Ref: 2012/03720/HMO/PS
Phone: 293291
E-mail: martin.keane@brighton-hove.gov.uk

Cc of letter sent to: [REDACTED]

Dear [REDACTED]

**Housing Act 2004
Part 2, Licensing of Houses in Multiple Occupation
155 Queens Park Road, Brighton BN2 0GH**

I refer to the HMO Licence issued on 4th December 2012 in respect of the above property.

The licence covering this property expires on 17th October 2016 and you must tender a new application to licence the property for a further 5 years.

The HMO Licence application form can be found on the [Council's website](#), along with access to the online payment system. **Your licence reference number is 2012/03720/HMO/PS.** *Please note that when making the online application you need to return to the application form after making the payment to complete the declarations and submit the form.*

If you have or are applying for a licence for a property that consists of a mix of self-contained and non-self contained flats / bedsits, it will be necessary that you contact me prior to making your application.

If you do not have access to the internet or if you would like to be shown how to use our online application, please ring 01273 293156 or email HMOLicensing@brighton-hove.gov.uk and we will be happy to arrange a training session with you that should take no longer than half an hour at the Council's Offices in Hove Town Hall.

Please note that if you have a copy of a previous version of the paper application form, we are not able to accept these and any that are received will be returned as invalid applications.

Please feel free to contact me if you have any queries.

Yours sincerely

Martin Keane
Private Sector Housing Team

APPENDIX 2

2011-2013 TENANT DEPOSIT SCHEME CERTIFICATE FOR 5 RESIDENTS

TDS contact details:

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

T: 0300 037 1000 | **E:** deposits@tenancydepositscheme.com

W: www.tenancydepositscheme.com

Tenancy Deposit Protection Certificate



155 Queens Park Road
Brighton
BN2 0GH

Landlord:



Tenant(s):



Beginning on:

3rd September 2011

Tenancy Deposit amount:

£2,150.00

Ended on

2nd September 2013

Received by Member **G01668/ 1075::8716**

3rd September 2011

Registered with the Tenancy Deposit Scheme:

9th September 2010

Tenancy certificate code:

reymOU4

*This is **your** certificate code. You can use this code online or in other communications to:*

- **check the status of your deposit registration**
- **raise a deposit dispute at the end of your tenancy,**
- **or check the progress of a dispute**

To do this online, please visit

www.tenancydepositscheme.com

Please refer to the TDS website for information regarding the protection of your deposit and the criteria for continued validity of this certificate.

The Housing Act 2004 (Chapter 4, sections 212-5; & Schedule 10) makes provision for both the protection of tenancy deposits and the resolution of disputes over their return. All deposits taken for Assured Shorthold Tenancies must be covered by a tenancy deposit protection scheme. This certificate informs you that your Agent or landlord has registered your tenancy deposit with TDS.

A handwritten signature in black ink, appearing to read 'S. Hamer'.

Chief Executive Officer

For and on behalf of The Dispute Service Ltd



Registered on: 2010-09-09 13:23:47

Revised on: 2013-11-11 16:58:16

The Tenancy Deposit Scheme is operated by The Dispute Service Ltd.

APPENDIX 3

TENANT DEPOSIT SCHEME CERTIFICATES FOR 5 RESIDENTS 2013 TO 2020

TDS contact details:

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

T: 0300 037 1000 | **E:** deposits@tenancydepositscheme.com

W: www.tenancydepositscheme.com

Tenancy Deposit Protection Certificate



155 Queens Park Road
Brighton
BN2 0GH

Landlord:



Tenant(s):



Beginning on:

13th September 2013

Tenancy Deposit amount:

£3,480.00

Ended on

14th August 2014

Received by Member **G01668/ 1075::8716**

13th September 2013

Registered with the Tenancy Deposit Scheme:

16th September 2013

Tenancy certificate code:

oedbrmbY

*This is **your** certificate code. You can use this code online or in other communications to:*

- **check the status of your deposit registration**
- **raise a deposit dispute at the end of your tenancy,**
- **or check the progress of a dispute**

To do this online, please visit

www.tenancydepositscheme.com

Please refer to the TDS website for information regarding the protection of your deposit and the criteria for continued validity of this certificate.

The Housing Act 2004 (Chapter 4, sections 212-5; & Schedule 10) makes provision for both the protection of tenancy deposits and the resolution of disputes over their return. All deposits taken for Assured Shorthold Tenancies must be covered by a tenancy deposit protection scheme. This certificate informs you that your Agent or landlord has registered your tenancy deposit with TDS.

A handwritten signature in black ink, appearing to read 'S. Hamer'.

Chief Executive Officer

For and on behalf of The Dispute Service Ltd



Registered on: 2013-09-16 09:27:34

Revised on: 2014-10-10 13:14:03

The Tenancy Deposit Scheme is operated by The Dispute Service Ltd.

TDS contact details:

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

T: 0300 037 1000 | **E:** deposits@tenancydepositscheme.com

W: www.tenancydepositscheme.com

Tenancy Deposit Protection Certificate



155 Queens Park Road
Brighton
BN2 0GH

Tenancy certificate code:

Hp4KVu7M

*This is **your** certificate code. You can use this code online or in other communications to:*

- **check the status of your deposit registration**
- **raise a deposit dispute at the end of your tenancy,**
- **or check the progress of a dispute**

Landlord:

Tenant(s):

Beginning on:

21st August 2014

Tenancy Deposit amount:

£2,990.00

Ended on

20th August 2015

Received by Member **G01668/ 1075::8716**

21st August 2014

Registered with the Tenancy Deposit Scheme:

29th August 2014

To do this online, please visit

www.tenancydepositscheme.com

Please refer to the TDS website for information regarding the protection of your deposit and the criteria for continued validity of this certificate.

The Housing Act 2004 (Chapter 4, sections 212-5; & Schedule 10) makes provision for both the protection of tenancy deposits and the resolution of disputes over their return. All deposits taken for Assured Shorthold Tenancies must be covered by a tenancy deposit protection scheme. This certificate informs you that your Agent or landlord has registered your tenancy deposit with TDS.

A handwritten signature in black ink, appearing to read 'S. Hamer', is written over a large, stylized number '2'.

Chief Executive Officer

For and on behalf of The Dispute Service Ltd



Registered on: 2014-08-29 12:46:06

Revised on: 2017-01-16 10:30:36

The Tenancy Deposit Scheme is operated by The Dispute Service Ltd.

TDS contact details:

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

T: 0300 037 1000 | **E:** deposits@tenancydepositscheme.com

W: www.tenancydepositscheme.com

Tenancy Deposit Protection Certificate

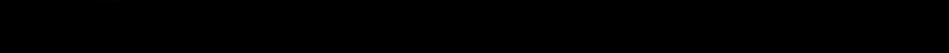


155 Queens Park Road
Brighton
BN2 0GH

Landlord:



Tenant(s):



Beginning on:

21st August 2015

Tenancy Deposit amount:

£2,990.00

Ended on

20th August 2016

Received by Member **G01668/ 1075::8716**

21st August 2015

Registered with the Tenancy Deposit Scheme:

3rd September 2015

Tenancy certificate code:

Q4uP5kP

*This is **your** certificate code. You can use this code online or in other communications to:*

- **check the status of your deposit registration**
- **raise a deposit dispute at the end of your tenancy,**
- **or check the progress of a dispute**

To do this online, please visit

www.tenancydepositscheme.com

Please refer to the TDS website for information regarding the protection of your deposit and the criteria for continued validity of this certificate.

The Housing Act 2004 (Chapter 4, sections 212-5; & Schedule 10) makes provision for both the protection of tenancy deposits and the resolution of disputes over their return. All deposits taken for Assured Shorthold Tenancies must be covered by a tenancy deposit protection scheme. This certificate informs you that your Agent or landlord has registered your tenancy deposit with TDS.

A handwritten signature in black ink, appearing to read 'S. Hamer'.

Chief Executive Officer

For and on behalf of The Dispute Service Ltd



Registered on: 2015-09-03 15:41:19

Revised on: 2017-01-16 10:42:09

The Tenancy Deposit Scheme is operated by The Dispute Service Ltd.

TDS contact details:

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

T: 0300 037 1000 | **E:** deposits@tenancydepositscheme.com

W: www.tenancydepositscheme.com

Tenancy Deposit Protection Certificate

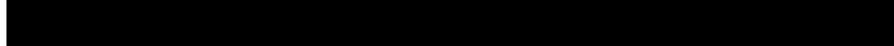


155 Queens Park Road
Brighton
BN2 0GH

Landlord:



Tenant(s):



Beginning on:

30th August 2016

Tenancy Deposit amount:

£3,490.00

Ended on

29th August 2017

Received by Member **G01668/ 1075::8716**

30th August 2016

Registered with the Tenancy Deposit Scheme:

6th September 2016

Tenancy certificate code:

BYO4VXKd

*This is **your** certificate code. You can use this code online or in other communications to:*

- **check the status of your deposit registration**

- **raise a deposit dispute at the end of your tenancy,**

- **or check the progress of a dispute**

To do this online, please visit

www.tenancydepositscheme.com

Please refer to the TDS website for information regarding the protection of your deposit and the criteria for continued validity of this certificate.

The Housing Act 2004 (Chapter 4, sections 212-5; & Schedule 10) makes provision for both the protection of tenancy deposits and the resolution of disputes over their return. All deposits taken for Assured Shorthold Tenancies must be covered by a tenancy deposit protection scheme. This certificate informs you that your Agent or landlord has registered your tenancy deposit with TDS.

A handwritten signature in black ink, appearing to read 'S. Hamer'.

Chief Executive Officer

For and on behalf of The Dispute Service Ltd



Registered on: 2016-09-06 14:30:41

Revised on: 2017-09-29 11:35:03

The Tenancy Deposit Scheme is operated by The Dispute Service Ltd.

TDS contact details:

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

T: 0300 037 1000 | E: deposits@tenancydepositscheme.com

W: www.tenancydepositscheme.com

Tenancy Deposit Protection Certificate



155 Queens Park Road
Brighton
BN2 0GH

Landlord:

Tenant(s):

Beginning on:

8th September 2017

Tenancy Deposit amount:

£3,600.00

Ended on

7th August 2018

Received by Member **G01668/ 1075::8716**

8th September 2017

Registered with the Tenancy Deposit Scheme:

12th September 2017

Tenancy certificate code:

cQ3mXy

*This is **your** certificate code. You can use this code online or in other communications to:*

- **check the status of your deposit registration**
- **raise a deposit dispute at the end of your tenancy,**
- **or check the progress of a dispute**

To do this online, please visit

www.tenancydepositscheme.com

Please refer to the TDS website for information regarding the protection of your deposit and the criteria for continued validity of this certificate.

The Housing Act 2004 (Chapter 4, sections 212-5; & Schedule 10) makes provision for both the protection of tenancy deposits and the resolution of disputes over their return. All deposits taken for Assured Shorthold Tenancies must be covered by a tenancy deposit protection scheme. This certificate informs you that your Agent or landlord has registered your tenancy deposit with TDS.

A handwritten signature in black ink, appearing to read 'S. Hamer', is written over a large, stylized number '2'.

Chief Executive Officer

For and on behalf of The Dispute Service Ltd



Registered on: 2017-09-12 13:50:44

Revised on: 2018-08-29 12:41:15

The Tenancy Deposit Scheme is operated by The Dispute Service Ltd.

TDS contact details:

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

T: 0300 037 1000 | **E:** deposits@tenancydepositscheme.com

W: www.tenancydepositscheme.com

Tenancy Deposit Protection Certificate



155 Queens Park Road
Brighton
BN2 0GH

Tenancy certificate code:

tVKXG8

*This is **your** certificate code. You can use this code online or in other communications to:*

- **check the status of your deposit registration**
- **raise a deposit dispute at the end of your tenancy,**
- **or check the progress of a dispute**

To do this online, please visit www.tenancydepositscheme.com

Please refer to the TDS website for information regarding the protection of your deposit and the criteria for continued validity of this certificate.

Landlord:

Tenant(s):

Beginning on:

17th August 2018

Tenancy Deposit amount:

£3,705.00

Ended on

16th August 2019

Received by Member **G01668/ 1075::8716**

17th August 2018

Registered with the Tenancy Deposit Scheme:

8th September 2018

The Housing Act 2004 (Chapter 4, sections 212-5; & Schedule 10) makes provision for both the protection of tenancy deposits and the resolution of disputes over their return. All deposits taken for Assured Shorthold Tenancies must be covered by a tenancy deposit protection scheme. This certificate informs you that your Agent or landlord has registered your tenancy deposit with TDS.

A handwritten signature in black ink, appearing to read 'S. Hamer', is written over a large, stylized number '2'.

Chief Executive Officer

For and on behalf of The Dispute Service Ltd



Registered on: 2018-09-08 15:05:03

Revised on: 2019-09-17 17:00:20

The Tenancy Deposit Scheme is operated by The Dispute Service Ltd.

TDS contact details:

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

T: 0300 037 1000 | **E:** deposits@tenancydepositscheme.com

W: www.tenancydepositscheme.com

Tenancy Deposit Protection Certificate



155 Queens Park Road
Brighton
BN2 0GH

Tenancy certificate code:

ORo6FCS

*This is **your** certificate code. You can use this code online or in other communications to:*

- **check the status of your deposit registration**
- **raise a deposit dispute at the end of your tenancy,**
- **or check the progress of a dispute**

Landlord:

Tenant(s):

Beginning on:

23rd August 2019

Tenancy Deposit amount:

£3,125.00

Ending on or after

22nd August 2020

Received by Member **G01668/ 1075::8716**

23rd August 2019

Registered with the Tenancy Deposit Scheme:

3rd September 2019

To do this online, please visit

www.tenancydepositscheme.com

Please refer to the TDS website for information regarding the protection of your deposit and the criteria for continued validity of this certificate.

The Housing Act 2004 (Chapter 4, sections 212-5; & Schedule 10) makes provision for both the protection of tenancy deposits and the resolution of disputes over their return. All deposits taken for Assured Shorthold Tenancies must be covered by a tenancy deposit protection scheme. This certificate informs you that your Agent or landlord has registered your tenancy deposit with TDS.

A handwritten signature in black ink, appearing to read 'S. Hamer', is written over a large, stylized number '2'.

Chief Executive Officer

For and on behalf of The Dispute Service Ltd



Registered on: 2019-09-03 13:43:10

Revised on: 2019-09-03 13:43:10

The Tenancy Deposit Scheme is operated by The Dispute Service Ltd.

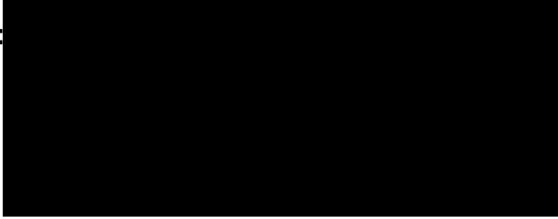
APPENDIX 4

TENANCY AGREEMENTS FROM 2013 TO 2020

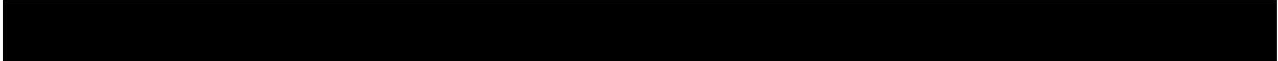
ASSURED SHORTHOLD TENANCY AGREEMENT
[With the Dispute Service Tenancy Deposit Scheme]

THIS AGREEMENT is made the 13th day of September 2013

BETWEEN:



AND



IT IS AGREED as follows:-

1) The Landlord lets to the Tenant the residential premises known as:

155 Queens Park Road
Brighton
BN2 0GH ("the Premises")

2) The tenancy shall be from and including the 13 day of September 2013 ("the Commencement Date") to and including the 12 day of August 2014 ("the Expiration Date"), ("the Term").

3) The Tenant shall pay to the Landlord or the Landlord's Agent (Home Leasing) by way of rent the amount of £1900.00 per calendar month by Bank Standing Order to Royal bank of Scotland Account Number 12062182 Sort Code 16-14-24 in the name of Home Leasing Ltd exclusive of Council Tax and water charges payable in advance on day 13th of each month during the Term the first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.

4) 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 recovery of possession provided for by virtue of Section 21 of that Act.

5) Where the tenancy shall include the Landlord's fixtures and fittings ("the Fixtures & Fittings") in the Premises this includes, amongst other things, all matters specified in an Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition").

6) If the Tenant intends to vacate the property at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one month's Notice in writing which must be given so that it expires the day before a Rent Due Date.

Deposit

- 7.1 The sum of £3480.00 shall be paid by the Tenant to the Landlord/Agent upon the signing of this Agreement by way of security deposit ("the Deposit").
- 7.2 The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme ("TDS").
- 7.3 Any interest earned on the holding of the Deposit will belong to the Agent.
- 7.4 The Deposit has been taken for the following purposes:-
- 7.4.1 Any damage, or compensation for damage, to the Premises, its fixtures and fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
 - 7.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings.
 - 7.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
 - 7.4.4 Any rent or other money due or payable by the Tenant under the tenancy of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
 - 7.4.5 Any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
 - 7.4.6 Any sum repayable by the Landlord to a Local Authority where housing benefits have been paid direct to the Landlord by the Local Authority.
 - 7.4.7 Any damage caused or cleaning required as a result of any pets occupying the Premises either with or without the Landlord's consent.
 - 7.4.8 Any costs, expenses, charges or other monies payable by the Tenant to the Landlord of the Landlord's Agent under this Agreement or any outstanding fees payable to the Landlord.
 - 7.4.9 Any reasonable costs incurred by the Agent or the Landlord through the early termination of the Tenancy by the Tenant.

7.5 Protection of the Deposit

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN, phone 0845 226 7837, email deposits@tds.gb.com, fax 01442 253193

7.6 At the end of the tenancy

- 7.6.1 The Landlord/Agent must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit
 - 7.6.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
 - 7.6.3 The Tenant should try to inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after the termination or earlier ending of the tenancy and the Tenant vacating the Premises. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
 - 7.6.4 If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.6.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
 - 7.6.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 7.6.4 above.
- 7.7 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by

the TDS.

- 7.8 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 7.9 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 7.10 The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the Premises. The Landlord will remove and store them for a maximum of one month. The Landlord will notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or from the Deposit and if there are any costs remaining they will remain the Tenant's liability.

7.11

- 7.11.1 In the case of circumstances as set out in Clause 7.10 the Landlord's reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the Deposit.
- 7.11.2 Further, the Tenant shall pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

8 **THE TENANT AGREES WITH THE LANDLORD** as follows:-

8.1 **Rent**

- 8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3 above.
- 8.1.2 The Tenant shall pay to the Landlord interest at the rate of 4% per annum above Barclays Bank Plc base rate from time to time on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.

8.2 **Conditions of Premises, Repair and Cleaning**

- 8.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 8.2.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.
- 8.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear and accidental damage by fire).
- 8.2.4 At the expiration of the tenancy to leave the property in the same standard of cleanliness as specified on the Check-In inventory and schedule of condition. If the standard of cleanliness is not as specified, the Agent or the Landlord will have the property professionally cleaned, the cost being the liability of the Tenant.
- 8.2.5 To keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
- 8.2.6 To never tamper with the fire alarm system, damage the structural integrity of a fire door or remove any door closures
- 8.2.7 To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.
- 8.2.8 To pay the call-out charge if the Tenant instructs a service engineer to re-set the system after an alarm has sounded.
- 8.2.9 To notify the Landlord promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures or Fittings for which the Landlord is responsible for repairing.
- 8.2.10 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 8.2.11 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a one

month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such Notice then the Landlord may enter the Premises with workmen and carry out such repairs or other works at the Tenant's expense.

8.2.12 To keep the windows of the Premises clean.

8.2.13 To wash and clean all items that may have become soiled during the Term.

8.2.14 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within 1 month prior to the termination of the tenancy.

8.2.15 To take all appropriate precautions to ensure adequate ventilation to the Premises and to take all necessary steps to avoid condensation problems arising.

8.3 Access and Inspection

8.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.

8.3.2 To permit the Premises to be viewed during the tenancy at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.

8.4 Insurance

8.4.1 Not to do anything that might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.

8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.

8.4.3 The Tenant should seriously consider taking out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance affected by the Landlord.

8.5 Assignment

8.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent.

8.6 Illegal, Immoral Usage

8.6.1 Not to use the Premises for any illegal, immoral or improper use.

8.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute and in the event of any breach of this condition then the Landlord shall be entitled to absolutely terminate this agreement without prejudice to the Landlord's right to enforce all of the provisions set out in the agreement in particular, but not limited to, the Tenant's liability in respect of the payment of rent and the Landlord's consequential losses.

8.7 Inflammable Substances and Equipment

8.7.1 Not to keep or use any paraffin heater, liquefied petroleum gas heater or portable gas heater in the premises. Not to store or bring upon the Premises any substances which are combustible, inflammable or dangerous in nature.

8.8 Nuisance and Noise

- 8.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

8.9 Utilities

- 8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 8.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the tenancy will be apportioned.
- 8.9.3 To notify each supplier of gas, electricity, water and telephone immediately that the tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.
- 8.9.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall pay, to the Landlord the costs incurred in connection with the reconnection of such service (including any arrears).
- 8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

8.10 Animals and Pets

- 8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord. The Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy should any animal or bird kept at the Premises be of a type that may have had fleas or similar parasites.

8.11 Usage

- 8.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

8.12 Locks

- 8.12.1 Not to install or change any locks in the Premises without the Landlord's prior written consent. If the locks are changed or installed with the Landlord's consent, such changes and the making good of any resultant damage will be at the Tenant's expense. The Landlord and his Agent shall be provided with a copy of the key(s).
- 8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.
- 8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

8.13 Fixtures and Fittings

- 8.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
- 8.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

8.14 Alterations and Redecoration

- 8.14.1 Not to decorate or to make any alterations in or additions to the Premises without the Landlord's written consent such consent not to be unreasonably withheld. Not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent.
- 8.14.2 Not to permit any waste, spoil or destruction to the Premises.

8.15 Empty Premises

- 8.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 8.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.

8.16 Drains

- 8.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 8.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

8.17 Affixation of Items

- 8.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage. Any such items must comply with any relevant local council regulations.
- 8.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape, blu tack or similar substances without the Landlord's prior written consent, such consent not to be unreasonably withheld and thereafter make good any resultant damage at the Tenant's expense.

8.18 Washing

- 8.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

8.19 Costs and Charges

- 8.19.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- 8.19.2 To pay, unless a court orders otherwise, the Landlord's and his Agent's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement.
- 8.19.3 To pay £30 to the Landlord's Agent as recompense towards the cost of any Bank or other reasonable charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
- 8.19.4 To pay for the recovery from the Tenant and Guarantor of any rent or other money which is in arrears the sum of £30 per arrears letter.
- 8.19.5 If a Tenant wishes to leave the Premises before the expiration of the Tenancy, they remain liable for the Rent until a co-Tenant deemed suitable by all other co-Tenants and the Landlord's Agent takes over the Tenancy. The vacating Tenant also agrees: a) to pay a cancellation fee of £200 plus VAT to the Landlord's Agents as a result of the change and b) to a retention of no more than £50 from their deposit as a contribution to cleaning of the common parts if a full check-out inspection is not possible.

8.20 Refuse

8.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin .

8.21 **Smoking**

8.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

8.22 **Garden**

8.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

8.23 **Inventory and Check-Out**

8.23.1 To pay the reasonable cost of a check-out of the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition of them at the expiry or sooner termination of the tenancy.

8.23.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or the Landlord's Agent to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

8.24 **Notices**

8.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

8.25 **Distance Selling Regulations**

8.25.1 The Tenant's rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the tenancy Agreement and paying the rent.

9 **THE LANDLORD AGREES WITH THE TENANT** as follows:-

9.1 **Quiet Enjoyment**

9.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

9.2 **Insurance**

9.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

9.3 **Interest and Consents**

9.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

9.4 **Repair**

9.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the

Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

9.5 **Taxation**

9.5.1 In the event that the Landlord's normal place of abode is not within the United Kingdom that he will appoint a rent collection Agent in the UK to whom the rent due under the terms of this tenancy agreement will be paid with immediate effect. In default thereof the landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

9.6 **Safety Regulations**

9.6.1 That all the furniture and equipment supplied by the Landlord or his agent within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

9.6.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.

9.6.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

10 **IT IS MUTUALLY AGREED** as follows:-

10.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

10.2 **Rent Review**

10.2.1 It is agreed that the rent as defined in this Agreement will be reviewed in an upwards only fashion on the anniversary of this tenancy and upon each subsequent anniversary in line with the Retail Price Index (RPI) increases for the previous 12 months and subject to a minimum of 3% and a maximum of 7.5%.

10.3 **Repair**

10.3.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

10.4 **Insurable Risks**

10.4.1 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

10.5 **Reimbursement**

10.5.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 7.4 at the end of the tenancy.

10.6 **Data Protection & Confidentiality**

10.6.1 Letting agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 you are entitled,

on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

10.7 Definitions

- 10.7.1 References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable).
- 10.7.2 References to the "Fixtures and Fittings" means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
- 10.7.3 References to "the Term" or "the tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 10.7.4 References in this Agreement to "water charges" include references to sewerage and environmental service charges.
- 10.7.5 "the Deposit" means any single amount of money paid by the Tenant or a Third Party to the Landlord under the tenancy as security against the performance of the Tenant's obligations under the tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the tenancy.
- 10.7.6 "The Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit under, and is a member of, the TDS.
- 10.7.7 "Lead Tenant" means in the case of joint tenants, one of their number who has been nominated to act on their behalf in matters relating to deposit protection and the dispute resolution service, or such other definition as may be included within the current TDS terms and conditions.
- 10.7.8 Where the Deposit is held as "Stakeholder" no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the TDS.
- 10.7.9 "Relevant Persons" mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant e.g. Local authority, parent, or Guarantor.
- 10.7.10 The expression "Landlord" shall include anyone lawfully entitled to the Premises upon the termination of the tenancy.
- 10.7.11 "The Landlord's Agent" or "Agent" means Home Leasing of 18 Hyde Gardens Eastbourne BN21 4PT.
- 10.7.12 "Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if effected
- 10.7.13 "The Check-In Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord, the Landlord's Agent or the Inventory Clerk.
- 10.7.14 "The Tenant" includes anyone to whom the tenancy has been lawfully transferred.
- 10.7.15 "Permitted Occupier", if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
- 10.7.16 Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of **all** rent and **all** liabilities falling upon the Tenants during the tenancy or any extension of it as well as any breach of the Agreement and individually each Tenant is responsible for payment of **all** rent and **all** liabilities falling upon the Tenants as well as any breach of the Agreement until all debts have been discharged in full.
- 10.7.17 Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that.
- 10.7.18 "The Tenancy Deposit Scheme" or "the TDS" means the Tenancy Deposit Scheme administered by The Dispute Service Limited as detailed in the Prescribed Information pages attached to this Agreement.
- 10.7.19 "ICE" is the "Independent Case Examiner of The Dispute Service Limited".
- 10.7.20 The masculine gender includes the feminine gender.

10.8 Council Tax

- 10.8.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable.

10.9 Forfeiture

- 10.9.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being

Ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

10.10 Notices

10.10.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is Home Leasing 72 Western Road Hove BN3 2JQ.

10.10.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

10.11 Jurisdiction

10.11.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales

SIGNED by the Landlord }

.....



.....

Witness:

Name }

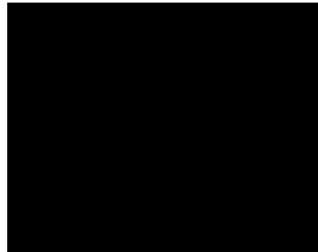
.....

Address }

.....

SIGNED by the Tenant }

.....



.....

.....

.....

.....

.....

.....

}

.....

}

.....

Witness:

Name }

.....

Address }

.....

What is the Tenancy Deposit Scheme?

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

Under the Tenancy Deposit Scheme:

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

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

About The Dispute Service

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

What are the legal requirements?

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

The Housing Act also states that:

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

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

The Act allows for deposits to be held in a custodial scheme - the money is held by an independent third party outside the Landlord's control. Or an insurance based scheme – the money is held by the Landlord or their Agent, provided they have suitable insurance arrangements.

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

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

You can view these documents at www.tds.gb.com

Who can join the Tenancy Deposit Scheme?

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

What is an approved body?

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

How are deposits held and protected?

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

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

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

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

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

How are disputes resolved?

The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.

If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.

The party who wishes to put the dispute to TDS must use the **Notification of a Deposit Dispute** form to state the details of the dispute, and provide any relevant supporting documents.

Whoever is holding the deposit must send the disputed amount to TDS.

The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.

The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.

The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

Why is it better to resolve a dispute through the Independent Case Examiner than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

The Independent Case Examiner's successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video).

Do all landlords and agents have to join TDS?

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

How much does it cost to join TDS?

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords.

Provisional subscriptions for corporate landlords are available on application.

Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid.

There is normally no further charge for resolving disputes, which is free to tenants.

Management of TDS

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

Contact details:

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

Tel: 0845 226 7837, Fax: 01442 253 193, Email: deposits@tds.gb.com, Web: www.tds.gb.com

Prescribed information - Housing Act 2004

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.

Landlord:

Deposit Holder:

Tenant:

Property: 155 Queens Park Road, Brighton, BN2 0GH

Deposit: £3480.00

Contact Details – after tenancy ends – name, address, e-mail & mobile phone:

1

2

3

4

5

6

7

- 1 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.
- 2 This Tenancy Agreement contains a section entitled "What is the Tenancy Deposit Scheme?" this explains how the Deposit is protected by the Housing Act 2004.

At the end of the tenancy

- 3 The deposit will be released following the procedures set out in the Tenancy Agreement attached.
- 4 Deductions may be made from the Deposit according to clauses 7.4.1 to 7.4.9 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement
- 5 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 forms part of this tenancy agreement. More detailed information is available on: www.tds.gb.com
- 6 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".

- 7 A formal record of these activities should be made, supported by appropriate documentation.
- 8 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.
- 9 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant:

.....

Signed by Landlord/Agent:

.....

**SCHEDULE 2 OF THE
HOUSING ACT 1988 (AS AMENDED)
GROUNDS FOR POSSESSION
ASSURED AND ASSURED SHORTHOLD TENANCIES**

GROUND 1 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that possession might be recovered on this ground because:

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

GROUND 2 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that the dwelling-house is subject to a mortgage granted before the beginning of the tenancy and:

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power and for the purposes of this ground "mortgage" includes a charge and "mortgage" shall be construed accordingly.

Signed.....
Landlord/Agent

Dated.....

Received by Tenant.....

Dated.....

ASSURED SHORTHOLD TENANCY AGREEMENT
[With the Dispute Service Tenancy Deposit Scheme]

THIS AGREEMENT is made the [] day of [] 20

BETWEEN [REDACTED] (the Landlord")

c/o

[REDACTED]

AND [REDACTED]

IT IS AGREED as follows:-

1) The Landlord lets to the Tenant the residential premises known as:

155 Queens Park Road
Brighton
BN2 0GH ("the Premises")

2) The tenancy shall be from and including the 21 day of August 2014 ("the Commencement Date") to and including the 20 day of August 2015 ("the Expiration Date"), ("the Term").

3) The Tenant shall pay to the Landlord or the Landlord's Agent (Home Leasing) by way of rent the amount of £1990.00 per calendar month by Bank Standing Order to Royal bank of Scotland Account Number 12062182 Sort Code 16-14-24 in the name of Home Leasing Ltd exclusive of Council Tax and water charges payable in advance on day 21 of each month during the Term the first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.

4) 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 recovery of possession provided for by virtue of Section 21 of that Act.

5) Where the tenancy shall include the Landlord's fixtures and fittings ("the Fixtures & Fittings") in the Premises this includes, amongst other things, all matters specified in an Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition").

6) If the Tenant intends to vacate the property at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one month's Notice in writing which must be given so that it expires the day before a Rent Due Date.

Deposit

- 7.1 The sum of £2990.00 shall be paid by the Tenant to the Landlord/Agent upon the signing of this Agreement by way of security deposit ("the Deposit").
- 7.2 The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme ("TDS").
- 7.3 Any interest earned on the holding of the Deposit will belong to the Agent.
- 7.4 The Deposit has been taken for the following purposes:-
- 7.4.1 Any damage, or compensation for damage, to the Premises, its fixtures and fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
 - 7.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings.
 - 7.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
 - 7.4.4 Any rent or other money due or payable by the Tenant under the tenancy of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
 - 7.4.5 Any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
 - 7.4.6 Any sum repayable by the Landlord to a Local Authority where housing benefits have been paid direct to the Landlord by the Local Authority.
 - 7.4.7 Any damage caused or cleaning required as a result of any pets occupying the Premises either with or without the Landlord's consent.
 - 7.4.8 Any costs, expenses, charges or other monies payable by the Tenant to the Landlord of the Landlord's Agent under this Agreement or any outstanding fees payable to the Landlord.
 - 7.4.9 Any reasonable costs incurred by the Agent or the Landlord through the early termination of the Tenancy by the Tenant.

7.5 Protection of the Deposit

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN, phone 0845 226 7837, email deposits@tds.gb.com, fax 01442 253193

7.6 At the end of the tenancy

- 7.6.1 The Landlord/Agent must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit
- 7.6.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 7.6.3 The Tenant should try to inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after the termination or earlier ending of the tenancy and the Tenant vacating the Premises. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 7.6.4 If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.6.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 7.6.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 7.6.4 above.
- 7.7 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by

the TDS.

- 7.8 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 7.9 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 7.10 The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the Premises. The Landlord will remove and store them for a maximum of one month. The Landlord will notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or from the Deposit and if there are any costs remaining they will remain the Tenant's liability.

7.11

- 7.11.1 In the case of circumstances as set out in Clause 7.10 the Landlord's reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the Deposit.
- 7.11.2 Further, the Tenant shall pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

8 **THE TENANT AGREES WITH THE LANDLORD** as follows:-

8.1 **Rent**

- 8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3 above.
- 8.1.2 The Tenant shall pay to the Landlord interest at the rate of 4% per annum above Barclays Bank Plc base rate from time to time on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.

8.2 **Conditions of Premises, Repair and Cleaning**

- 8.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 8.2.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.
- 8.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear and accidental damage by fire).
- 8.2.4 At the expiration of the tenancy to leave the property in the same standard of cleanliness as specified on the Check-In inventory and schedule of condition. If the standard of cleanliness is not as specified, the Agent or the Landlord will have the property professionally cleaned, the cost being the liability of the Tenant.
- 8.2.5 To keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
- 8.2.6 To never tamper with the fire alarm system, damage the structural integrity of a fire door or remove any door closures
- 8.2.7 To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.
- 8.2.8 To pay the call-out charge if the Tenant instructs a service engineer to re-set the system after an alarm has sounded.
- 8.2.9 To notify the Landlord promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures or Fittings for which the Landlord is responsible for repairing.
- 8.2.10 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person

who is residing or sleeping in or visiting the Premises causes the breakage.

- 8.2.11 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a one month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such Notice then the Landlord may enter the Premises with workmen and carry out such repairs or other works at the Tenant's expense.
- 8.2.12 To keep the windows of the Premises clean.
- 8.2.13 To wash and clean all items that may have become soiled during the Term.
- 8.2.14 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within 1 month prior to the termination of the tenancy.
- 8.2.15 To take all appropriate precautions to ensure adequate ventilation to the Premises and to take all necessary steps to avoid condensation problems arising.

8.3 Access and Inspection

- 8.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.
- 8.3.2 To permit the Premises to be viewed during the tenancy at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.

8.4 Insurance

- 8.4.1 Not to do anything that might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 8.4.3 The Tenant should seriously consider taking out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance affected by the Landlord.

8.5 Assignment

- 8.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent.

8.6 Illegal, Immoral Usage

- 8.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 8.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute and in the event of any breach of this condition then the Landlord shall be entitled to absolutely terminate this agreement without prejudice to the Landlord's right to enforce all of the provisions set out in the agreement in particular, but not limited to, the Tenant's liability in respect of the payment of rent and the Landlord's consequential losses.

8.7 Inflammable Substances and Equipment

- 8.7.1 Not to keep or use any candles, open flame apparatus, paraffin heater, liquefied petroleum gas heater or portable gas heater in the premises. Not to store or bring upon the Premises any substances which are combustible,

inflammable or dangerous in nature.

8.8 Nuisance and Noise

8.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

8.9 Utilities

- 8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 8.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the tenancy will be apportioned.
- 8.9.3 To notify each supplier of gas, electricity, water and telephone immediately that the tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.
- 8.9.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall pay, to the Landlord the costs incurred in connection with the reconnection of such service (including any arrears).
- 8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

8.10 Animals and Pets

8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord. The Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy should any animal or bird kept at the Premises be of a type that may have had fleas or similar parasites.

8.11 Usage

8.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

8.12 Locks

- 8.12.1 Not to install or change any locks in the Premises without the Landlord's prior written consent. If the locks are changed or installed with the Landlord's consent, such changes and the making good of any resultant damage will be at the Tenant's expense. The Landlord and his Agent shall be provided with a copy of the key(s).
- 8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.
- 8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

8.13 Fixtures and Fittings

8.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

- 8.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

8.14 Alterations and Redecoration

- 8.14.1 Not to decorate or to make any alterations in or additions to the Premises without the Landlord's written consent such consent not to be unreasonably withheld. Not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent.
- 8.14.2 Not to permit any waste, spoil or destruction to the Premises.

8.15 Empty Premises

- 8.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 8.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.

8.16 Drains

- 8.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 8.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

8.17 Affixation of Items

- 8.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage. Any such items must comply with any relevant local council regulations.
- 8.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape, blu tack or similar substances without the Landlord's prior written consent, such consent not to be unreasonably withheld and thereafter make good any resultant damage at the Tenant's expense.

8.18 Washing

- 8.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

8.19 Costs and Charges

- 8.19.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- 8.19.2 To pay, unless a court orders otherwise, the Landlord's and his Agent's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement.
- 8.19.3 To pay £30 to the Landlord's Agent as recompense towards the cost of any Bank or other reasonable charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
- 8.19.4 To pay for the recovery from the Tenant and Guarantor of any rent or other money which is in arrears the sum of £30 per arrears letter.
- 8.19.5 If a co-Tenant wishes to leave the Premises before the expiration of the Tenancy, they remain liable for the Rent until a co-Tenant deemed suitable by all other co-Tenants and the Landlord's Agent takes over the Tenancy. The vacating co-Tenant also agrees: a) to pay a cancellation fee of £200 plus VAT to the Landlord's Agents as a result of the change and b) to a minimum retention of £50 from their deposit as a contribution to cleaning of the common parts

if a full check-out inspection is not possible.

8.20 Refuse

8.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

8.21 Smoking

8.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

8.22 Garden

8.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

8.23 Inventory and Check-Out

8.23.1 To pay the reasonable cost, subject to a minimum figure of £10 + VAT per co-tenant, of a check-out of the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition of them at the expiry or sooner termination of the tenancy.

8.23.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or the Landlord's Agent to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

8.24 Notices

8.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

8.25 Distance Selling Regulations

8.25.1 The Tenant's rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the tenancy Agreement and paying the rent.

9 THE LANDLORD AGREES WITH THE TENANT as follows:-

9.1 Quiet Enjoyment

9.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

9.2 Insurance

9.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

9.3 Interest and Consents

9.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

9.4 Repair

9.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check -In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

9.5 Taxation

9.5.1 In the event that the Landlord's normal place of abode is not within the United Kingdom that he will appoint a rent collection Agent in the UK to whom the rent due under the terms of this tenancy agreement will be paid with immediate effect. In default thereof the landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

9.6 Safety Regulations

9.6.1 That all the furniture and equipment supplied by the Landlord or his agent within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

9.6.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.

9.6.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

10 IT IS MUTUALLY AGREED as follows:-

10.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

10.2 Rent Review

10.2.1 It is agreed that the rent as defined in this Agreement will be reviewed in an upwards only fashion on the anniversary of this tenancy and upon each subsequent anniversary in line with the Retail Price Index (RPI) increases for the previous 12 months and subject to a minimum of 3% and a maximum of 7.5%.

10.3 Repair

10.3.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

10.4 Insurable Risks

10.4.1 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

10.5 Reimbursement

10.5.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 7.4 at the end of the tenancy.

10.6 Data Protection & Confidentiality

10.6.1 Letting agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

10.7 Definitions

- 10.7.1 References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable).
- 10.7.2 References to the "Fixtures and Fittings" means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
- 10.7.3 References to "the Term" or "the tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 10.7.4 References in this Agreement to "water charges" include references to sewerage and environmental service charges.
- 10.7.5 "the Deposit" means any single amount of money paid by the Tenant or a Third Party to the Landlord under the tenancy as security against the performance of the Tenant's obligations under the tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the tenancy.
- 10.7.6 "The Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit under, and is a member of, the TDS.
- 10.7.7 "Lead Tenant" means in the case of joint tenants, one of their number who has been nominated to act on their behalf in matters relating to deposit protection and the dispute resolution service, or such other definition as may be included within the current TDS terms and conditions.
- 10.7.8 Where the Deposit is held as "Stakeholder" no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the TDS.
- 10.7.9 "Relevant Persons" mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant e.g. Local authority, parent, or Guarantor.
- 10.7.10 The expression "Landlord" shall include anyone lawfully entitled to the Premises upon the termination of the tenancy.
- 10.7.11 "The Landlord's Agent" or "Agent" means Home Leasing of 18 Hyde Gardens Eastbourne BN21 4PT.
- 10.7.12 "Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if effected
- 10.7.13 "The Check-In Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord, the Landlord's Agent or the Inventory Clerk.
- 10.7.14 "The Tenant" includes anyone to whom the tenancy has been lawfully transferred.
- 10.7.15 "Permitted Occupier", if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
- 10.7.16 Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of **all** rent and **all** liabilities falling upon the Tenants during the tenancy or any extension of it as well as any breach of the Agreement and individually each Tenant is responsible for payment of **all** rent and **all** liabilities falling upon the Tenants as well as any breach of the Agreement until all debts have been discharged in full.
- 10.7.17 Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that.
- 10.7.18 "The Tenancy Deposit Scheme" or "the TDS" means the Tenancy Deposit Scheme administered by The Dispute Service Limited as detailed in the Prescribed Information pages attached to this Agreement.
- 10.7.19 "ICE" is the "Independent Case Examiner of The Dispute Service Limited".
- 10.7.20 The masculine gender includes the feminine gender.

10.8 Council Tax

10.8.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable.

10.9 Forfeiture

10.9.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has

complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

10.10 Notices

10.10.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is Home Leasing 72 Western Road Hove BN3 2JQ.

10.10.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

10.11 Jurisdiction

10.11.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales

SIGNED by the Landlord }

}

Witness:

Name }

Address }

SIGNED by the Tenant }

}

}

}

}

}

}

Witness:

Name }

Address }

What is the Tenancy Deposit Scheme?

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

Under the Tenancy Deposit Scheme:

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

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

About The Dispute Service

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

What are the legal requirements?

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

The Housing Act also states that:

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

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

The Act allows for deposits to be held in a custodial scheme - the money is held by an independent third party outside the Landlord's control. Or an insurance based scheme – the money is held by the Landlord or their Agent, provided they have suitable insurance arrangements.

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

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

You can view these documents at www.tds.gb.com

Who can join the Tenancy Deposit Scheme?

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

What is an approved body?

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

How are deposits held and protected?

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

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

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

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

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

How are disputes resolved?

The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.

If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.

The party who wishes to put the dispute to TDS must use the **Notification of a Deposit Dispute** form to state the details of the dispute, and provide any relevant supporting documents.

Whoever is holding the deposit must send the disputed amount to TDS.

The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.

The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.

The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

Why is it better to resolve a dispute through the Independent Case Examiner than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

The Independent Case Examiner's successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video).

Do all landlords and agents have to join TDS?

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

How much does it cost to join TDS?

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords.

Provisional subscriptions for corporate landlords are available on application.

Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid.

There is normally no further charge for resolving disputes, which is free to tenants.

Management of TDS

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

Contact details:

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

Tel: 0845 226 7837, Fax: 01442 253 193, Email: deposits@tds.gb.com, Web: www.tds.gb.com

Prescribed information - Housing Act 2004

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.

Landlord:

Deposit Holder:

Tenant:

Property: 155 Queens Park Road, Brighton, BN2 0GH

Deposit: £2990.00



uk

Contact Details – after tenancy ends – name, address, e-mail & mobile phone:

1

2

3

4

5

6

7

- 1 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.
- 2 This Tenancy Agreement contains a section entitled "What is the Tenancy Deposit Scheme?" this explains how the Deposit is protected by the Housing Act 2004.

At the end of the tenancy

- 3 The deposit will be released following the procedures set out in the Tenancy Agreement attached.
- 4 Deductions may be made from the Deposit according to clauses 7.4.1 to 7.4.9 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement
- 5 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 forms part of this tenancy agreement. More detailed information is available on: www.tds.gb.com
- 6 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".

- 7 A formal record of these activities should be made, supported by appropriate documentation.
- 8 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.
- 9 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant:

.....

Signed by Landlord/Agent:

.....

SCHEDULE 2 OF THE

HOUSING ACT 1988 (AS AMENDED)

GROUNDS FOR POSSESSION

ASSURED AND ASSURED SHORTHOLD TENANCIES

GROUND 1 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that possession might be recovered on this ground because:

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

GROUND 2 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that the dwelling-house is subject to a mortgage granted before the beginning of the tenancy and:

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power and for the purposes of this ground "mortgage" includes a charge and "mortgage" shall be construed accordingly.

Signed.....
Landlord/Agent

Dated.....

Received by Tenant.....

Dated.....

ASSURED SHORTHOLD TENANCY AGREEMENT
[With the Dispute Service Tenancy Deposit Scheme]

THIS AGREEMENT is made the [] day of [] 20

BETWEEN [REDACTED] (“the Landlord”)

c/o



AND [REDACTED]

IT IS AGREED as follows:-

1) The Landlord lets to the Tenant the residential premises known as:

155 Queens Park Road
Brighton
BN2 0GH (“the Premises”)

2) The tenancy shall be from and including the 21 day of August 2015 (“the Commencement Date”) to and including the 20 day of August 2016 (“the Expiration Date”), (“the Term”).

3) The Tenant shall pay to the Landlord or the Landlord’s Agent (Home Leasing) by way of rent the amount of £2125.00 per calendar month by Bank Standing Order to Royal bank of Scotland Account Number 12062182 Sort Code 16-14-24 in the name of Home Leasing Ltd exclusive of Council Tax and water charges payable in advance on day 21 of each month during the Term the first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.

4) 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 recovery of possession provided for by virtue of Section 21 of that Act.

5) Where the tenancy shall include the Landlord's fixtures and fittings (“the Fixtures & Fittings”) in the Premises this includes, amongst other things, all matters specified in an Inventory and Schedule of Condition (“the Check-In Inventory and Schedule of Condition”).

6) If the Tenant intends to vacate the property at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one month’s Notice in writing which must be given so that it expires the day before a Rent Due Date.

Deposit

- 7.1 The sum of £2990.00 shall be paid by the Tenant to the Landlord/Agent upon the signing of this Agreement by way of security deposit ("the Deposit").
- 7.2 The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme ("TDS").
- 7.3 Any interest earned on the holding of the Deposit will belong to the Agent.
- 7.4 The Deposit has been taken for the following purposes:-
- 7.4.1 Any damage, or compensation for damage, to the Premises, its fixtures and fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
 - 7.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings.
 - 7.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
 - 7.4.4 Any rent or other money due or payable by the Tenant under the tenancy of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
 - 7.4.5 Any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
 - 7.4.6 Any sum repayable by the Landlord to a Local Authority where housing benefits have been paid direct to the Landlord by the Local Authority.
 - 7.4.7 Any damage caused or cleaning required as a result of any pets occupying the Premises either with or without the Landlord's consent.
 - 7.4.8 Any costs, expenses, charges or other monies payable by the Tenant to the Landlord of the Landlord's Agent under this Agreement or any outstanding fees payable to the Landlord.
 - 7.4.9 Any reasonable costs incurred by the Agent or the Landlord through the early termination of the Tenancy by the Tenant.

7.5 Protection of the Deposit

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN, phone 0845 226 7837, email deposits@tds.gb.com, fax 01442 253193

7.6 At the end of the tenancy

- 7.6.1 The Landlord/Agent must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit
 - 7.6.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
 - 7.6.3 The Tenant should try to inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after the termination or earlier ending of the tenancy and the Tenant vacating the Premises. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
 - 7.6.4 If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.6.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
 - 7.6.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 7.6.4 above.
- 7.7 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by

the TDS.

- 7.8 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 7.9 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 7.10 The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the Premises. The Landlord will remove and store them for a maximum of one month. The Landlord will notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or from the Deposit and if there are any costs remaining they will remain the Tenant's liability.

7.11

- 7.11.1 In the case of circumstances as set out in Clause 7.10 the Landlord's reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the Deposit.
- 7.11.2 Further, the Tenant shall pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

8 **THE TENANT AGREES WITH THE LANDLORD** as follows:-

8.1 **Rent**

- 8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3 above.
- 8.1.2 The Tenant shall pay to the Landlord interest at the rate of 4% per annum above Barclays Bank Plc base rate from time to time on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.

8.2 **Conditions of Premises, Repair and Cleaning**

- 8.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 8.2.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.
- 8.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear and accidental damage by fire).
- 8.2.4 At the expiration of the tenancy to leave the property in the same standard of cleanliness as specified on the Check-In inventory and schedule of condition. If the standard of cleanliness is not as specified, the Agent or the Landlord will have the property professionally cleaned, the cost being the liability of the Tenant.
- 8.2.5 To keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
- 8.2.6 To never tamper with the fire alarm system, damage the structural integrity of a fire door or remove any door closures
- 8.2.7 To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.
- 8.2.8 To pay the call-out charge if the Tenant instructs a service engineer to re-set the system after an alarm has sounded.
- 8.2.9 To notify the Landlord promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures or Fittings for which the Landlord is responsible for repairing.
- 8.2.10 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person

who is residing or sleeping in or visiting the Premises causes the breakage.

- 8.2.11 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a one month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such Notice then the Landlord may enter the Premises with workmen and carry out such repairs or other works at the Tenant's expense.
- 8.2.12 To keep the windows of the Premises clean.
- 8.2.13 To wash and clean all items that may have become soiled during the Term.
- 8.2.14 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within 1 month prior to the termination of the tenancy.
- 8.2.15 To take all appropriate precautions to ensure adequate ventilation to the Premises and to take all necessary steps to avoid condensation problems arising.

8.3 Access and Inspection

- 8.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.
- 8.3.2 To permit the Premises to be viewed during the tenancy at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.

8.4 Insurance

- 8.4.1 Not to do anything that might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 8.4.3 The Tenant should seriously consider taking out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance affected by the Landlord.

8.5 Assignment

- 8.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent.

8.6 Illegal, Immoral Usage

- 8.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 8.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute and in the event of any breach of this condition then the Landlord shall be entitled to absolutely terminate this agreement without prejudice to the Landlord's right to enforce all of the provisions set out in the agreement in particular, but not limited to, the Tenant's liability in respect of the payment of rent and the Landlord's consequential losses.

8.7 Inflammable Substances and Equipment

- 8.7.1 Not to keep or use any candles, open flame apparatus, paraffin heater, liquefied petroleum gas heater or portable gas heater in the premises. Not to store or bring upon the Premises any substances which are combustible,

inflammable or dangerous in nature.

8.8 Nuisance and Noise

- 8.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

8.9 Utilities

- 8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 8.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the tenancy will be apportioned.
- 8.9.3 To notify each supplier of gas, electricity, water and telephone immediately that the tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.
- 8.9.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall pay, to the Landlord the costs incurred in connection with the reconnection of such service (including any arrears).
- 8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

8.10 Animals and Pets

- 8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord. The Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy should any animal or bird kept at the Premises be of a type that may have had fleas or similar parasites.

8.11 Usage

- 8.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

8.12 Locks

- 8.12.1 Not to install or change any locks in the Premises without the Landlord's prior written consent. If the locks are changed or installed with the Landlord's consent, such changes and the making good of any resultant damage will be at the Tenant's expense. The Landlord and his Agent shall be provided with a copy of the key(s).
- 8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.
- 8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

8.13 Fixtures and Fittings

- 8.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

- 8.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

8.14 Alterations and Redecoration

- 8.14.1 Not to decorate or to make any alterations in or additions to the Premises without the Landlord's written consent such consent not to be unreasonably withheld. Not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent.
- 8.14.2 Not to permit any waste, spoil or destruction to the Premises.

8.15 Empty Premises

- 8.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 8.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.

8.16 Drains

- 8.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 8.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

8.17 Affixation of Items

- 8.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage. Any such items must comply with any relevant local council regulations.
- 8.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape, blu tack or similar substances without the Landlord's prior written consent, such consent not to be unreasonably withheld and thereafter make good any resultant damage at the Tenant's expense.

8.18 Washing

- 8.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

8.19 Costs and Charges

- 8.19.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- 8.19.2 To pay, unless a court orders otherwise, the Landlord's and his Agent's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement.
- 8.19.3 To pay £30 to the Landlord's Agent as recompense towards the cost of any Bank or other reasonable charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
- 8.19.4 To pay for the recovery from the Tenant and Guarantor of any rent or other money which is in arrears the sum of £30 per arrears letter.
- 8.19.5 If a co-Tenant wishes to leave the Premises before the expiration of the Tenancy, they remain liable for the Rent until a co-Tenant deemed suitable by all other co-Tenants and the Landlord's Agent takes over the Tenancy. The vacating co-Tenant also agrees: a) to pay a cancellation fee of £200 plus VAT to the Landlord's Agents as a result of the change and b) to a minimum retention of £50 from their deposit as a contribution to cleaning of the common parts

if a full check-out inspection is not possible.

8.20 Refuse

8.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

8.21 Smoking

8.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

8.22 Garden

8.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

8.23 Inventory and Check-Out

8.23.1 To pay the reasonable cost, subject to a minimum figure of £10 + VAT per co-tenant, of a check-out of the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition of them at the expiry or sooner termination of the tenancy.

8.23.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or the Landlord's Agent to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

8.24 Notices

8.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

8.25 Distance Selling Regulations

8.25.1 The Tenant's rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the tenancy Agreement and paying the rent.

9 THE LANDLORD AGREES WITH THE TENANT as follows:-

9.1 Quiet Enjoyment

9.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

9.2 Insurance

9.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

9.3 Interest and Consents

9.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

9.4 Repair

9.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check -In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

9.5 Taxation

9.5.1 In the event that the Landlord's normal place of abode is not within the United Kingdom that he will appoint a rent collection Agent in the UK to whom the rent due under the terms of this tenancy agreement will be paid with immediate effect. In default thereof the landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

9.6 Safety Regulations

9.6.1 That all the furniture and equipment supplied by the Landlord or his agent within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

9.6.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.

9.6.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

10 IT IS MUTUALLY AGREED as follows:-

10.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

10.2 Rent Review

10.2.1 It is agreed that the rent as defined in this Agreement will be reviewed in an upwards only fashion on the anniversary of this tenancy and upon each subsequent anniversary in line with the Retail Price Index (RPI) increases for the previous 12 months and subject to a minimum of 3% and a maximum of 7.5%.

10.3 Repair

10.3.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

10.4 Insurable Risks

10.4.1 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

10.5 Reimbursement

10.5.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 7.4 at the end of the tenancy.

10.6 Data Protection & Confidentiality

10.6.1 Letting agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

10.7 Definitions

- 10.7.1 References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable).
- 10.7.2 References to the "Fixtures and Fittings" means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
- 10.7.3 References to "the Term" or "the tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 10.7.4 References in this Agreement to "water charges" include references to sewerage and environmental service charges.
- 10.7.5 "the Deposit" means any single amount of money paid by the Tenant or a Third Party to the Landlord under the tenancy as security against the performance of the Tenant's obligations under the tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the tenancy.
- 10.7.6 "The Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit under, and is a member of, the TDS.
- 10.7.7 "Lead Tenant" means in the case of joint tenants, one of their number who has been nominated to act on their behalf in matters relating to deposit protection and the dispute resolution service, or such other definition as may be included within the current TDS terms and conditions.
- 10.7.8 Where the Deposit is held as "Stakeholder" no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the TDS.
- 10.7.9 "Relevant Persons" mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant e.g. Local authority, parent, or Guarantor.
- 10.7.10 The expression "Landlord" shall include anyone lawfully entitled to the Premises upon the termination of the tenancy.
- 10.7.11 "The Landlord's Agent" or "Agent" means Home Leasing of 18 Hyde Gardens Eastbourne BN21 4PT.
- 10.7.12 "Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if effected
- 10.7.13 "The Check-In Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord, the Landlord's Agent or the Inventory Clerk.
- 10.7.14 "The Tenant" includes anyone to whom the tenancy has been lawfully transferred.
- 10.7.15 "Permitted Occupier", if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
- 10.7.16 Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of **all** rent and **all** liabilities falling upon the Tenants during the tenancy or any extension of it as well as any breach of the Agreement and individually each Tenant is responsible for payment of **all** rent and **all** liabilities falling upon the Tenants as well as any breach of the Agreement until all debts have been discharged in full.
- 10.7.17 Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that.
- 10.7.18 "The Tenancy Deposit Scheme" or "the TDS" means the Tenancy Deposit Scheme administered by The Dispute Service Limited as detailed in the Prescribed Information pages attached to this Agreement.
- 10.7.19 "ICE" is the "Independent Case Examiner of The Dispute Service Limited".
- 10.7.20 The masculine gender includes the feminine gender.

10.8 Council Tax

10.8.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable.

10.9 Forfeiture

10.9.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has

complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

10.10 Notices

10.10.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is Home Leasing 72 Western Road Hove BN3 2JQ.

10.10.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

10.11 Jurisdiction

10.11.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales

SIGNED by the Landlord }

SIGNED by the Agent for and on behalf of the Landlord }

Witness:

Name }

Address }

SIGNED by the Tenant }

}

}

}

}

}

}

Witness:

Name }

Address }

What is the Tenancy Deposit Scheme?

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

Under the Tenancy Deposit Scheme:

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

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

About The Dispute Service

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

What are the legal requirements?

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

The Housing Act also states that:

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

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

The Act allows for deposits to be held in a custodial scheme - the money is held by an independent third party outside the Landlord's control. Or an insurance based scheme – the money is held by the Landlord or their Agent, provided they have suitable insurance arrangements.

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

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

You can view these documents at www.tds.gb.com

Who can join the Tenancy Deposit Scheme?

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

What is an approved body?

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

How are deposits held and protected?

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

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

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

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

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

How are disputes resolved?

The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.

If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.

The party who wishes to put the dispute to TDS must use the **Notification of a Deposit Dispute** form to state the details of the dispute, and provide any relevant supporting documents.

Whoever is holding the deposit must send the disputed amount to TDS.

The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.

The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.

The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

Why is it better to resolve a dispute through the Independent Case Examiner than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

The Independent Case Examiner's successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video).

Do all landlords and agents have to join TDS?

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

How much does it cost to join TDS?

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords.

Provisional subscriptions for corporate landlords are available on application.

Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid.

There is normally no further charge for resolving disputes, which is free to tenants.

Management of TDS

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

Contact details:

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

Tel: 0845 226 7837, Fax: 01442 253 193, Email: deposits@tds.gb.com, Web: www.tds.gb.com

Prescribed information - Housing Act 2004

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.

Landlord:

Deposit Holder:

Tenant:

Property: 155 Queens Park Road, Brighton, BN2 0GH

Deposit: £2990.00

Contact Details – after tenancy ends – name, address, e-mail & mobile phone:

1

2

3

4

5

6

7

- 1 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.
- 2 This Tenancy Agreement contains a section entitled "What is the Tenancy Deposit Scheme?" this explains how the Deposit is protected by the Housing Act 2004.

At the end of the tenancy

- 3 The deposit will be released following the procedures set out in the Tenancy Agreement attached.
- 4 Deductions may be made from the Deposit according to clauses 7.4.1 to 7.4.9 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement
- 5 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 forms part of this tenancy agreement. More detailed information is available on: www.tds.gb.com
- 6 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".

- 7 A formal record of these activities should be made, supported by appropriate documentation.
- 8 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.
- 9 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant:

.....

Signed by Landlord/Agent:

.....

SCHEDULE 2 OF THE

HOUSING ACT 1988 (AS AMENDED)

GROUNDS FOR POSSESSION

ASSURED AND ASSURED SHORTHOLD TENANCIES

GROUND 1 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that possession might be recovered on this ground because:

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

GROUND 2 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that the dwelling-house is subject to a mortgage granted before the beginning of the tenancy and:

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power and for the purposes of this ground "mortgage" includes a charge and "mortgage" shall be construed accordingly.

Signed.....
Landlord/Agent

Dated.....

Received by Tenant.....

Dated.....

Deposit

- 7.1 The sum of £3490.00 shall be paid by the Tenant to the Landlord/Agent upon the signing of this Agreement by way of security deposit ("the Deposit").
- 7.2 The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme ("TDS").
- 7.3 Any interest earned on the holding of the Deposit will belong to the Agent.
- 7.4 The Deposit has been taken for the following purposes:-
- 7.4.1 Any damage, or compensation for damage, to the Premises, its fixtures and fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
 - 7.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings.
 - 7.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
 - 7.4.4 Any rent or other money due or payable by the Tenant under the tenancy of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
 - 7.4.5 Any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
 - 7.4.6 Any sum repayable by the Landlord to a Local Authority where housing benefits have been paid direct to the Landlord by the Local Authority.
 - 7.4.7 Any damage caused or cleaning required as a result of any pets occupying the Premises either with or without the Landlord's consent.
 - 7.4.8 Any costs, expenses, charges or other monies payable by the Tenant to the Landlord of the Landlord's Agent under this Agreement or any outstanding fees payable to the Landlord.
 - 7.4.9 Any reasonable costs incurred by the Agent or the Landlord through the early termination of the Tenancy by the Tenant.

7.5 Protection of the Deposit

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN, phone 0845 226 7837, email deposits@tds.gb.com, fax 01442 253193

7.6 At the end of the tenancy

- 7.6.1 The Landlord/Agent must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit
 - 7.6.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
 - 7.6.3 The Tenant should try to inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after the termination or earlier ending of the tenancy and the Tenant vacating the Premises. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
 - 7.6.4 If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.6.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
 - 7.6.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 7.6.4 above.
- 7.7 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by

the TDS.

- 7.8 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 7.9 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 7.10 The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the Premises. The Landlord will remove and store them for a maximum of one month. The Landlord will notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or from the Deposit and if there are any costs remaining they will remain the Tenant's liability.

7.11

- 7.11.1 In the case of circumstances as set out in Clause 7.10 the Landlord's reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the Deposit.
- 7.11.2 Further, the Tenant shall pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

8 **THE TENANT AGREES WITH THE LANDLORD** as follows:-

8.1 **Rent**

- 8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3 above.
- 8.1.2 The Tenant shall pay to the Landlord interest at the rate of 4% per annum above Barclays Bank Plc base rate from time to time on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.

8.2 **Conditions of Premises, Repair and Cleaning**

- 8.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 8.2.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.
- 8.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear and accidental damage by fire).
- 8.2.4 At the expiration of the tenancy to leave the property in the same standard of cleanliness as specified on the Check-In inventory and schedule of condition. If the standard of cleanliness is not as specified, the Agent or the Landlord will have the property professionally cleaned, the cost being the liability of the Tenant.
- 8.2.5 To keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
- 8.2.6 To never tamper with the fire alarm system, damage the structural integrity of a fire door or remove any door closures
- 8.2.7 To once a month test all smoke or carbon monoxide alarms and inform the Landlord or the Landlord's Agent immediately if they should require maintenance.
- 8.2.8 To pay the call-out charge if the Tenant instructs a service engineer to re-set the system after an alarm has sounded.
- 8.2.9 To notify the Landlord promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures or Fittings for which the Landlord is responsible for repairing.

- 8.2.10 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 8.2.11 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a one month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such Notice then the Landlord may enter the Premises with workmen and carry out such repairs or other works at the Tenant's expense.
- 8.2.12 To keep the windows of the Premises clean.
- 8.2.13 To wash and clean all items that may have become soiled during the Term.
- 8.2.14 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within 1 month prior to the termination of the tenancy.
- 8.2.15 To take all appropriate precautions to ensure adequate ventilation to the Premises and to take all necessary steps to avoid condensation problems arising.

8.3 Access and Inspection

- 8.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.
- 8.3.2 To permit the Premises to be viewed during the tenancy at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.

8.4 Insurance

- 8.4.1 Not to do anything that might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 8.4.3 The Tenant should seriously consider taking out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance affected by the Landlord.

8.5 Assignment

- 8.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent.

8.6 Illegal, Immoral Usage

- 8.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 8.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute and in the event of any breach of this condition then the Landlord shall be entitled to absolutely terminate this agreement without prejudice to the Landlord's right to enforce all of the provisions set out in the agreement in particular, but not limited to, the Tenant's liability in respect of the payment of rent and the Landlord's consequential losses.

8.7 Inflammable Substances and Equipment

- 8.7.1 Not to keep or use any candles, open flame apparatus, paraffin heater, liquefied petroleum gas heater or portable

gas heater in the premises. Not to store or bring upon the Premises any substances which are combustible, inflammable or dangerous in nature.

8.8 Nuisance and Noise

8.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

8.9 Utilities

8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.

8.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the tenancy will be apportioned.

8.9.3 To notify each supplier of gas, electricity, water and telephone immediately that the tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.

8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.

8.9.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall pay, to the Landlord the costs incurred in connection with the reconnection of such service (including any arrears).

8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

8.10 Animals and Pets

8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord. The Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy should any animal or bird kept at the Premises be of a type that may have had fleas or similar parasites.

8.11 Usage

8.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

8.12 Locks

8.12.1 Not to install or change any locks in the Premises without the Landlord's prior written consent. If the locks are changed or installed with the Landlord's consent, such changes and the making good of any resultant damage will be at the Tenant's expense. The Landlord and his Agent shall be provided with a copy of the key(s).

8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.

8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

8.13 Fixtures and Fittings

8.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in

which they were on the Commencement Date.

- 8.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

8.14 Alterations and Redecoration

- 8.14.1 Not to decorate or to make any alterations in or additions to the Premises without the Landlord's written consent such consent not to be unreasonably withheld. Not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent.

- 8.14.2 Not to permit any waste, spoil or destruction to the Premises.

8.15 Empty Premises

- 8.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.

- 8.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.

8.16 Drains

- 8.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.

- 8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

- 8.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

8.17 Affixation of Items

- 8.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage. Any such items must comply with any relevant local council regulations.

- 8.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape, blu tack or similar substances without the Landlord's prior written consent, such consent not to be unreasonably withheld and thereafter make good any resultant damage at the Tenant's expense.

8.18 Washing

- 8.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

8.19 Costs and Charges

- 8.19.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.

- 8.19.2 To pay, unless a court orders otherwise, the Landlord's and his Agent's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement.

- 8.19.3 To pay £30 to the Landlord's Agent as recompense towards the cost of any Bank or other reasonable charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.

- 8.19.4 To pay for the recovery from the Tenant and Guarantor of any rent or other money which is in arrears the sum of £30 per arrears letter.

- 8.19.5 If a co-Tenant wishes to leave the Premises before the expiration of the Tenancy and the Landlord agrees, they remain liable for the Rent until a new co-Tenant (deemed suitable by all other co-Tenants and the Landlord's Agent) takes over the Tenancy. The vacating co-Tenant also agrees: a) to pay a cancellation fee of £300 incl. VAT to the

Landlord's Agents as a result of the change. The remaining Co-Tenants will also pay a fee of £36 incl. VAT to cover all necessary amendments, changes and communications and b) to a minimum retention of £50 from their deposit as a contribution to cleaning of the common parts if a full check-out inspection is not possible.

8.20 Refuse

8.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

8.21 Smoking

8.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

8.22 Garden

8.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

8.23 Inventory and Check-Out

8.23.1 To pay the reasonable cost, subject to a minimum figure of £10 +VAT per co-tenant, of a check-out of the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition of them at the expiry or sooner termination of the tenancy.

8.23.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or the Landlord's Agent to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

8.24 Notices

8.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

8.25 Distance Selling Regulations

8.25.1 The Tenant's rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the tenancy Agreement and paying the rent.

9 THE LANDLORD AGREES WITH THE TENANT as follows:-

9.1 Quiet Enjoyment

9.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

9.2 Insurance

9.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

9.3 Interest and Consents

9.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary

to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

9.4 **Repair**

9.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

9.5 **Taxation**

9.5.1 In the event that the Landlord's normal place of abode is not within the United Kingdom that he will appoint a rent collection Agent in the UK to whom the rent due under the terms of this tenancy agreement will be paid with immediate effect. In default thereof the landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

9.6 **Safety Regulations**

9.6.1 That all the furniture and equipment supplied by the Landlord or his agent within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

9.6.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.

9.6.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

10 **IT IS MUTUALLY AGREED** as follows:-

10.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

10.2 **Rent Review**

10.2.1 It is agreed that the rent as defined in this Agreement will be reviewed in an upwards only fashion on the anniversary of this tenancy and upon each subsequent anniversary in line with the Retail Price Index (RPI) increases for the previous 12 months and subject to a minimum of 3% and a maximum of 7.5%.

10.3 **Repair**

10.3.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

10.4 **Insurable Risks**

10.4.1 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

10.5 **Reimbursement**

10.5.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 7.4 at the end of the tenancy.

10.6 Data Protection & Confidentiality

- 10.6.1 Letting agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

10.7 Definitions

- 10.7.1 References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable).
- 10.7.2 References to the "Fixtures and Fittings" means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
- 10.7.3 References to "the Term" or "the tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 10.7.4 References in this Agreement to "water charges" include references to sewerage and environmental service charges.
- 10.7.5 "the Deposit" means any single amount of money paid by the Tenant or a Third Party to the Landlord under the tenancy as security against the performance of the Tenant's obligations under the tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the tenancy.
- 10.7.6 "The Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit under, and is a member of, the TDS.
- 10.7.7 "Lead Tenant" means in the case of joint tenants, one of their number who has been nominated to act on their behalf in matters relating to deposit protection and the dispute resolution service, or such other definition as may be included within the current TDS terms and conditions.
- 10.7.8 Where the Deposit is held as "Stakeholder" no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the TDS.
- 10.7.9 "Relevant Persons" mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant e.g. Local authority, parent, or Guarantor.
- 10.7.10 The expression "Landlord" shall include anyone lawfully entitled to the Premises upon the termination of the tenancy.
- 10.7.11 "The Landlord's Agent" or "Agent" means Home Leasing of 18 Hyde Gardens Eastbourne BN21 4PT.
- 10.7.12 "Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if effected
- 10.7.13 "The Check-In Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord, the Landlord's Agent or the Inventory Clerk.
- 10.7.14 "The Tenant" includes anyone to whom the tenancy has been lawfully transferred.
- 10.7.15 "Permitted Occupier", if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
- 10.7.16 Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of **all** rent and **all** liabilities falling upon the Tenants during the tenancy or any extension of it as well as any breach of the Agreement and individually each Tenant is responsible for payment of **all** rent and **all** liabilities falling upon the Tenants as well as any breach of the Agreement until all debts have been discharged in full.
- 10.7.17 Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that.
- 10.7.18 "The Tenancy Deposit Scheme" or "the TDS" means the Tenancy Deposit Scheme administered by The Dispute Service Limited as detailed in the Prescribed Information pages attached to this Agreement.
- 10.7.19 "ICE" is the "Independent Case Examiner of The Dispute Service Limited".
- 10.7.20 The masculine gender includes the feminine gender.

10.8 Council Tax

- 10.8.1 The Tenant shall pay the Council Tax in respect of the Premises up to and including the last day of the Tenancy, irrespective of the date the Tenant vacates the property. Provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay, from the Deposit if necessary, the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable.

10.9 Forfeiture

- 10.9.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether

formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

10.10 Notices

- 10.10.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is Home Leasing 72 Western Road Hove BN3 2JQ.
- 10.10.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

10.11 Jurisdiction

10.11.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales

SIGNED by the Landlord }

SIGNED by the Agent for and on behalf of the Landlord }

Witness:

Name }

Address }

SIGNED by the Tenant }

}

}

}

}

}

}

Witness:

Name }

Address }

What is the Tenancy Deposit Scheme?

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

Under the Tenancy Deposit Scheme:

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

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

About The Dispute Service

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

What are the legal requirements?

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

The Housing Act also states that:

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

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

The Act allows for deposits to be held in a custodial scheme - the money is held by an independent third party outside the Landlord's control. Or an insurance based scheme – the money is held by the Landlord or their Agent, provided they have suitable insurance arrangements.

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

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

You can view these documents at www.tds.gb.com

Who can join the Tenancy Deposit Scheme?

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

What is an approved body?

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

How are deposits held and protected?

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

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

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

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

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

How are disputes resolved?

The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.

If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.

The party who wishes to put the dispute to TDS must use the **Notification of a Deposit Dispute** form to state the details of the dispute, and provide any relevant supporting documents.

Whoever is holding the deposit must send the disputed amount to TDS.

The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.

The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.

The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

Why is it better to resolve a dispute through the Independent Case Examiner than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

The Independent Case Examiner's successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video).

Do all landlords and agents have to join TDS?

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

How much does it cost to join TDS?

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords.

Provisional subscriptions for corporate landlords are available on application.

Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid.

There is normally no further charge for resolving disputes, which is free to tenants.

Management of TDS

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

Contact details:

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

Tel: 0845 226 7837, Fax: 01442 253 193, Email: deposits@tds.gb.com, Web: www.tds.gb.com

Prescribed information - Housing Act 2004

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.

Landlord:

Deposit Holder:

Tenant:

Property: 155 Queens Park Road, Brighton, BN2 0GH

Deposit: £3490.00

Contact Details – after tenancy ends – name, address, e-mail & mobile phone:

1

2

3

4

5

6

7

- 1 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.
- 2 This Tenancy Agreement contains a section entitled “What is the Tenancy Deposit Scheme?” this explains how the Deposit is protected by the Housing Act 2004.

At the end of the tenancy

- 3 The deposit will be released following the procedures set out in the Tenancy Agreement attached.
- 4 Deductions may be made from the Deposit according to clauses 7.4.1 to 7.4.9 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement
- 5 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 forms part of this tenancy agreement. More detailed information is available on: www.tds.gb.com
- 6 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”.

- 7 A formal record of these activities should be made, supported by appropriate documentation.
- 8 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.
- 9 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant:

.....

Signed by Landlord/Agent:

.....

SCHEDULE 2 OF THE

HOUSING ACT 1988 (AS AMENDED)

GROUNDS FOR POSSESSION

ASSURED AND ASSURED SHORTHOLD TENANCIES

GROUND 1 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that possession might be recovered on this ground because:

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

GROUND 2 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that the dwelling-house is subject to a mortgage granted before the beginning of the tenancy and:

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power and for the purposes of this ground "mortgage" includes a charge and "mortgage" shall be construed accordingly.

Signed.....
Landlord/Agent

Dated.....

Received by Tenant.....

Dated.....

ASSURED SHORTHOLD TENANCY AGREEMENT
[With the Dispute Service Tenancy Deposit Scheme]

THIS AGREEMENT is made the [] day of [] 20

BETWEEN: 

c/o


AND 

IT IS AGREED as follows:-

1) The Landlord lets to the Tenant the residential premises known as:

155 Queens Park Road
Brighton
BN2 0GH ("the Premises")

2) The tenancy shall be from and including the 08 day of September 2017 ("the Commencement Date") to and including the 07 day of August 2018 ("the Expiration Date"), ("the Term").

3) The Tenant shall pay to the Landlord or the Landlord's Agent (Home Leasing) by way of rent the amount of £2600.00 per calendar month by Bank Standing Order to Home Leasing Ltd exclusive of Council Tax and water charges payable in advance on day 8 of each month during the Term the first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.

4) 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 recovery of possession provided for by virtue of Section 21 of that Act.

5) Where the tenancy shall include the Landlord's fixtures and fittings ("the Fixtures & Fittings") in the Premises this includes, amongst other things, all matters specified in an Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition").

6) If the Tenant intends to vacate the property at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one month's Notice in writing which must be given so that it expires the day before a Rent Due Date.

Deposit

- 7.1 The sum of £3600.00 shall be paid by the Tenant to the Landlord/Agent upon the signing of this Agreement by way of security deposit ("the Deposit").
- 7.2 The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme ("TDS").
- 7.3 Any interest earned on the holding of the Deposit will belong to the Agent.
- 7.4 The Deposit has been taken for the following purposes:-
- 7.4.1 Any damage, or compensation for damage, to the Premises, its fixtures and fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
 - 7.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings.
 - 7.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
 - 7.4.4 Any rent or other money due or payable by the Tenant under the tenancy of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
 - 7.4.5 Any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
 - 7.4.6 Any sum repayable by the Landlord to a Local Authority where housing benefits have been paid direct to the Landlord by the Local Authority.
 - 7.4.7 Any damage caused or cleaning required as a result of any pets occupying the Premises either with or without the Landlord's consent.
 - 7.4.8 Any costs, expenses, charges or other monies payable by the Tenant to the Landlord of the Landlord's Agent under this Agreement or any outstanding fees payable to the Landlord.
 - 7.4.9 Any reasonable costs incurred by the Agent or the Landlord through the early termination of the Tenancy by the Tenant.

7.5 Protection of the Deposit

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN, phone 0845 226 7837, email deposits@tds.gb.com, fax 01442 253193

7.6 At the end of the tenancy

- 7.6.1 The Landlord/Agent must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit
- 7.6.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 7.6.3 The Tenant should try to inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after the termination or earlier ending of the tenancy and the Tenant vacating the Premises. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 7.6.4 If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.6.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 7.6.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 7.6.4 above.
- 7.7 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by

the TDS.

- 7.8 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 7.9 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 7.10 The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the Premises. The Landlord will remove and store them for a maximum of one month. The Landlord will notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or from the Deposit and if there are any costs remaining they will remain the Tenant's liability.

7.11

- 7.11.1 In the case of circumstances as set out in Clause 7.10 the Landlord's reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the Deposit.
- 7.11.2 Further, the Tenant shall pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

8 **THE TENANT AGREES WITH THE LANDLORD** as follows:-

8.1 **Rent**

- 8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3 above.
- 8.1.2 The Tenant shall pay to the Landlord interest at the rate of 4% per annum above Barclays Bank Plc base rate from time to time on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.

8.2 **Conditions of Premises, Repair and Cleaning**

- 8.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 8.2.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.
- 8.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear and accidental damage by fire).
- 8.2.4 At the expiration of the tenancy to leave the property in the same standard of cleanliness as specified on the Check-In inventory and schedule of condition. If the standard of cleanliness is not as specified, the Agent or the Landlord will have the property professionally cleaned, the cost being the liability of the Tenant.
- 8.2.5 To keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
- 8.2.6 To never tamper with the fire alarm system, damage the structural integrity of a fire door or remove any door closures
- 8.2.7 To once a month test all smoke or carbon monoxide alarms and inform the Landlord or the Landlord's Agent immediately if they should require maintenance.
- 8.2.8 To pay the call-out charge if the Tenant instructs a service engineer to re-set the system after an alarm has sounded.
- 8.2.9 To notify the Landlord promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures or Fittings for which the Landlord is responsible for repairing.

- 8.2.10 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 8.2.11 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a one month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such Notice then the Landlord may enter the Premises with workmen and carry out such repairs or other works at the Tenant's expense.
- 8.2.12 To keep the windows of the Premises clean.
- 8.2.13 To wash and clean all items that may have become soiled during the Term.
- 8.2.14 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within 1 month prior to the termination of the tenancy.
- 8.2.15 To take all appropriate precautions to ensure adequate ventilation to the Premises and to take all necessary steps to avoid condensation problems arising.

8.3 Access and Inspection

- 8.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.
- 8.3.2 To permit the Premises to be viewed during the tenancy at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.

8.4 Insurance

- 8.4.1 Not to do anything that might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 8.4.3 The Tenant should seriously consider taking out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance affected by the Landlord.

8.5 Assignment

- 8.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent.

8.6 Illegal, Immoral Usage

- 8.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 8.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute and in the event of any breach of this condition then the Landlord shall be entitled to absolutely terminate this agreement without prejudice to the Landlord's right to enforce all of the provisions set out in the agreement in particular, but not limited to, the Tenant's liability in respect of the payment of rent and the Landlord's consequential losses.

8.7 Inflammable Substances and Equipment

- 8.7.1 Not to keep or use any candles, open flame apparatus, paraffin heater, liquefied petroleum gas heater or portable

gas heater in the premises. Not to store or bring upon the Premises any substances which are combustible, inflammable or dangerous in nature.

8.8 Nuisance and Noise

8.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

8.9 Utilities

8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.

8.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the tenancy will be apportioned.

8.9.3 To notify each supplier of gas, electricity, water and telephone immediately that the tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.

8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.

8.9.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall pay, to the Landlord the costs incurred in connection with the reconnection of such service (including any arrears).

8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

8.10 Animals and Pets

8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord. The Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy should any animal or bird kept at the Premises be of a type that may have had fleas or similar parasites.

8.11 Usage

8.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

8.12 Locks

8.12.1 Not to install or change any locks in the Premises without the Landlord's prior written consent. If the locks are changed or installed with the Landlord's consent, such changes and the making good of any resultant damage will be at the Tenant's expense. The Landlord and his Agent shall be provided with a copy of the key(s).

8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.

8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

8.13 Fixtures and Fittings

8.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in

which they were on the Commencement Date.

- 8.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

8.14 Alterations and Redecoration

- 8.14.1 Not to decorate or to make any alterations in or additions to the Premises without the Landlord's written consent such consent not to be unreasonably withheld. Not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent.

- 8.14.2 Not to permit any waste, spoil or destruction to the Premises.

8.15 Empty Premises

- 8.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.

- 8.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.

8.16 Drains

- 8.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.

- 8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

- 8.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

8.17 Affixation of Items

- 8.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage. Any such items must comply with any relevant local council regulations.

- 8.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape, blu tack or similar substances without the Landlord's prior written consent, such consent not to be unreasonably withheld and thereafter make good any resultant damage at the Tenant's expense.

8.18 Washing

- 8.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

8.19 Costs and Charges

- 8.19.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.

- 8.19.2 To pay, unless a court orders otherwise, the Landlord's and his Agent's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement.

- 8.19.3 To pay £30 to the Landlord's Agent as recompense towards the cost of any Bank or other reasonable charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.

- 8.19.4 To pay for the recovery from the Tenant and Guarantor of any rent or other money which is in arrears the sum of £30 per arrears letter.

- 8.19.5 If a Tenant or co-Tenant wishes to leave the Premises before the expiration of the Tenancy and the Landlord agrees, they remain liable for the Rent until a new co-Tenant (deemed suitable by all other co-Tenants and the Landlord's Agent) takes over the Tenancy. The vacating Tenant or co-Tenant also agrees: a) to pay a cancellation fee of £300

incl. VAT to the Landlord's Agents as a result of the change. The remaining co-Tenants will also pay a fee of £36 incl. VAT to cover all necessary amendments, changes and communications and b) to a minimum retention of £50 from their deposit as a contribution to cleaning of the common parts if a full check-out inspection is not possible.

8.20 Refuse

8.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

8.21 Smoking

8.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

8.22 Garden

8.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

8.23 Inventory and Check-Out

8.23.1 To pay a fee of £24 per tenant and £24 per co-tenant for a check-out of the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition of them at the expiry or sooner termination of the tenancy.

8.23.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or the Landlord's Agent to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

8.24 Notices

8.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

8.25 Distance Selling Regulations

8.25.1 The Tenant's rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the tenancy Agreement and paying the rent.

9 THE LANDLORD AGREES WITH THE TENANT as follows:-

9.1 Quiet Enjoyment

9.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

9.2 Insurance

9.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

9.3 Interest and Consents

9.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary

to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

9.4 **Repair**

9.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

9.5 **Taxation**

9.5.1 In the event that the Landlord's normal place of abode is not within the United Kingdom that he will appoint a rent collection Agent in the UK to whom the rent due under the terms of this tenancy agreement will be paid with immediate effect. In default thereof the landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

9.6 **Safety Regulations**

9.6.1 That all the furniture and equipment supplied by the Landlord or his agent within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

9.6.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.

9.6.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

10 **IT IS MUTUALLY AGREED** as follows:-

10.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

10.2 **Rent Review**

10.3 **Repair**

10.3.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

10.4 **Insurable Risks**

10.4.1 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

10.5 **Reimbursement**

10.5.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 7.4 at the end of the tenancy.

10.6 **Data Protection & Confidentiality**

10.6.1 Letting agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers

for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

10.7 Definitions

- 10.7.1 References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable).
- 10.7.2 References to the "Fixtures and Fittings" means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
- 10.7.3 References to "the Term" or "the tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 10.7.4 References in this Agreement to "water charges" include references to sewerage and environmental service charges.
- 10.7.5 "the Deposit" means any single amount of money paid by the Tenant or a Third Party to the Landlord under the tenancy as security against the performance of the Tenant's obligations under the tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the tenancy.
- 10.7.6 "The Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit under, and is a member of, the TDS.
- 10.7.7 "Lead Tenant" means in the case of joint tenants, one of their number who has been nominated to act on their behalf in matters relating to deposit protection and the dispute resolution service, or such other definition as may be included within the current TDS terms and conditions.
- 10.7.8 Where the Deposit is held as "Stakeholder" no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the TDS.
- 10.7.9 "Relevant Persons" mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant e.g. Local authority, parent, or Guarantor.
- 10.7.10 The expression "Landlord" shall include anyone lawfully entitled to the Premises upon the termination of the tenancy.
- 10.7.11 "The Landlord's Agent" or "Agent" means Home Leasing of 18 Hyde Gardens Eastbourne BN21 4PT.
- 10.7.12 "Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if effected
- 10.7.13 "The Check-In Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord, the Landlord's Agent or the Inventory Clerk.
- 10.7.14 "The Tenant" includes anyone to whom the tenancy has been lawfully transferred.
- 10.7.15 "Permitted Occupier", if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
- 10.7.16 Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of **all** rent and **all** liabilities falling upon the Tenants during the tenancy or any extension of it as well as any breach of the Agreement and individually each Tenant is responsible for payment of **all** rent and **all** liabilities falling upon the Tenants as well as any breach of the Agreement until all debts have been discharged in full.
- 10.7.17 Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that.
- 10.7.18 "The Tenancy Deposit Scheme" or "the TDS" means the Tenancy Deposit Scheme administered by The Dispute Service Limited as detailed in the Prescribed Information pages attached to this Agreement.
- 10.7.19 "ICE" is the "Independent Case Examiner of The Dispute Service Limited".
- 10.7.20 The masculine gender includes the feminine gender.

10.8 Council Tax

- 10.8.1 The Tenant shall pay the Council Tax in respect of the Premises up to and including the last day of the Tenancy, irrespective of the date the Tenant vacates the property. Provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay, from the Deposit if necessary, the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable

10.9 Forfeiture

- 10.9.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the

Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

10.10 Notices

- 10.10.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is Home Leasing 72 Western Road Hove BN3 2JQ.
- 10.10.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

10.11 Jurisdiction

- 10.11.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales

SIGNED by the Landlord }

SIGNED by the Agent for and on behalf of the Landlord }

SIGNED by the Tenant }
}
}
}
}
}
}
}

What is the Tenancy Deposit Scheme?

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

Under the Tenancy Deposit Scheme:

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

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

About The Dispute Service

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

What are the legal requirements?

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

The Housing Act also states that:

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

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

The Act allows for deposits to be held in a custodial scheme - the money is held by an independent third party outside the Landlord's control. Or an insurance based scheme – the money is held by the Landlord or their Agent, provided they have suitable insurance arrangements.

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

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

You can view these documents at www.tds.gb.com

Who can join the Tenancy Deposit Scheme?

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

What is an approved body?

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

How are deposits held and protected?

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

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

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

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

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

How are disputes resolved?

The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.

If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.

The party who wishes to put the dispute to TDS must use the **Notification of a Deposit Dispute** form to state the details of the dispute, and provide any relevant supporting documents.

Whoever is holding the deposit must send the disputed amount to TDS.

The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.

The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.

The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

Why is it better to resolve a dispute through the Independent Case Examiner than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

The Independent Case Examiner's successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video).

Do all landlords and agents have to join TDS?

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

How much does it cost to join TDS?

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords.

Provisional subscriptions for corporate landlords are available on application.

Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid.

There is normally no further charge for resolving disputes, which is free to tenants.

Management of TDS

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

Contact details:

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

Tel: 0845 226 7837, Fax: 01442 253 193, Email: deposits@tds.gb.com, Web: www.tds.gb.com

Prescribed information - Housing Act 2004

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.

Landlord:

Deposit Holder:

Tenant:

Property: 155 Queens Park Road, Brighton, BN2 0GH

Deposit: £3600.00

Contact Details – after tenancy ends – name, address, e-mail & mobile phone:

1

2

3

4

5

6

7

- 1 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.
- 2 This Tenancy Agreement contains a section entitled "What is the Tenancy Deposit Scheme?" this explains how the Deposit is protected by the Housing Act 2004.

At the end of the tenancy

- 3 The deposit will be released following the procedures set out in the Tenancy Agreement attached.
- 4 Deductions may be made from the Deposit according to clauses 7.4.1 to 7.4.9 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement
- 5 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 forms part of this tenancy agreement. More detailed information is available on: www.tds.gb.com
- 6 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".

- 7 A formal record of these activities should be made, supported by appropriate documentation.
- 8 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.
- 9 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant:

.....

Signed by Landlord/Agent:

.....

SCHEDULE 2 OF THE

HOUSING ACT 1988 (AS AMENDED)

GROUNDS FOR POSSESSION

ASSURED AND ASSURED SHORTHOLD TENANCIES

GROUND 1 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that possession might be recovered on this ground because:

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

GROUND 2 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that the dwelling-house is subject to a mortgage granted before the beginning of the tenancy and:

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power and for the purposes of this ground "mortgage" includes a charge and "mortgage" shall be construed accordingly.

Signed.....
Landlord/Agent

Dated.....

Received by Tenant.....

Dated.....

**SCHEDULE 2 OF THE
HOUSING ACT 1988 (AS AMENDED)
GROUNDS FOR POSSESSION
ASSURED AND ASSURED SHORTHOLD TENANCIES**

GROUND 1 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that possession might be recovered on this ground because:

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

GROUND 2 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that the dwelling-house is subject to a mortgage granted before the beginning of the tenancy and:

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power and for the purposes of this ground "mortgage" includes a charge and "mortgage" shall be construed accordingly.

Signed.....
Landlord/Agent

Dated.....

Received by Tenant.....

Dated.....

Deposit

- 7.1 The sum of £3705.00 shall be paid by the Tenant to the Landlord/Agent upon the signing of this Agreement by way of security deposit ("the Deposit").
- 7.2 The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme ("TDS").
- 7.3 Any interest earned on the holding of the Deposit will belong to the Agent.
- 7.4 The Deposit has been taken for the following purposes:-
- 7.4.1 Any damage, or compensation for damage, to the Premises, its fixtures and fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
 - 7.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings.
 - 7.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
 - 7.4.4 Any rent or other money due or payable by the Tenant under the tenancy of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
 - 7.4.5 Any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
 - 7.4.6 Any sum repayable by the Landlord to a Local Authority where housing benefits have been paid direct to the Landlord by the Local Authority.
 - 7.4.7 Any damage caused or cleaning required as a result of any pets occupying the Premises either with or without the Landlord's consent.
 - 7.4.8 Any costs, expenses, charges or other monies payable by the Tenant to the Landlord of the Landlord's Agent under this Agreement or any outstanding fees payable to the Landlord.
 - 7.4.9 Any reasonable costs incurred by the Agent or the Landlord through the early termination of the Tenancy by the Tenant.

7.5 Protection of the Deposit

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN, phone 0845 226 7837, email deposits@tds.gb.com, fax 01442 253193

7.6 At the end of the tenancy

- 7.6.1 The Landlord/Agent must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit
 - 7.6.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
 - 7.6.3 The Tenant should try to inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after the termination or earlier ending of the tenancy and the Tenant vacating the Premises. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
 - 7.6.4 If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.6.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
 - 7.6.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 7.6.4 above.
- 7.7 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by the TDS.

- 7.8 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 7.9 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 7.10 The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the Premises. The Landlord will remove and store them for a maximum of one month. The Landlord will notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or from the Deposit and if there are any costs remaining they will remain the Tenant's liability.

7.11

- 7.11.1 In the case of circumstances as set out in Clause 7.10 the Landlord's reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the Deposit.
- 7.11.2 Further, the Tenant shall pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

8 **THE TENANT AGREES WITH THE LANDLORD** as follows:-

8.1 **Rent**

- 8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3 above.
- 8.1.2 The Tenant shall pay to the Landlord interest at the rate of 4% per annum above Barclays Bank Plc base rate from time to time on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.

8.2 **Conditions of Premises, Repair and Cleaning**

- 8.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 8.2.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.
- 8.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear and accidental damage by fire).
- 8.2.4 At the expiration of the tenancy to leave the property in the same standard of cleanliness as specified on the Check-In inventory and schedule of condition. If the standard of cleanliness is not as specified, the Agent or the Landlord will have the property professionally cleaned, the cost being the liability of the Tenant.
- 8.2.5 To keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
- 8.2.6 To never tamper with the fire alarm system, damage the structural integrity of a fire door or remove any door closures
- 8.2.7 To once a month test all smoke or carbon monoxide alarms and inform the Landlord or the Landlord's Agent immediately if they should require maintenance.
- 8.2.8 To pay the call-out charge if the Tenant instructs a service engineer to re-set the system after an alarm has sounded.
- 8.2.9 To notify the Landlord promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures or Fittings for which the Landlord is responsible for repairing.
- 8.2.10 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.

- 8.2.11 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a one month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such Notice then the Landlord may enter the Premises with workmen and carry out such repairs or other works at the Tenant's expense.
- 8.2.12 To keep the windows of the Premises clean.
- 8.2.13 To wash and clean all items that may have become soiled during the Term.
- 8.2.14 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within 1 month prior to the termination of the tenancy.
- 8.2.15 To take all appropriate precautions to ensure adequate ventilation to the Premises and to take all necessary steps to avoid condensation problems arising.

8.3 Access and Inspection

- 8.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.
- 8.3.2 To permit the Premises to be viewed during the tenancy at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.

8.4 Insurance

- 8.4.1 Not to do anything that might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 8.4.3 The Tenant should seriously consider taking out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance affected by the Landlord.

8.5 Assignment

- 8.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent.

8.6 Illegal, Immoral Usage

- 8.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 8.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute and in the event of any breach of this condition then the Landlord shall be entitled to absolutely terminate this agreement without prejudice to the Landlord's right to enforce all of the provisions set out in the agreement in particular, but not limited to, the Tenant's liability in respect of the payment of rent and the Landlord's consequential losses.

8.7 Inflammable Substances and Equipment

- 8.7.1 Not to keep or use any candles, open flame apparatus, paraffin heater, liquefied petroleum gas heater or portable gas heater in the premises. Not to store or bring upon the Premises any substances which are combustible, inflammable or dangerous in nature.

8.8 Nuisance and Noise

- 8.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

8.9 Utilities

- 8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 8.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the tenancy will be apportioned.
- 8.9.3 To notify each supplier of gas, electricity, water and telephone immediately that the tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.
- 8.9.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall pay, to the Landlord the costs incurred in connection with the reconnection of such service (including any arrears).
- 8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

8.10 Animals and Pets

- 8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord. The Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy should any animal or bird kept at the Premises be of a type that may have had fleas or similar parasites.

8.11 Usage

- 8.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

8.12 Locks

- 8.12.1 Not to install or change any locks in the Premises without the Landlord's prior written consent. If the locks are changed or installed with the Landlord's consent, such changes and the making good of any resultant damage will be at the Tenant's expense. The Landlord and his Agent shall be provided with a copy of the key(s).
- 8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.
- 8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

8.13 Fixtures and Fittings

- 8.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
- 8.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

8.14 Alterations and Redecoration

- 8.14.1 Not to decorate or to make any alterations in or additions to the Premises without the Landlord's written consent such consent not to be unreasonably withheld. Not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent.
- 8.14.2 Not to permit any waste, spoil or destruction to the Premises.

8.15 Empty Premises

- 8.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 8.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.

8.16 Drains

- 8.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 8.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

8.17 Affixation of Items

- 8.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage. Any such items must comply with any relevant local council regulations.
- 8.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape, blu tack or similar substances without the Landlord's prior written consent, such consent not to be unreasonably withheld and thereafter make good any resultant damage at the Tenant's expense.

8.18 Washing

- 8.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

8.19 Costs and Charges

- 8.19.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- 8.19.2 To pay, unless a court orders otherwise, the Landlord's and his Agent's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement.
- 8.19.3 To pay £30 to the Landlord's Agent as recompense towards the cost of any Bank or other reasonable charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
- 8.19.4 To pay for the recovery from the Tenant and Guarantor of any rent or other money which is in arrears the sum of £30 per arrears letter.
- 8.19.5 If a Tenant or co-Tenant wishes to leave the Premises before the expiration of the Tenancy and the Landlord agrees, they remain liable for the Rent until a new co-Tenant (deemed suitable by all other co-Tenants and the Landlord's Agent) takes over the Tenancy. The vacating Tenant or co-Tenant also agrees: a) to pay a cancellation fee of £300 incl. VAT to the Landlord's Agents as a result of the change. The remaining co-Tenants will also pay a fee of £36 incl. VAT to cover all necessary amendments, changes and communications and b) to a minimum retention of £50 from their deposit as a contribution to cleaning of the common parts if a full check-out inspection is not possible.

8.20 Refuse

8.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

8.21 **Smoking**

8.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

8.22 **Garden**

8.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

8.23 **Inventory and Check-Out**

8.23.1 To pay a fee of £24 per tenant and £24 per co-tenant for a check-out of the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition of them at the expiry or sooner termination of the tenancy.

8.23.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or the Landlord's Agent to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

8.24 **Notices**

8.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

8.25 **Distance Selling Regulations**

8.25.1 The Tenant's rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the tenancy Agreement and paying the rent.

9 **THE LANDLORD AGREES WITH THE TENANT** as follows:-

9.1 **Quiet Enjoyment**

9.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

9.2 **Insurance**

9.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

9.3 **Interest and Consents**

9.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

9.4 **Repair**

9.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines,

dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

9.5 **Taxation**

9.5.1 In the event that the Landlord's normal place of abode is not within the United Kingdom that he will appoint a rent collection Agent in the UK to whom the rent due under the terms of this tenancy agreement will be paid with immediate effect. In default thereof the landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

9.6 **Safety Regulations**

9.6.1 That all the furniture and equipment supplied by the Landlord or his agent within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

9.6.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.

9.6.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

10 **IT IS MUTUALLY AGREED** as follows:-

10.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

10.2 **Rent Review**

10.3 **Repair**

10.3.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

10.4 **Insurable Risks**

10.4.1 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

10.5 **Reimbursement**

10.5.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 7.4 at the end of the tenancy.

10.6 **Data Protection & Confidentiality**

10.6.1 Letting agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

10.7 **Definitions**

- 10.7.1 References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable).
- 10.7.2 References to the "Fixtures and Fittings" means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
- 10.7.3 References to "the Term" or "the tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 10.7.4 References in this Agreement to "water charges" include references to sewerage and environmental service charges.
- 10.7.5 "the Deposit" means any single amount of money paid by the Tenant or a Third Party to the Landlord under the tenancy as security against the performance of the Tenant's obligations under the tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the tenancy.
- 10.7.6 "The Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit under, and is a member of, the TDS.
- 10.7.7 "Lead Tenant" means in the case of joint tenants, one of their number who has been nominated to act on their behalf in matters relating to deposit protection and the dispute resolution service, or such other definition as may be included within the current TDS terms and conditions.
- 10.7.8 Where the Deposit is held as "Stakeholder" no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the TDS.
- 10.7.9 "Relevant Persons" mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant e.g. Local authority, parent, or Guarantor.
- 10.7.10 The expression "Landlord" shall include anyone lawfully entitled to the Premises upon the termination of the tenancy.
- 10.7.11 "The Landlord's Agent" or "Agent" means Home Leasing of 18 Hyde Gardens Eastbourne BN21 4PT.
- 10.7.12 "Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if effected
- 10.7.13 "The Check-In Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord, the Landlord's Agent or the Inventory Clerk.
- 10.7.14 "The Tenant" includes anyone to whom the tenancy has been lawfully transferred.
- 10.7.15 "Permitted Occupier", if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
- 10.7.16 Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of **all** rent and **all** liabilities falling upon the Tenants during the tenancy or any extension of it as well as any breach of the Agreement and individually each Tenant is responsible for payment of **all** rent and **all** liabilities falling upon the Tenants as well as any breach of the Agreement until all debts have been discharged in full.
- 10.7.17 Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that.
- 10.7.18 "The Tenancy Deposit Scheme" or "the TDS" means the Tenancy Deposit Scheme administered by The Dispute Service Limited as detailed in the Prescribed Information pages attached to this Agreement.
- 10.7.19 "ICE" is the "Independent Case Examiner of The Dispute Service Limited".
- 10.7.20 The masculine gender includes the feminine gender.

10.8 Council Tax

- 10.8.1 The Tenant shall pay the Council Tax in respect of the Premises up to and including the last day of the Tenancy, irrespective of the date the Tenant vacates the property. Provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay, from the Deposit if necessary, the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable

10.9 Forfeiture

- 10.9.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

10.10 Notices

- 10.10.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is Home Leasing 72 Western Road Hove BN3 2JQ.

10.10.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

10.11 **Jurisdiction**

10.11.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales

SIGNED by the Landlord }

SIGNED by the Agent for and on behalf of the Landlord }

SIGNED by the Tenant }
}
}
}
}
}
}

What is the Tenancy Deposit Scheme?

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

Under the Tenancy Deposit Scheme:

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

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

About The Dispute Service

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

What are the legal requirements?

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

The Housing Act also states that:

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

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

The Act allows for deposits to be held in a custodial scheme - the money is held by an independent third party outside the Landlord's control. Or an insurance based scheme – the money is held by the Landlord or their Agent, provided they have suitable insurance arrangements.

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

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

You can view these documents at www.tds.gb.com

Who can join the Tenancy Deposit Scheme?

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

What is an approved body?

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

How are deposits held and protected?

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

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

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

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

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

How are disputes resolved?

The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.

If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.

The party who wishes to put the dispute to TDS must use the **Notification of a Deposit Dispute** form to state the details of the dispute, and provide any relevant supporting documents.

Whoever is holding the deposit must send the disputed amount to TDS.

The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.

The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.

The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

Why is it better to resolve a dispute through the Independent Case Examiner than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

The Independent Case Examiner's successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video).

Do all landlords and agents have to join TDS?

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

How much does it cost to join TDS?

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords.

Provisional subscriptions for corporate landlords are available on application.

Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid.

There is normally no further charge for resolving disputes, which is free to tenants.

Management of TDS

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

Contact details:

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

Tel: 0845 226 7837, Fax: 01442 253 193, Email: deposits@tds.gb.com, Web: www.tds.gb.com

Prescribed information - Housing Act 2004

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.

Landlord:

Deposit Holder:

Tenant:

Property: 155 Queens Park Road, Brighton, BN2 0GH

Deposit: £3705.00

Contact Details – after tenancy ends – name, address, e-mail & mobile phone:

1

2

3

4

5

6

7

- 1 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.

- 2 This Tenancy Agreement contains a section entitled "What is the Tenancy Deposit Scheme?" this explains how the Deposit is protected by the Housing Act 2004.

At the end of the tenancy

- 3 The deposit will be released following the procedures set out in the Tenancy Agreement attached.
- 4 Deductions may be made from the Deposit according to clauses 7.4.1 to 7.4.9 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement
- 5 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 forms part of this tenancy agreement. More detailed information is available on: www.tds.gb.com
- 6 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".
- 7 A formal record of these activities should be made, supported by appropriate documentation.
- 8 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.
- 9 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant:

.....
.....

Signed by Landlord/Agent:

.....

**SCHEDULE 2 OF THE
HOUSING ACT 1988 (AS AMENDED)
GROUNDS FOR POSSESSION
ASSURED AND ASSURED SHORTHOLD TENANCIES**

GROUND 1 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that possession might be recovered on this ground because:

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

GROUND 2 NOTICE

The Landlord **HEREBY GIVES NOTICE** to the Tenant that the dwelling-house is subject to a mortgage granted before the beginning of the tenancy and:

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power and for the purposes of this ground "mortgage" includes a charge and "mortgage" shall be construed accordingly.

Signed.....
Landlord/Agent

Dated.....

Received by Tenant.....

Dated.....

ASSURED SHORTHOLD TENANCY AGREEMENT

[With the Dispute Service Tenancy Deposit Scheme]

THIS AGREEMENT is made the [] day of [] 20

BETWEEN:

c/o

AND

IT IS AGREED as follows:-

1) The Landlord lets to the Tenant the residential premises known as:

155 Queens Park Road
Brighton
BN2 0GH ("the Premises")

2) The tenancy shall be from and including the 23 day of August 2019 ("the Commencement Date") to and including the 22 day of August 2020 ("the Expiration Date"), ("the Term").

3) The Tenant shall pay to the Landlord or the Landlord's Agent (Home Leasing) by way of rent the amount of £2710.00 per calendar month by Bank Standing Order to Home Leasing Ltd exclusive of Council Tax and water charges payable in advance on day 23 of each month during the Term the first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.

4) 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 recovery of possession provided for by virtue of Section 21 of that Act.

5) Where the tenancy shall include the Landlord's fixtures and fittings ("the Fixtures & Fittings") in the Premises this includes, amongst other things, all matters specified in an Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition").

6) If the Tenant intends to vacate the property at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one month's Notice in writing which must be given so that it expires the day before a Rent Due Date.

Deposit

- 7.1 The sum of £3125.00 shall be paid by the Tenant to the Landlord/Agent upon the signing of this Agreement by way of security deposit ("the Deposit").
- 7.2 The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme ("TDS").
- 7.3 Any interest earned on the holding of the Deposit will belong to the Agent.
- 7.4 The Deposit has been taken for the following purposes:-
- 7.4.1 Any damage, or compensation for damage, to the Premises, its fixtures and fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
 - 7.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings.
 - 7.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
 - 7.4.4 Any rent or other money due or payable by the Tenant under the tenancy of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
 - 7.4.5 Any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
 - 7.4.6 Any sum repayable by the Landlord to a Local Authority where housing benefits have been paid direct to the Landlord by the Local Authority.
 - 7.4.7 Any damage caused or cleaning required as a result of any pets occupying the Premises either with or without the Landlord's consent.
 - 7.4.8 Any costs, expenses, charges or other monies payable by the Tenant to the Landlord of the Landlord's Agent under this Agreement or any outstanding fees payable to the Landlord.
 - 7.4.9 Any reasonable costs incurred by the Agent or the Landlord through the early termination of the Tenancy by the Tenant.

7.5 Protection of the Deposit

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN, phone 0845 226 7837, email deposits@tds.gb.com, fax 01442 253193

7.6 At the end of the tenancy

- 7.6.1 The Landlord/Agent must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit
 - 7.6.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
 - 7.6.3 The Tenant should try to inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after the termination or earlier ending of the tenancy and the Tenant vacating the Premises. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
 - 7.6.4 If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.6.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
 - 7.6.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 7.6.4 above.
- 7.7 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by the TDS.

- 7.8 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 7.9 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 7.10 The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the Premises. The Landlord will remove and store them for a maximum of one month. The Landlord will notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or from the Deposit and if there are any costs remaining they will remain the Tenant's liability.

7.11

- 7.11.1 In the case of circumstances as set out in Clause 7.10 the Landlord's reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the Deposit.
- 7.11.2 Further, the Tenant shall pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

8 **THE TENANT AGREES WITH THE LANDLORD** as follows:-

8.1 **Rent**

- 8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3 above.
- 8.1.2 The Tenant shall pay to the Landlord interest at the rate of 3% above Bank of England base rate per annum from time to time on any rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.

8.2 **Conditions of Premises, Repair and Cleaning**

- 8.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 8.2.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.
- 8.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear and accidental damage by fire).
- 8.2.4 At the expiration of the tenancy to leave the property in the same standard of cleanliness as specified on the Check-In inventory and schedule of condition. If the standard of cleanliness is not as specified, the Agent or the Landlord will have the property professionally cleaned, the cost being the liability of the Tenant.
- 8.2.5 To keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
- 8.2.6 To never tamper with the fire alarm system, damage the structural integrity of a fire door or remove any door closures
- 8.2.7 To once a month test all smoke or carbon monoxide alarms and inform the Landlord or the Landlord's Agent immediately if they should require maintenance.
- 8.2.8 To pay the call-out charge if the Tenant instructs a service engineer to re-set the system after an alarm has sounded.
- 8.2.9 To notify the Landlord promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures or Fittings for which the Landlord is responsible for repairing.
- 8.2.10 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.

- 8.2.11 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a one month of the service of such notice or sooner where appropriate and if the Tenant shall fail to comply with such Notice then the Landlord may enter the Premises with workmen and carry out such repairs or other works at the Tenant's expense.
- 8.2.12 To keep the windows of the Premises clean.
- 8.2.13 To wash and clean all items that may have become soiled during the Term.
- 8.2.14 To have all chimneys and flues (if used) thoroughly swept and cleaned as often as necessary and within 1 month prior to the termination of the tenancy.
- 8.2.15 To take all appropriate precautions to ensure adequate ventilation to the Premises and to take all necessary steps to avoid condensation problems arising.

8.3 Access and Inspection

- 8.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.
- 8.3.2 To permit the Premises to be viewed during the tenancy at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.

8.4 Insurance

- 8.4.1 Not to do anything that might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 8.4.3 The Tenant should seriously consider taking out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance affected by the Landlord.

8.5 Assignment

- 8.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent.

8.6 Illegal, Immoral Usage

- 8.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 8.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute and in the event of any breach of this condition then the Landlord shall be entitled to absolutely terminate this agreement without prejudice to the Landlord's right to enforce all of the provisions set out in the agreement in particular, but not limited to, the Tenant's liability in respect of the payment of rent and the Landlord's consequential losses.

8.7 Inflammable Substances and Equipment

- 8.7.1 Not to keep or use any candles, open flame apparatus, paraffin heater, liquefied petroleum gas heater or portable gas heater in the premises. Not to store or bring upon the Premises any substances which are combustible, inflammable or dangerous in nature.

8.8 Nuisance and Noise

- 8.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

8.9 Utilities

- 8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 8.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the tenancy will be apportioned.
- 8.9.3 To notify each supplier of gas, electricity, water and telephone immediately that the tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.
- 8.9.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall pay, to the Landlord the costs incurred in connection with the reconnection of such service (including any arrears).
- 8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

8.10 Animals and Pets

- 8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord. The Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy should any animal or bird kept at the Premises be of a type that may have had fleas or similar parasites.

8.11 Usage

- 8.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

8.12 Locks

- 8.12.1 Not to install or change any locks in the Premises without the Landlord's prior written consent. If the locks are changed or installed with the Landlord's consent, such changes and the making good of any resultant damage will be at the Tenant's expense. The Landlord and his Agent shall be provided with a copy of the key(s).
- 8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.
- 8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

8.13 Fixtures and Fittings

- 8.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
- 8.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

8.14 Alterations and Redecoration

- 8.14.1 Not to decorate or to make any alterations in or additions to the Premises without the Landlord's written consent such consent not to be unreasonably withheld. Not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent.
- 8.14.2 Not to permit any waste, spoil or destruction to the Premises.

8.15 Empty Premises

- 8.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 8.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.

8.16 Drains

- 8.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 8.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse. Including, but not limited to, disposal of food, hair and sanitary products in wc's, sinks and basins.

8.17 Affixation of Items

- 8.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage. Any such items must comply with any relevant local council regulations.
- 8.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape, blu tack or similar substances without the Landlord's prior written consent, such consent not to be unreasonably withheld and thereafter make good any resultant damage at the Tenant's expense.

8.18 Washing

- 8.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

8.19 Costs and Charges

- 8.19.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- 8.19.2 To pay, unless a court orders otherwise, the Landlord's and his Agent's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement.
- 8.19.3 To reimburse the Landlord or Landlord's Agent for the cost of any Bank or other reasonable charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
- 8.19.4 If a Tenant or co-Tenant wishes to leave the Premises before the expiration of the Tenancy, and the Landlord agrees, they remain liable for the Rent until a new co-Tenant (deemed suitable by all other co-Tenants and the Landlord's Agent) takes over the Tenancy. The remaining Tenant or co-Tenants also agree to compensate the Landlord's Agent a maximum of £48 per person to cover all necessary amendments, changes, communications and administration. The vacating Tenant or co-Tenant also agrees: a) To reimburse the Landlord and Landlord's Agent for the reasonable administration costs and fees associated with this process and b) to a minimum retention of £50 from their deposit as a contribution to cleaning of the common parts if a full check-out inspection is not possible.

8.20 Refuse

8.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

8.21 **Smoking**

8.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

8.22 **Garden**

8.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

8.23 **Inventory and Check-Out**

8.23.1 To compensate the Landlord or Landlord's Agent, at a rate of £36 per half hour, for time spent organising works found to be necessary after the check-out of the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition of them at the expiry or sooner termination of the tenancy.

8.23.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or the Landlord's Agent to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

8.24 **Notices**

8.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

8.25 **Distance Selling Regulations**

8.25.1 The Tenant's rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the tenancy Agreement and paying the rent.

9 **THE LANDLORD AGREES WITH THE TENANT** as follows:-

9.1 **Quiet Enjoyment**

9.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

9.2 **Insurance**

9.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

9.3 **Interest and Consents**

9.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

9.4 **Repair**

9.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the

Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

9.5 **Taxation**

9.5.1 In the event that the Landlord's normal place of abode is not within the United Kingdom that he will appoint a rent collection Agent in the UK to whom the rent due under the terms of this tenancy agreement will be paid with immediate effect. In default thereof the landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

9.6 **Safety Regulations**

9.6.1 That all the furniture and equipment supplied by the Landlord or his agent within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

9.6.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.

9.6.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

10 **IT IS MUTUALLY AGREED** as follows:-

10.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

10.2 **Rent Review**

10.3 **Repair**

10.3.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

10.4 **Insurable Risks**

10.4.1 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

10.5 **Reimbursement**

10.5.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 7.4 at the end of the tenancy.

10.6 **Data Protection & Confidentiality**

10.6.1 Letting agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the General Data Protection Regulation you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

10.7 **Definitions**

- 10.7.1 References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable).
- 10.7.2 References to the "Fixtures and Fittings" means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
- 10.7.3 References to "the Term" or "the tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 10.7.4 References in this Agreement to "water charges" include references to sewerage and environmental service charges.
- 10.7.5 "the Deposit" means any single amount of money paid by the Tenant or a Third Party to the Landlord under the tenancy as security against the performance of the Tenant's obligations under the tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the tenancy.
- 10.7.6 "The Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit under, and is a member of, the TDS.
- 10.7.7 "Lead Tenant" means in the case of joint tenants, one of their number who has been nominated to act on their behalf in matters relating to deposit protection and the dispute resolution service, or such other definition as may be included within the current TDS terms and conditions.
- 10.7.8 Where the Deposit is held as "Stakeholder" no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the TDS.
- 10.7.9 "Relevant Persons" mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant e.g. Local authority, parent, or Guarantor.
- 10.7.10 The expression "Landlord" shall include anyone lawfully entitled to the Premises upon the termination of the tenancy.
- 10.7.11 "The Landlord's Agent" or "Agent" means Home Leasing of 64 Queens Road Brighton BN1 3XD.
- 10.7.12 "Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if effected
- 10.7.13 "The Check-In Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord, the Landlord's Agent or the Inventory Clerk.
- 10.7.14 "The Tenant" includes anyone to whom the tenancy has been lawfully transferred.
- 10.7.15 "Permitted Occupier", if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
- 10.7.16 Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of **all** rent and **all** liabilities falling upon the Tenants during the tenancy or any extension of it as well as any breach of the Agreement and individually each Tenant is responsible for payment of **all** rent and **all** liabilities falling upon the Tenants as well as any breach of the Agreement until all debts have been discharged in full.
- 10.7.17 Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that.
- 10.7.18 "The Tenancy Deposit Scheme" or "the TDS" means the Tenancy Deposit Scheme administered by The Dispute Service Limited as detailed in the Prescribed Information pages attached to this Agreement.
- 10.7.19 "ICE" is the "Independent Case Examiner of The Dispute Service Limited".
- 10.7.20 The masculine gender includes the feminine gender.

10.8 Council Tax

- 10.8.1 The Tenant shall pay the Council Tax in respect of the Premises up to and including the last day of the Tenancy, irrespective of the date the Tenant vacates the property. Provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay, from the Deposit if necessary, the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable

10.9 Forfeiture

- 10.9.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

10.10 Notices

- 10.10.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is Home Leasing 72 Western Road Hove BN3 2JQ.
- 10.10.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices

served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

10.11 Jurisdiction

10.11.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales

SIGNED by the Landlord }

SIGNED by the Agent for and on behalf of the Landlord}

SIGNED by the Tenant }
}
}
}
}
}
}
}

What is the Tenancy Deposit Scheme?

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

Under the Tenancy Deposit Scheme:

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

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

About The Dispute Service

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

What are the legal requirements?

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

The Housing Act also states that:

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

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

The Act allows for deposits to be held in a custodial scheme - the money is held by an independent third party outside the Landlord's control. Or an insurance based scheme – the money is held by the Landlord or their Agent, provided they have suitable insurance arrangements.

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

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

You can view these documents at www.tds.gb.com

Who can join the Tenancy Deposit Scheme?

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

What is an approved body?

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

How are deposits held and protected?

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

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

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

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

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

How are disputes resolved?

The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.

If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.

The party who wishes to put the dispute to TDS must use the **Notification of a Deposit Dispute** form to state the details of the dispute, and provide any relevant supporting documents.

Whoever is holding the deposit must send the disputed amount to TDS.

The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.

The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.

The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

Why is it better to resolve a dispute through the Independent Case Examiner than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

The Independent Case Examiner's successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video).

Do all landlords and agents have to join TDS?

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

How much does it cost to join TDS?

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords.

Provisional subscriptions for corporate landlords are available on application.

Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid.

There is normally no further charge for resolving disputes, which is free to tenants.

Management of TDS

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

Contact details:

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

Tel: 0845 226 7837, Fax: 01442 253 193, Email: deposits@tds.gb.com, Web: www.tds.gb.com

Prescribed information - Housing Act 2004

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.

Landlord:

Deposit Holder:

Tenant:

Property: 155 Queens Park Road, Brighton, BN2 0GH

Deposit: £3125.00

Contact Details – after tenancy ends – name, address, e-mail & mobile phone:

1

2

3

4

5

6

7

- 1 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.

- 2 This Tenancy Agreement contains a section entitled "What is the Tenancy Deposit Scheme?" this explains how the Deposit is protected by the Housing Act 2004.

At the end of the tenancy

- 3 The deposit will be released following the procedures set out in the Tenancy Agreement attached.
- 4 Deductions may be made from the Deposit according to clauses 7.4.1 to 7.4.9 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement
- 5 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 forms part of this tenancy agreement. More detailed information is available on: www.tds.gb.com
- 6 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".
- 7 A formal record of these activities should be made, supported by appropriate documentation.
- 8 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.
- 9 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant:

.....
.....

Signed by Landlord/Agent:

.....