

ASSURED SHORTHOLD TENANCY AGREEMENT

[This document should not be used to create a tenancy where the initial fixed term is to be for more than three years;
you should consult a Solicitor, as such an agreement must be created by Deed]

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

If completing this Agreement by hand make sure all information inserted is readable

The Name and Address of the Letting Agent (if any) who arranged this tenancy is :-

Robert Oulsnam & Company

79 Hewell Road

Barnt Green

Birmingham

B45 8NL

Tel 0121 445 7410

DEFINITIONS

The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

<i>The premises</i>	The premises include all, or any parts of the dwelling-house, gardens, paths, fences, boundaries or other out buildings which form part of the let. Where the premises form only part of another property (e.g. in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.
<i>Binding Date</i>	A tenancy agreement is not, technically, a legally binding contract until it has been “executed” by being Dated, after both parties (or their authorised representatives) have signed; although it might be possible for either party to take legal action against the other if they withdraw prior to this date.
<i>Landlord</i>	A person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises.
<i>Tenant</i>	A person, or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.
<i>Joint and several liability</i>	The expression joint and several liability means that jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of the Agreement until all payments have been made in full. A maximum of four people can be such joint tenants.
<i>Superior landlord</i>	People, or persons, to whom the ownership or interest in the Leasehold premises might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.
<i>Head or Superior lease</i>	Means a Lease (if any) under which the landlord himself holds, or owns the premises and which contains the obligations of which the landlord, or his tenants in turn, may be bound.
<i>Fixtures and fittings</i>	References to fixtures and fittings relate to any of the landlord’s furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.
<i>The term or the tenancy</i>	References to the term or the tenancy include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the period set out in clause 1.9
<i>(security) Deposit held as “stakeholder”</i>	This means that at the end of the tenancy, the two parties to the tenancy agreement should jointly agree on the apportionment of any deductions from the deposit, e.g. for costs or compensation for damage, or for breaches of, or failure to comply with, the tenant’s obligations. Any portion in dispute should not be paid over to, or taken by, either party until and unless mutual agreement is reached, or unless an appropriate third party makes a decision.
<i>Consent of the landlord or his agent</i>	Where the consent of the Landlord or his Agent is required for the tenant to carry out some action it is strongly recommended that where such consent is granted, the tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.
<i>Water charges</i>	This includes charges, rates or costs relating to water, sewerage and environmental services
<i>Utilities</i>	This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.
<i>Stamp Duty</i>	Failure to have the Original of this agreement or the Counterpart (e.g. either half) stamped (if required) by the Inland Revenue and pay any appropriate duty within 30 days of commencement of the tenancy, may result in a penalty or fine and the agreement not being accepted as evidence in court. (See Inland Revenue leaflet No. SO8 "Stamp Duty on Agreements Securing Short Tenancies" for details)
<i>Masculine & feminine and singular & plural</i>	Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
<i>Agent</i>	Any letting or managing agent, or any other duly authorised person, notified to the tenant, who is acting from time to time on behalf of the landlord.
<i>Month / Monthly</i>	Means a calendar month.
<i>Inventory and or Schedule of Condition</i>	This refers to any document prepared by the landlord, the agent or an inventory clerk and provided to the tenant detailing the landlord’s fixtures, fittings, furnishings, equipment etc., the decor and condition of the premises generally. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the tenancy. Any significant mistakes, misdescription or other amendments should be notified to the landlord or his agent as soon as practicable after the tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.
<i>ICE</i>	Independent Case Examiner of The Dispute Service Ltd
<i>The Deposit Holder</i>	The deposit holder mentioned in the prescribed pages is the firm or company who holds the deposit and is a member of the TDS.

Member

An estate agent who is a member of ARLA and The Dispute Service and who has undertaken to abide by all provisions of the code of practice.

1 SUMMARY of CORE TERMS

1.1 Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding DATE of this contract

1.2 Name(s) of LANDLORD(S) :

<<LNAME>>

1.3 ADDRESS for Landlord(s) :

<<LADD1>>
<<LADD2>>
<<LADD3>>
<<LADD4>>
<<LPSTCD>>

IMPORTANT: - A landlord is required by law (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987) to provide a tenant with his address when making written demands for rent **and** if that address **is not** in England and Wales, provide an address in England and Wales at which notices (including notices in proceedings) may be sent to or served on the landlord, by the tenant.

THEREFORE, Where the address for the landlord inserted at **1.3 is not** in England and Wales **you must insert,** in clause **1.4,** an alternative address for the landlord (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987), which **is** in England and Wales.

1.4 Alternative ADDRESS for Landlord (if applicable) :

<<&ENTER OFFICE ADDRESS IF LANDLORD OVERSEAS>>

1.5 Name(s) of TENANT(S) :

<<TYNAME>>

1.6 ADDRESS of Tenant(s) :

<<&Tenaants current address>>

1.7 ADDRESS of PREMISES to be LET :

<<PADD1>>
<<PADD2>>
<<PADD3>>
<<PADD4>>
<<PPSTCD>>

1.8 EXCLUSIONS from the Let premises (e.g. Garage or other out buildings etc)

1.9 Initial TERM of the tenancy will be : <<&type in term>> months

COMMENCEMENT date; from and including : <<TYSTART>>

EXPIRY date; to and including : <<&Type in expiry date>>

1.10 RENT £ <<TYRENT>> per month

Rent is payable in advance and is due upon the <<&Rent payable date>> day of each rental period and the first payment is to be made on or before the signing of this agreement.

1.11 A security **DEPOSIT** of <<TYDEPFULL>> Is to be paid on or before the signing of this agreement by the tenant to the Landlord/Agent

1.12 The **LETTING AGENT** will hold the security deposit referred to in clause **1.11** as **STAKEHOLDER** between the parties and any interest will belong to the Agent.

The Deposit is held by Robert Oulsnam & Company as stakeholder. The agent is a member of the Tenancy Deposit Scheme.

The deposit will be held in a Barclays Bank Account, sort code 20 77 62, account number 43786986 titled Robert Oulsnam & Company Lettings Tenants Deposit 2 Clients Account and interest is retained by Robert Oulsnam & Company.

1.13 If the landlord has provided, prior to commencement of the tenancy, a copy of registration and acceptance of an approved deposit scheme. The deposit monies will be forwarded to the landlord at the commencement of the tenancy. At the end of the tenancy and mediation regarding the deposit return and deductions will be made between landlord and tenant. The lettings agent will have no involvement with the process.

1.14 Purpose of the deposit

The Deposit has been taken for the following purposes (delete those which do not apply)

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.

The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property/premises for which the tenant is liable (delete whichever does not apply).

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

At the end of the tenancy

The Agent/Member must tell the tenant within 10 working days* of the end of the tenancy if they propose to make any deductions from the Deposit. 10

If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

The Tenant should try to inform the Member/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 property. The period may not be reduced to less than 14 days. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

If, after 10 working days* following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for

adjudication. All parties agree to co-operate with the adjudication.

The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (insert numbers) above.

** These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent. 11*

2. TENANT'S OBLIGATIONS

PLEASE NOTE: These are the things that the tenant agrees to do or not to do. It is important for the tenant to understand what he must or must not do. If the tenant breaks, or does not comply with any of these obligations, the landlord may be entitled to claim damages or compensation from the tenant, or to seek other legal remedies against the tenant, including the possibility of eviction.

The tenant(s) agree(s) to the following:

• GENERAL LIABILITIES, SERVICES AND UTILITIES

- 2.1** As joint and several tenants to be responsible and liable for all obligations under this agreement
- 2.2** To pay the rent, whether formally demanded or not, and all other sums due to the landlord on time. Payments by other persons on behalf of the tenants will be considered as if payments from the tenants. The landlord reserves the right to charge interest (calculated from day to day) at 3% over the Bank of England base rate on late payments and the landlord may recover the interest as though it were rent.
- 2.3** To occupy the premises as the tenant's only or principal home.
- 2.4** To be held liable for the fair net costs involved in carrying out repair and maintenance to the premises or its fixtures or fittings where such action is required as a result of negligence, or significant breach of this agreement, or miss-use, by the tenant or his invited guests or visitors.
- 2.5** To be responsible for payment of Council Tax (or any other similar charge replacing the Council Tax) during the tenancy in respect of the premises or, if the landlord pays it, to reimburse the landlord.
- 2.6** To be responsible for the payment of all associated charges in respect of the use and supply at the premises during the tenancy of any telephone service, of electricity, gas, oil and any other relevant fuels, water and environmental services etc.
- 2.7** Where the premises are served by a septic tank or cesspit or similar, to be responsible for the reasonable costs of emptying or clearing such facilities, as required, during the tenancy.
- 2.8** To notify, at commencement of the tenancy, the local authority responsible for the collection of Council Tax and the suppliers of such services or utilities of the tenant's liability for their charges and to have all such accounts transferred into the tenant's name for the duration of the tenancy.
- 2.9** Where the tenant allows, either by default of payment or by specific instruction, the utility or other services to be cut off, either during, or at the end of the tenancy, to pay or be liable to pay, the costs associated with re connecting or resuming those services.
- 2.10** Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the premises.
- 2.11** Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins, or a pre-paid card, or key, without the prior consent of the landlord or his agent which will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.12** Not to change the supplier of the domestic utilities or services referred to in the above clauses without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, the tenant undertakes to promptly provide the landlord or his agent with full details of the new supplier and account numbers etc. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* The landlord or his agent reserves the right to

withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

- 2.13** Not to change or transfer any existing telephone number at the premises without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, the tenant undertakes to promptly provide the landlord or his agent with the details of the new number and, at the request of the landlord, pay the telephone companies reasonable standard costs of storing the landlord's number for re-use at the end of the tenancy. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)*
- 2.14** If the tenant brings into the premises any gas appliance(s), he must ensure they are safe to use and are properly connected to the appropriate pipework in the premises by a suitably qualified gas safety engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the premises.
- 2.15** Where the tenant is notified prior to commencement of the tenancy, in writing or by the provision of copy documents, of any agreements or restrictions contained in any superior or head lease affecting the premises which may bind the landlord (and his tenant) in the use or occupation of the premises, not to break such agreements or restrictions.
- 2.16** Not to use the premises, or knowingly allow it to be used, for illegal or immoral purposes and that includes the use of any illegal drugs which are or become prohibited or restricted by statute.
- 2.17** For the duration of the tenancy, to pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the premises.
- 2.18** To use the premises only as a single private residence for the occupation of the tenant and not to carry on any formal or registered trade, business or profession there.
- 2.19** Not to sublet, take in lodgers or paying guests without the landlord or his agent's prior consent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.20** Not to assign the tenancy of the premises or any part of it without the landlord's prior consent, which will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* The tenant will be liable for the reasonable fees and expenses incurred by the landlord in arranging any assignment granted.
- 2.21** As quickly as is practical after receipt, to send to the landlord or his agent any formal or legal notice or orders or other similar document delivered to the premises by a third party which relate to, or might significantly affect, the premises, its boundaries or adjacent properties.
- 2.22** To pay, or be liable to pay, the reasonable net costs incurred by the landlord, or his agent or professional advisers, in successfully enforcing or remedying a notable breach of, or significant failure to comply with, the obligations of the tenant under this agreement.
- 2.23** To be liable at any time to reimburse the landlord or his agent any sums which the landlord or his agent is required to repay to the local authority in respect of Housing Benefit which has been paid direct to the landlord or his agent on behalf of the tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the tenant.
- 2.24** To be liable for any costs incurred whereby a contractor attends the property and either there is no fault or you were not there to attend and the call out had to be abandoned, or whereby the problem could easily be rectified by you
- **INSURANCE** *(For the avoidance of doubt, the tenant's belongings, furnishings or equipment within the premises are his and are not covered by any insurance policy maintained by the landlord)*
- 2.25** In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the landlord's premises or its contents, to promptly inform the authorities as appropriate and the landlord or his agent as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the landlord or his agent to assess whether to make a claim on any relevant insurance policy.
- 2.26** Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by

invited guests or visitors, which leads to devastation, harm or ruin of the premises or its contents.

- 2.27** To reimburse the landlord for any excess sum, up to a maximum of £100, payable under the landlord's insurance policy for each and any claim on the landlord's policy resulting from any action or inaction on the part of the tenant, his invited visitors or guests in breach of this agreement.

• **LOCKS AND SECURITY**

- 2.28** Before leaving the premises empty or unoccupied for any continuous period in excess of 14 days, to notify the landlord or his agent in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the premises and its contents whilst being left empty or unoccupied.
- 2.29** Not to change any burglar alarm codes (if any) without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, to promptly provide the landlord or his agent with the relevant new code. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)*
- 2.30** Not to change, alter, add to or otherwise damage any locks or bolts on the premises (except in the case of an emergency) without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* Where any new or additional locks or bolts are fitted to the property, to promptly provide the landlord or his agent with an appropriate set of keys.
- 2.31** If any lock or bolt is installed or changed on or in the premises without the prior consent of the landlord or his agent to remove them if so required by the landlord or his agent and be responsible for the fair costs of making good any resultant damage to the premises or spoilage of decoration.
- 2.32** To take adequate precautions to keep the premises, including its external doors and windows, locked and secured, and any burglar alarm set, when the premises are empty.
- 2.33** During the tenancy, to take such reasonable precautions expected of a householder to keep the premises free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.

• **GARDEN**

- 2.34** Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the landlord's prior consent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)*
- 2.35** To cut the grass (if any) of the premises with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated, as at commencement of the tenancy.

• **USE OF THE PREMISES, FIXTURES AND FITTINGS IN A TENANT LIKE MANNER**

These clauses should not be taken as an exhaustive list.

- 2.36** To take reasonable and proper care in the use of the premises, its fixtures and fittings and not to deliberately damage or alter the premises, its decor, fixtures and fittings either internally or externally.
- 2.37** At least once every nine-months of the tenancy to have any working chimneys, made use of by the tenant, swept by an appropriate person and retain a suitable record, receipt or invoice to demonstrate compliance with this clause.
- 2.38** To clean or have cleaned both internally and externally all reasonably accessible windows of the premises as necessary during the tenancy, and within one month prior to the end of the tenancy.
- 2.39** Where the tenant, his invited guests or visitors are responsible by any action for any cracked or broken windows or door glass on the premises, to promptly repair or replace such glass to the required specification and be liable for the costs involved.
- 2.40** To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical

adaptors or extension cables when connecting appliances to the mains electric system.

- 2.41 To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses etc. as and when necessary during the tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the tenancy.
- 2.42 To test at regular intervals any smoke alarms fitted in the premises and replace any battery in an alarm, which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the landlord or his agent. Testing monthly is generally considered an appropriate frequency for smoke alarms.
- 2.43 To be responsible for unblocking or clearing stoppages in any sink, or basin, or toilet, or waste pipe which serve such fixtures if they become blocked with the tenant's waste, or as a result of the actions or inactions of the tenant (or his invited visitors or guests) in breach of obligations under this agreement.

- **THE PREMISES, ITS FIXTURES AND FITTINGS**

- 2.44 Not to alter the appearance or decoration or structure of the premises or its fixtures or fittings either internally or externally without first obtaining the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)*
- 2.45 To take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the premises.
- 2.46 To notify the landlord or his agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the premises which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the premises itself. The tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
- 2.47 Not to keep on, or bring into the premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the premises or the health of its occupants or of the neighbours.
- 2.48 To take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November to February, to prevent damage by frost or freezing occurring to the premises, its fixtures or fittings.
- 2.49 Not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the premises (either externally or internally) without first obtaining the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* Where granted, the tenant will meet all costs of installation and subsequent removal and the reasonable costs of making good of any resultant damage or redecoration if so required by the landlord. The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.50 Not to do anything at the premises (including the playing of excessively loud music) which is a nuisance or annoyance or causes damage to the premises or adjacent or adjoining premises or neighbours or might reasonably be considered to be anti-social behaviour.
- 2.51 Not to remove from the premises any of the landlord's fixtures or fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the landlord or his agent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy are returned, within reason, to the same places from which they were removed.
- 2.52 Not to fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and to make good at the end of the tenancy, or be liable for the fair costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal.
- 2.53 Not to store or keep on the premises or any communal car park any boat, caravan or commercial vehicle without the prior consent of the landlord or his agent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)* Such consent not to be

unreasonably withheld. The landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

- 2.54 Not to repair cars, motorcycles, vans or other commercial vehicles at the premises apart from general maintenance, from time to time, to a vehicle of which the tenant is the registered keeper.
- 2.55 To take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the premises, its fixtures and fittings.
- 2.56 Where the tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the premises set out under this agreement, the tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks, or within any alternative time scale agreed with the landlord or his agent, or earlier if urgency requires it, of being asked in writing to do so by the landlord or his agent. After that time, the landlord or his agent may notify the tenant that the landlord is arranging for the work to be done and in such circumstances the tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

- **ACCESS AND INSPECTION** *(Co-operating with the landlord or his agent)*

- 2.57 We may keep keys to the property and building which we will use to gain access to the property for viewings, inspections or to carry out general maintenance, repairs and safety inspections providing a minimum of 24 hours notice is given.
- 2.58 During the last two months of the tenancy, upon a minimum of 24 hours prior written notification, to permit the premises to be viewed during working hours and or at other reasonable times including at week-ends by prospective tenants or purchasers who are authorised to do so by the landlord or his appointed agent. Except where mutually agreed otherwise with the tenant, the landlord or his authorised agent or representative will accompany these viewing appointments.
- 2.59 During the last two months of the tenancy to permit, at the discretion of the landlord or his agent, a For Sale or To Let board to be displayed on the premises.
- 2.60 In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisors, access to the landlord's premises in order to carry out any work required to the premises or their neighbouring property under the Party Walls etc. Act 1996.
- 2.61 To permit the landlord or his agent or authorised workman, from time to time upon a minimum of 24 hours prior written notification (except in the case of emergency), to enter the premises during working hours and or at other reasonable times including at week-ends, to inspect the premises for any reason, Check its fixtures and fittings, and to do work which might be required from time to time in order to fulfil obligations under this agreement or relevant legislation.
- 2.62 Where the property is fully managed by Robert Oulsnam & Company, A quarterly inspection will be carried out and you are required to provide access. If we make a visit to the property and you do not provide access then a fee of £30 will be due.

- **AT THE END OF THE TENANCY**

- 2.63 To clean to (or pay for the cleaning to) a good standard, the premises, its fixtures and fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which have become soiled, stained or marked during the tenancy. To provide, upon request, receipts to the landlord or his agent to demonstrate compliance with this clause.
- 2.64 To remove all the tenant's refuse and rubbish from within the premises and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the tenant.
- 2.65 To return all keys to the premises (including any new or additional or duplicate keys cut during the tenancy) to the landlord or his agent promptly on the last day of the tenancy. We will provide you with a time that keys will be collected, failure to handover the keys at the allocated time may result in a charge being made.
- 2.66 Having replaced the landlord's items in the same areas of the premises (as far as is practicable) as at

commencement of the tenancy, to co-operate in the checking of any Inventory and or Schedule of Condition and to pay, or be liable to pay, for any previously agreed costs involved in the checking of any Inventory and or Schedule of Condition.

- 2.67** To remove all the tenant's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment from the premises on, or before, the last day of the tenancy.
- 2.68** Any of the tenant's belongings, or property, or personal effects, or foodstuffs or furnishings and equipment left behind at the premises will be considered abandoned if, after the end of the tenancy and after the expiry of 14 days written notice sent, addressed to the tenant, to the single address required to be provided by the tenant under clause **2.67** of this agreement or, in the absence of such an address, to the address of the premises subject to this tenancy given at clause **1.7**, the tenant has not removed or retrieved them. After this time the landlord, or his agent, may remove, store or dispose of any such items as he sees fit. The tenant will remain liable for the fair costs of arranging such removal storage or disposal and such costs may be deducted from the sale proceeds (if any) or deposit and any surplus costs after such deduction will remain the liability of the tenant.
- 2.69** Where such items belonging to the tenant described in clause **2.64, 2.65** above are of a bulky or unwieldy nature, (either individually or as a collection) which may inhibit, or unreasonably inconvenience the landlord or other persons immediate ability to comfortably occupy or make use of, or relet, or sell the premises, or any part of the premises, the landlord reserves the right to charge the tenant damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed, either by the tenant, or in line with clause **2.65**.
- 2.70** To promptly provide as soon as is practicable just before or immediately at the end of the tenancy a forwarding or correspondence address to the landlord or his agent; for ease of administration and communication between the parties, including the processes involved in the return of the deposit. Following departure, Robert Oulsnam & Company have no obligation to forward any mail to you.
- 2.71** **The tenant is responsible for payment of a final inventory check where an inventory has been carried out on commencement to establish the condition of the property after the tenant has vacated at a cost of £60.00 inc VAT for properties with up to three bedrooms and £80.00 inc VAT for properties with more than three bedrooms. The charge will be deducted from deposit monies and be payable to the landlords agent.**
- 2.72** All notices must be made in line with the Housing Act 1988 as amended in 1996 and 2004.
- 2.73** **The tenant is responsible for the payment of £25.00 + VAT (30.00) for deposit monies to be held by Robert Oulsnam & Company. The fee will be automatically be deducted from deposit monies at the end of the tenancy and be payable to the landlords agent.**
- 2.74** The tenant is responsible for ensuring that all smoke and CO alarms are in full working order at all times during the tenancy and at the end of the tenancy. If at the end of the tenancy the battery needs to be replaced then a charge of £6.00 inc will be deducted from the deposit monies. If any alarm has been broken during the tenancy and has to be repaired or replaced, the costs involved will be deducted from deposit monies.

3. LANDLORD'S OBLIGATIONS

PLEASE NOTE: These are the things that the landlord agrees to do or not to do. If the landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the tenant may be entitled to claim damages or compensation from the landlord, or to seek other legal remedies against the landlord.

The landlord agrees to the following:

- 3.1** To keep the premises and the landlord's contents (if any) insured for such sums and on such terms as the landlord feels appropriate against fire and other risks normally covered by a comprehensive household policy and any other such risks as the landlord considers necessary from time to time.

Should any part of the property be damaged or destroyed by the insured risks and thereby rendered unfit for human habitation during the Tenancy and so long as the Landlord's insurance policy has not been invalidated by any act or default of the tenant, the Rent hereby reserved, or a fair proportion thereof according to the extent of the damaged sustained, shall be suspended until the Property shall again be rendered fit for human habitation.

The landlord is not responsible for the tenant's risks or belongings and will not be liable to offer or contribute towards alternative accommodation during any uninhabitable period.

- 3.2 Not to interrupt or interfere with the tenant's lawful occupation, enjoyment or use of the premises other than in an emergency or in the normal and lawful process of exercising or implementing the landlord's rights and obligations under this agreement and having provided at least a minimum of 24 hours prior written notification.
- 3.3 To comply with the requirements of section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required by the landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.
- 3.4 Where the landlord supplies a working burglar alarm with the premises at commencement of the tenancy; to keep it in working order and repair, but only where such a repair is not caused by negligence or miss-use by the tenant, his invited guests or visitors.
- 3.5 To take reasonable steps to ensure that the landlord's domestic gas and electrical appliances and other similar mechanical appliances in the premises for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with the landlords obligations under the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets etc., (Safety) Regulations 1994.
- 3.6 The landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the premises and that all appropriate consents necessary for him to sign this agreement have been obtained.

4. THE DEPOSIT

• HOW THE SECURITY DEPOSIT WILL BE DEALT WITH

The deposit referred to in clause **1.11** and **1.12** will be held as security for and in respect of, the performance by the tenant of all the obligations of the tenant in this agreement including those set out in this section (**4**); to pay for or be used for;

- 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 reasonable fair wear and tear and for the age and condition of each and any such item at commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- 4.2 The fair costs incurred in compensating the landlord for, or for rectifying or remedying any meaningful breach by the tenant of his obligations under this agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- 4.3 Any sum which is or becomes repayable by the landlord or his agent to the local authority with regard to Housing Benefit which has previously been paid directly to the landlord or his agent relating to the tenant named in this agreement.
- 4.4 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
- 4.5 Any rent or other money lawfully due or payable by the tenant under this agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.
- 4.6 Protection of the deposit

The Deposit is safe guarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd, PO Box 541, Amersham, Bucks HP6 6ZR

Phone 0845 2267837 Email deposit@tds.gb.com Fax 01494 431123

The Agent/Member must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.

If there is no dispute the Agent/Member will keep or repay the deposit, according to the agreed deductions and the

conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

The tenant should try to inform the Agent/Member in writing if the tenants intends to dispute any of the deduction 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 an the Tenant vacating the property. 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 resolve any dispute may refuse to adjudicate in the matter.

If, after 10 working days* following notification of the dispute the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to A 4.5 below) be submitted to the ICE for adjudication. All parties agree to the co-operation with the adjudication.

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

If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee.

How the deposit will be dealt with.

4.7 Once vacant possession has been obtained and all keys returned to the Agent/Landlord a book out inventory (if applicable) will ne carried out and a copy forwarded to Landlord and Tenant.

The Landlord has 10 working days to advise the tenant/Agent (depending upon the service taken) any proposed deductions. Quotations and invoices are then requested.

In no deductions are proposed, the landlord must write to the Agent to confirm and funds will be released.

If the tenant agreed to final deduction, they must confirm in writing to the Agent/Landlord and funds will be released as agreed.

If the Tenant disagrees with the deductions they must put their comments in writing to the Landlord/Agent. If agreement can not be reached then either party may refer the case to the Tenancy Dispute Service (TDS).

Where the Agent fully manages the property on behalf of the Landlord, all correspondence must be sent to the Agent.

Where the Landlord manages or part manages the property, all correspondence must be sent to the Landlord/Tenant and compiles only sent to the agent for the or records. The Agent will not in this circumstance negotiate and deductions.

5. GENERAL ALL PARTIES TO THIS AGREEMENT SHOULD READ THESE CLAUSES

Re-instatement of property rendered uninhabitable

- 5.1 The landlord's repairing obligations referred to in clause 3.3 shall not be construed as requiring the landlord to (a) carry out works or repairs for which the tenant is liable by virtue of his duty to use the premises in a tenant-like manner; (b) to rebuild or reinstate the premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident; or (c) to keep in repair or maintain anything which the tenant is entitled to remove from the premises.
- 5.2 The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.
- 5.3 This agreement is subject to all laws and statutes affecting assured shorthold tenancies. If a court decides that some part of the agreement is invalid or unenforceable, the rest of the agreement will still be valid and binding on all parties.

Service of Notices etc. by the Landlord or Agent

- 5.4 In accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962; if the landlord or his agent delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this agreement or any Act of Parliament, to the premises (or the last known address of the tenant if different) by hand or sends it by recorded or registered delivery or by first class post, addressed to the tenant then the tenant will be treated as though they have received it.

Surrender of the tenancy by the tenant

- 5.5 Strictly with the landlord's or his agents prior written consent and subject to certain conditions that may include the landlord's reasonable costs associated with the re-letting of the premises, the tenant might be allowed to surrender or give up this tenancy before it could otherwise lawfully be ended.

Stamp Duty

- 5.6 The tenant will be responsible for assessing their liability, if an and at any time, for Stamp Duty Land Tax (SDLT) and for submitting the appropriate forms and payment to the Inland Revenue.

• FORFEITURE – RIGHT OF RE-ENTRY

Important If either party to this agreement are unsure of their rights or require further clarification of this clause they should consult a solicitor or their local Citizens Advice Bureau.

The law (Protection from Eviction Act 1977) gives tenants protection against arbitrary or immediate termination of their rights of occupation and the law restricts a landlord's rights, except in certain circumstances, to evict from, or prevent a tenant from living in, premises subject to an existing tenancy agreement without first obtaining a court order.

For the landlord to commence legal proceedings to repossess the premises based on a breach of the tenancy (where the tenant had failed to remedy the breach in good time), which might result in the court evicting the tenant or issuing a court

order terminating the tenancy earlier than might otherwise be lawful; the law requires that the tenancy agreement contains a Forfeiture clause, sometimes referred to as a Right of Re-entry. Clause 5.7 is such a clause.

For the avoidance of doubt:- In order to exercise his legal rights under this clause, 5.7 a landlord will first need to obtain a court order

- 5.7 If at any time the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the tenant's part is not complied with, or if any of the circumstances mentioned in the following **Grounds**;

Ground 8. (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks rent unpaid where rent is payable weekly or fortnightly; (b) at least two months rent is unpaid if rent is payable monthly; (c) at least one quarters rent is more than three months in arrears if rent is payable quarterly; (c) at least three months rent is more than three months in arrears if rent is payable yearly), as set out in **Part I of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996)** or, **Ground 10.** (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding),

Ground 11. (that there is a history of persistently being behind with rent),

Ground 12. (that the tenant has broken one or more of his obligations under the tenancy agreement),

Ground 13. (that the condition of the premises or the common parts has deteriorated because of the behaviour of the tenant, or any other person living there),

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

Ground 15. (that the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the premises),

Ground 17. (that the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation),

as set out in **Part II of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996)** shall arise, then the landlord may re-enter the property and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights, which the landlord may have in pursuing the tenant for breach of the tenant's obligations under this agreement.

SIGN BOARDS

- 5.8** The landlord reserves the right for the Lettings Agent to keep a sign board outside the property for three weeks after the commencement of this tenancy and to erect one four weeks before the end of this tenancy.

6. DATA PROTECTION & CONFIDENTIALITY

- 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, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 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.

7. EARLY TERMINATION

- 7.1** A tenant does not have any rights to terminate a tenancy earlier than the end date (unless the tenancy contains a specific break clause)
- 7.2** A landlord may, entirely at their discretion, agree to an early termination subject to conditions.
- 7.3** A landlord will require a replacement person is found for the tenant. Only when a replacement person, who meets the requirements of landlord and agent who enters a new tenancy, can a surrender of the existing tenancy agreement take place. Only when a surrender has taken place will the tenants obligations under the tenancy agreement end.
- 7.4** If you wish to apply for an early termination this must be done in writing. You will be responsible for our charges to find the replacement person which are £200 + vat providing your landlord has a managed service through us. If your landlord manages the property themselves then please contact us for an exact cost. Half of this fee is payable when you confirm your intention to surrender your tenancy and the remainder payable once the property has been re-let. The fee is non-refundable. Only when the initial sum has been received can we begin marketing.

7. SIGNATURES of the PARTIES

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references. **If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.**

The terms and conditions of this agreement include those special or additional clauses (if any) set out in section 8, overleaf.

SIGNED	<div style="border: 1px solid black; height: 50px; width: 540px;"></div>	By, or for and on behalf of, the LANDLORD(s)
SIGNED	<div style="border: 1px solid black; height: 40px; width: 540px;"></div>	First TENANT
SIGNED	<div style="border: 1px solid black; height: 40px; width: 540px;"></div>	Second TENANT
SIGNED	<div style="border: 1px solid black; height: 40px; width: 540px;"></div>	Third TENANT
SIGNED	<div style="border: 1px solid black; height: 40px; width: 540px;"></div>	Fourth TENANT

The following are **SPECIAL or ADDITIONAL CLAUSES** negotiated between the parties.

(Examples might be: clauses relating to Pets or Animals, Smoking, Break Clauses, Rent Review clause, permitted occupiers, additional charges etc)

If there are no special or additional clauses please draw a diagonal line through the blank space of this section

Standing Order

On the day that you collect keys we will ask you to complete and sign a standing order form which we will then forward to your bank. It is your responsibility before the next payment is due to contact your bank to ensure that the standing order has been set up correctly and that the payment will be made on time.

Pets Exclusion

The tenant agrees neither to keep any animals, birds or reptiles or rodents in or on the premises nor to allow his invited guests or visitors to do so. In breach of this clause to responsible for the reasonable costs or rectification of any damage caused or for any appropriate de-infestation, cleaning, fumigation etc., required.

Smoking Exclusion

The tenant agrees neither to smoke in or on the premises nor to allow his invited guests or visitors to do so. In breach of this clause to responsible for the reasonable costs or rectification of any damage caused or for any appropriate cleaning, fumigation etc., required.

Tenants Insurance

The tenancy of the property has been granted to the named Tenant, upon the condition that the tenant holds insurance that the Landlord or his Letting Agent considers adequate to protect up to £2,500 against accidental damage caused by the Tenant, to the contents, furniture, fixtures and fittings at the property as described in the inventory.

The tenant must provide the agent with a copy of his current insurance certificate prior to the commencement of the tenancy detailing the cover held. The name and address of the insurer, the policy number and the date of renewal.

The Housing (Tenancy Deposits) (Prescribed Information) Order 2007

Made 13th March 2007

Laid before Parliament 15th March 2007

Coming into force 6th April 2007

The Secretary of State, as respects England, and the National Assembly for Wales, as respects Wales, in exercise of the powers conferred by sections 213(5) and (10) and 250(2)(b) of the Housing Act 2004(1), make the following Order:

The powers conferred by section 213(5) and (10) and 250(2)(b) are exercisable, as respects England, by the Secretary of State and, as respects Wales, by the National Assembly for Wales. See the definition of the “appropriate national authority” in section 261(1) of the Act.

Citation and commencement

1. This Order may be cited as the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 and shall come into force on 6th April 2007

Prescribed information relating to tenancy deposits

2.—(1) The following is prescribed information for the purposes of section 213(5) of the Housing Act 2004 (“the Act”)—

- (a) the name, address, telephone number, e-mail address and any fax number of the scheme administrator(1) of the authorised tenancy deposit scheme(2) applying to the deposit;
- (b) any information contained in a leaflet supplied by the scheme administrator to the landlord which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, the Act(3);
- (c) the procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the shorthold tenancy(4) (“the tenancy”);
- (d) the procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy;
- (e) the procedures that apply under the scheme where the landlord and the tenant dispute the amount to be paid or repaid to the tenant in respect of the deposit;
- (f) the facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation; and
- (g) the following information in connection with the tenancy in respect of which the deposit has been paid—

A1 Address of the property/premises to which the tenancy relates <<PADD1>>, <<PADD2>>, <<PADD3>>, <<PADD4>>, <<PPSTCD>>

Details of the deposit holder(s)

A2 Name(s) Robert Oulsnam & Company

A3 Actual address 79 Hewell Road, Barnt Green, Birmingham B45 8NL

A4 E mail address (if applicable) Lettings@oulznamlettings.net

A5 Telephone number 0121 445 7410

A6 Fax number 0121 445 7460

Details of tenant(s)

A7 Name(s) <<TYNAME>>

A8 Address of tenant <<&type in tenant current address>>

A9 Address(es) for contact after the tenancy ends (if known) Not Known

A10 E mail address(es) <<TYE-MAIL>>

A11 Mobile number(s) <<TYTELMOBL>>

A12 Fax number(s) Not known

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

A13 Landlords Name <<LNAME>>

A14 Landlords Address <<LADD1>>, <<LADD2>>, <<LADD3>>, <<LADD4>>, <<LPSTCD>>

A15 Landlords telephone number 0121 445 7410

A16 Landlords email address Lettings@oulsnamlettings.net

A17 Landlords fax number 0121 445 7460

The deposit

A18 The deposit is £ <<TYDEPFULL>>

A19 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.

A20 A leaflet entitled What is the Tenancy Deposit Scheme?, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Robert Oulsnam & Company

At the end of the tenancy

A21 The deposit will be released following the procedures set out in this tenancy agreement.

A22 Deductions may be made from the Deposit according to this Tenancy Agreement.. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in What is the Tenancy Deposit Scheme?, which is attached to this document. More detailed information is available on: **www.tds.gb.com**

A23 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".

A24 A formal record of these activities should be made, supported by appropriate documentation.

A25 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.

A26 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 (delete if landlord) 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.

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

Tenancy Deposit Scheme

PO Box 1255
Hemel Hempstead
Herts
HP1 9GN
phone 0845 226 7837
web www.tds.gb.com
email deposits@tds.gb.com
fax 01442 253193

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

(A27) CONFIRMATION

The landlord certifies and confirms that:

- a) the information provided is accurate to the best of my/our knowledge and belief and
- b) I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by or on behalf of the landlord _____

The tenant confirms that:

I/we have been given the opportunity to read the information provided and

I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the tenant(s) _____

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007