

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**

A.S.T Agreement**The “Landlord” is:****«VendorAddressee» - «VendorAddress»****The “Tenant” is:****«PurchaserAddressee»****The “Guarantor” is:****«Guarantor1FirstNames» «Guarantor1LastName»****The “Agent” is:****Adams Estates Ltd – 66 Christchurch Road, Reading, Berkshire RG2 7AZ****The “Tenancy Deposit Protection Scheme” chosen is:** MY DEPOSITS**The “Inventory” (if applicable)**

means the list of items in the house, as agreed by both parties and set out in the schedule to this agreement.

“Reasonable Wear and Tear”

means the amount of damage and deterioration that a reasonably careful occupier would cause during the period of occupation, assuming that the property was used only for the purposes described in this agreement. Where reasonable wear and tear does cause damage of any kind the Tenant must do such repairs as may be required to prevent the consequences flowing from fair wear and tear and producing damage which fair wear and tear would not directly produce.

The “Property”

means the dwelling known as **«PropertyAddressLine1», «PropertyAddressLine2», «PropertyAddressLine3», «PropertyAddressLine4», «PropertyAddressLine5»«PropertyAddressLine6»«PropertyAddressLine7»** includes:

- (a) the furniture, fixtures and fittings specified in the Inventory (If any);
- (b) The use of any rights of access, paths, drives, entranceway, hall, stairs, landing and any other things reasonably necessary for the enjoyment of the property and which the landlord can grant.

If there is more than one tenant, the term "Tenant" applies to each of them both jointly and individually. Each tenant enjoys the rights granted by this agreement and is wholly responsible for the obligations set out in it. This tenancy agreement is a binding document. Before signing it you should read it carefully to ensure that it contains everything that you do want and nothing unacceptable to you. If you do not understand this agreement or anything in it, it is strongly suggested that you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or a Housing Advice Centre.

The terms and conditions of the tenancy are:

- 1 The Landlord hereby lets the Property and the Tenant hereby takes the Property for the Term at the Rent, and in accordance with the terms and conditions set out in this agreement.
- 2 This agreement creates an assured short hold tenancy as defined in part 1, chapter II of the Housing Act 1988. The provisions for the recovery of possession by the landlord in section 21 of the act apply to this agreement. If section 11 of the Landlord and Tenant Act 1985 applies, the Tenant's obligations are subject to it.
- 3 The property is let to the tenants on the understanding they are jointly, equally and severally responsible for rental payments, deposits held, damages to the property and final bills.
- 4 **The Term is:** a fixed period of **xx days and «TenancyMonths» months**. At the end of this term the Landlord may apply to the court to take back the possession of the Property provided that he gives you sufficient notice as required by law.
- 5 **The Start Date is:** 12 noon «TenancyStartDate», **The End of the tenancy is:** 12 noon «TenancyEndDate»
- 6 **The Rent is:** £ 0.00 per month payable by equal payments in advance, first of such payments **£9,999.99 is a pro rata payment for the period dd/mm/2020 – dd/mm/2020 plus mmm yyyy rent** to be made upon signing this agreement and future payments due on the **first day** of each month.
- 7 **Method of Payment:** standing order to: (Natwest, Account#: 8872 6142, Sort Code: 60 17 21, Ref: «PropertyAddressLine1»)
- 8 **The Deposit:** A refundable deposit of «PropertyDeposit» is to be paid upon signing this agreement and held by the Agent as stakeholder (you will not receive interest on it).
- 9 **Rent**
The Tenant will pay the rent by the method and at the times specified above, with no deduction or setoff for any reason.

10 The Deposit

10.1 The deposit for the property is covered by My Deposits

- 10.1.1** The deposit shall be paid by the Tenant on the signing of this agreement and is to be held by the Agent for the duration of the tenancy as security against the Tenant's failure to pay the rent or perform or observe the obligations set out in this agreement.
- 10.1.2** The Agent shall retain the deposit and pay a premium to My Deposits, "the Insurer".
- 10.1.3** Within 30 days of receiving the deposit beginning on the day upon which the deposit is received the Agent shall give the tenant details about how his deposit is protected including:
- 10.1.4** the contact details of the tenancy deposit scheme selected and information from that Scheme to tell the Tenant how the Scheme operates;
- 10.1.5** the Agents contact details and what to do if you cannot contact the Landlord or agent at the end of the Tenancy;
- 10.1.6** how to apply for the release of the deposit;
- 10.1.7** information explaining the purpose of the deposit;
- 10.1.8** what to do if there is a dispute about the deposit;
- 10.1.9** how the scheme will help resolve the dispute without going to court.

10.2 The Tenant may not use the deposit as part payment of the final instalment of rent.

- 10.3** If there is an agreement between the Tenant and the Agent as to the amount of the deposit to be repaid to the Tenant by the Agent, the Agent will return the deposit to the Tenant after deduction of any money due to the Landlord or his agent within 14 days of the termination of the tenancy and the Tenant giving full possession and confirmation receipts of all bills paid.
- 10.4** If the Agent is entitled to make deductions for more than one item, he can allocate the deposit payment to any item of his choice.
- 10.5** If the Tenant wishes to dispute any deductions from the deposit, he must do so by emailing the Agent with any concerns, if the dispute cannot be resolved via the Agent this must be referred to My Deposits "the Insurer" as stated in clause 10.6 of this agreement
- 10.6** If there is an unresolved dispute, the Agent shall hand over the disputed amount to My Deposits ("the Insurer") for safekeeping until the dispute is resolved;
- 10.7** If for any reason the Agent fails to comply, the insurance arrangements will ensure the return of the deposit to the tenant if entitled to it.

11 Forfeiture of the right to occupy

11.1 If either:

- 11.1.1 the rent, or any other sum owing by the Tenant under this agreement, is overdue by 21 days or more, or
- 11.1.2 the Tenant has breached any of the terms of this agreement, then the Landlord shall be entitled to end the Tenancy; or
- 11.1.3 the Tenant shall be made bankrupt or enter into any form of voluntary Insolvency or bankruptcy arrangement with their creditors.

11.2 This can be done by either:

- 11.2.1 serving the appropriate notice and obtaining a court order; or
- 11.2.2 re-entering the Property if it is no longer occupied by the Tenant or anyone else with a lawful right to live in it.

11.3 If the Landlord exercises this right of forfeiture, his doing so does not prevent him from exercising any other rights.

12 Fees on overdue payments

- 12.1 Fees for late rent payment are payable after rent has been outstanding for over 14 days.
- 12.2 The fees will be charged at the rate of 3% plus the Bank of England base interest rate.

Example:

Rent of £1500.00pcm, late by 60 days.

If the base rate of interest is currently 0.75%, the tenant can be charged for the outstanding rent plus a fee of 3.75% of outstanding rent, pro rata for the 60 days.

Yearly Rate: 3.75% of £1500.00 = £56.25.

To calculate the amount chargeable to the Tenant as late fees in this instance, divide the days per year, by the days overdue, and then multiply by the yearly rate:

$$60/365 \times £56.25 = £9.25$$

£9.25 to be added to the Tenants rent account as late payment fee of £1500.00pcm rent payment overdue by 60 days.

13 Insurance

- 13.1 The Landlord agrees to insure the Property and, if he so wishes, the Landlord's fixtures, fittings and effects, against such risks as are normally covered by a householder's comprehensive policy. The Tenant is under no obligation to insure the items listed above.
- 13.2 The personal effects of the Tenant will not be insured by the landlord.
- 13.3 The Tenant shall not (nor allow others to) do anything that could adversely affect the Landlord's insurance of the Property.
- 13.4 The Tenant shall be responsible to insure against occupiers liability the in respect of their use and occupation of the Property
- 13.5 The landlords' insurance company must be informed in writing of any visitors or family coming to stay at the property for four days or more and the tenant agrees to pay any charges that may result from these visitors or family. This is subject to the landlord agreeing to the visitors or family staying in the property, permission must be requested in writing and if given the permission will be in writing.

14 Repairs

A promise by the Tenant not to do something also implies that the Tenant will not allow someone else to do that same thing. The Tenant now promises that they will:

- 14.1 Keep the premises clean and in good repair in accordance with the Inventory set out in the schedule (subject to Reasonable Wear and Tear):
 - 14.1.1 the interior of the Property;
 - 14.1.2 the carpets, curtains and all other items in the Inventory;
 - 14.1.3 all fixtures and fittings.
- 14.2 If any of the items are damaged, the Tenant shall inform the Agent to have them repaired or replaced so that they reflect the condition specified in the Inventory at the expense of the Tenant.
- 14.3 The tenant must allow up to 7 working days of the commencement of the tenancy for any minor repairs to be made, that are considered to be needed to bring the property to a satisfactory standard.
- 14.4 If any repairs are needed at the commencement of the tenancy, please inform the property manager of this within the first 14 days as to allow sufficient time to amend the issues. This can be done by sending a detailed list to *your designated property manager via email, obtained upon request.*
- 14.5 Out of hours number are only till 10:00pm, you would have to wait for the morning to contact us about the issue you are having after the hours of 10:00pm. In an emergency please call 999, if you have a severe leak please find the house stop cock (maybe under the kitchen sink)and turn the water off until a plumber can attend.

15 Lock-outs and Lost Keys

- 15.1** The tenants will be deemed liable for any costs resulting from unnecessary callouts, including lockouts or being let back into the property. The Agent is not obliged to hold keys for the property, as the Landlord or key holding company may hold them.
- 15.2** Should you be locked out of your room due to you leaving your key or misplacing your bedroom door key and receive no answer from our out of hours numbers and contact a locksmith to let you in we will not reimburse you for this expense occurred, if you wait till the next working day from morning we are happy to let you in to your bedroom, the cost would be £30.00, our preferred locksmith is Access Lockouts and they deliver our tenant's preferential rates on lockouts they can be contacted on 07754430707.
- 15.3** If the Agent does not hold the keys, the Tenant would need to arrange a locksmith and must ask the Agent to have a set of the new keys cut for the Landlord, at the Tenants expense.
- 15.4** If the property's security is in doubt due to the loss of keys, then a lock change and new set of keys cut (if needed) will be chargeable to the tenants as per invoice.
- 15.5** Any lockouts or key replacements that are requested out of office hours are tenants own responsibility to arrange and pay through a registered locksmith
- 15.6** Adams Estates Ltd does not provide UPVC window keys due to the potential risk that in the event of fire, escape not being possible via the window due to tenants not being able to open locked windows, due to the key not being available at the time of a fire or smoke.

16 Other Tenant's promises

The Tenant agrees that they will:

- 16.1** pay the rent on the days and in the manner stated in this agreement without any deduction
- 16.2** keep the accommodation clean;
- 16.3** not affix pictures to ceilings, walls or contents of the Property;
- 16.4** keep the interior of the property in good repair and condition and in good decorative order;
- 16.5** clean all windows of the Property and paint work surrounding the same at least once every eight weeks.

- 16.6** clean, maintain and keep free from blockages and obstructions (after the first four weeks) all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like;

While the Landlord is responsible for rectifying genuine faults in the drainage system such as cracked pipes, the Tenants are responsible after the first four weeks of the Tenancy for clearing blockages caused by material that they have allowed into the drains, accidentally or otherwise.

Tenants should take every precaution to avoid blockages in sinks, toilets, showers, bath tubs throughout their tenancy.

Here are some examples of what should never be disposed of via the toilet or sink:

- Fats, oils or grease from cars
- Coffee grinds
- Egg shells
- Produce stickers
- Chunks of food/bones
- Feminine hygiene products
- Paper towels/Rags
- Motor oil, transmission fluids, anti-freeze or other toxic chemicals
- Solvents, paints, turpentine, nail polish, polish remover
- Flammable or explosive substances
- Corrosive substances that are either acidic or caustic
- Prescription and over-the-counter medications

Blockages can be avoided by:

- Never pouring oil/grease down sink drains or into toilets.
- Scraping grease and food scraps from trays, plates, pots, pans, utensils, grills and cooking surfaces into a can or a bin for disposal (or recycling where available).

- 16.7** Cleaning out plug holes of hair and debris after every use. Also, flush with boiling water on a regular basis.
- 16.8** keep clean and in good repair, (and, if mechanical, in good repair), the carpets, curtains and all other items in the inventory;
- 16.9** keep clean the insides of all windows and replace any which break for any reason due to the Tenants negligence;
- 16.10** If the Property has a garden, the Tenants must keep it in good order, or pay someone to do so. The lawn should be mown regularly in season and flowerbeds weeded. The Tenants should not alter the arrangement of the garden by planting or removing plants or trees.

In extended warm weather conditions the Tenants should take reasonable steps to water lawns, plants and bushes, subject to any local water usage restrictions in force at the time.

The Tenants agree that the Landlord **will not** provide the necessary tools in order for the Tenants to maintain the garden. The Landlord or his Landlord (as the case may be) assumes no liability for any injury to the Tenants when using garden maintenance tools including power tools.

- 16.11** report at the start of the tenancy any maintenance issues in writing within the first 14 days to the agent via your designated property manager
- 16.12** Light bulbs and batteries for smoke alarms will require replacement from time to time, with normal use. They are not faults in the Property and the Tenants are responsible for replacing them whenever necessary. The same applies to the need to top up dishwashers with salt and rinse aid regularly, and to clean washing machine filters and soap dispensers periodically if the appliance instructions require it.
- 16.13** The Tenant must report any maintenance issues in a timely manner at: via our web site, www.adamsestates.net choose lettings, maintenance request and complete the appropriate section or directly at <https://adams-estates.fixflo.com> and allow the landlord sufficient reasonable time to resolve them in compliance with Landlord and Tenant Act 1985
- Emergencies must continue to be reported to us by telephone.
- 16.14** should any repair require a contractor the Agent or Landlord will issue them with the Tenants personal contact details (such as mobile telephone number) so an appointment can be arranged between them directly. We promote all contractors to call the tenant prior to any visit to the property.
- 16.15** report, repair or have repaired any damage to the property or to the landlord's fixtures and fittings or to the common parts caused by the tenant or any visitor of the tenant to the property, fair wear and tear excepted, and to pay any costs incurred by the landlord or his agent for carrying out such works in default;
- 16.16** use the property only as a residence and will not operate a business at the property or use it for any improper, immoral or illegal purpose;
- 16.17** not assign, sublet, charge, part with or share possession/occupation of all or part of the property without the prior written consent of the landlord. (The landlord is under no obligation to give consent, or to give a reason why consent is withheld);
- 16.18** Not allow any person not detailed in this agreement to reside in the property or any part of the property for any period of the tenancy, unless otherwise agreed with the landlord or property manager. This property may become a licensable HMO during the duration of letting under the Housing Act 2004, any unauthorised occupants will mean a breach to this act and therefore this agreement, leading to possible termination of this agreement and fines of up to £20,000.00.
- 16.19** not cause nuisance or annoyance to the landlord, other tenants or any neighbours;
- 16.20** not to hang or allow to be hung any clothes or other articles on the outside of the Property;
- 16.21** not install cable television in the Property, without the Landlord or Agents prior written consent;
- 16.22** not cause any damage or injury to any part of the property;
- 16.23** not make any alterations, improvements or additions to the property;

- 16.24** not erect or install any television aerial or apparatus without the Landlord or Agent's prior written consent;
- 16.25** not decorate the property externally;
- 16.26** not redecorate the interior of the Property without prior consent of the Landlord;
- 16.27** not change or remove any of the landlord's installations, furniture, fixtures and fittings;
- 16.28** not remove from the property any of the items listed in the inventory;
- 16.29** not change or install any locks on any doors or windows nor have additional keys made for any locks without the prior written consent of the Landlord or his Agent;
- 16.30** Not to keep any animals or birds or other living creature on the property without the Agents written consent, such consent if granted to be revocable at any time on reasonable grounds by the Landlord or his agent;
- 16.31** not place any advertisement or notice on the outside of the property or where it may be seen from the outside of the property;
- 16.32** report to the Agent (via the property manager) any disrepair or defect in respect of the property or the fixtures and fittings and report any failure of mechanical or electrical appliances;
- 16.33** to inform and pay promptly to the authorities to whom they are due, council tax, and outgoings (including water and sewerage, gas, electricity and any telephone charges relating to the property), including any which are imposed after the date of this agreement (even if of a novel nature) and to pay the total cost of any reconnection fee relating to the supply of gas, electricity or telephone if the same should be disconnected.
- 16.34** pay such council tax as is due in respect of the property, even if not in actual occupation;
- 16.35** pay the Television licence fee for the property;
- 16.36** allow the landlord, his agent or contractors access to the property at reasonable hours during the day, to inspect the condition of the property or to carry out repairs or other works to the property or to carry out maintenance of the appliances. The Agent will give at least 24 hours' notice but the tenant will give immediate access in an emergency;
- 16.37** Property Inspections will be carried out during your tenancy, we shall notify you when one is due by email, please ensure that the property is presentable and tidy, should the inspection have to be aborted due to access denied or the property is untidy and the inspectors cannot check the property correctly an abortive fee of £75.00 will have to be paid and we will bill this to you.

- 16.38** allow the Landlord or his Agent access to the property at reasonable hours between 9am to 6pm during the final 3 months of the tenancy, to show the property to prospective tenants or at any time during the tenancy to show the property to a prospective purchaser or anyone acting on his behalf; the agent will give 24 hours' notice to gain access. The tenant agrees that the agent will gain access to the property with a set of keys if the tenant is not present.
- 16.39** whenever the property is left unattended, the tenant will fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the property;
- 16.40** notify the Agent (via the property manager) if they intend to leave the property vacant for a period in excess of 21 consecutive days and in such a case, the tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather;
- 16.41** will notify the Landlord or his Agent immediately or as soon as reasonably possible in the event of any emergency;
- 16.42** will not smoke inside the property which includes cigarettes, cigars, pipes or other smoking implements;
- 16.43** will ensure that all reasonable steps are taken to avoid damage from burst pipes in freezing weather;
- 16.44** will not allow anything unlawful or illegal to be done at the property;
- 16.45** allow to fix and maintain during the first two weeks of the tenancy a sign displaying the property has been let and within the final two months of the tenancy a sign displaying the property as "to let", "let by" or "for sale";
- 16.46** not to keep any caravan, boat, trailer or similar chattel at the Property;
- 16.47** forward immediately to the Landlord or his Agent any correspondence addressed to either of them which is delivered to or left at the Property or has otherwise come to the attention of the Tenant;
- 16.48** test the smoke detectors at the Property at least once a month, to replace the batteries when required and to notify the Landlord or Agent in writing of any defect in any smoke detector immediately when the Tenant becomes aware of it;
- 16.49** not allow the noise or operation of any sound producing (including musical) instruments or device which may be heard outside of the Property between 22:00 and 8:00;
- 16.50** allow prospective purchasers and their agent(s) and surveyors to view the Property and contents with or without the Landlord's agent(s) at all reasonable hours of the day by prior appointment or written notice given at least 24 hours prior in the event that the Landlord intends to sell an interest in the Property;
- 16.51** maintain and keep in good order white goods such as a refrigerator or a washing machine provided by Landlord;

- 16.52** The landlords' insurance company must be informed in writing of any visitors or family coming to stay at the property for four days or more and the tenant agrees to pay any charges that may result from these visitors or family. This is subject to the landlord agreeing to the visitors or family staying in the property, permission must be requested in writing and if given the permission will be in writing.

17 Reporting Repairs to Adams Estates

Any repairs/maintenance must be reported via the link on our website, www.adamsestates.net choose Lettings, Maintenance Request. We have an online system for reporting repairs. The portal also allows Tenants to upload photos that may help our contractors to bring the right tools and equipment to fix your problem. To access the system directly please visit <https://adams-estates.fixflo.com>

Emergencies must continue to be reported to us by telephone.

18 Landlord's promises

The Landlord now promises that they will:

- 18.1** comply with all of the statutory obligations;
- 18.2** return to the tenant any portion of rent paid for any period that the property cannot be inhabited as a result of fire or other risk against which the landlord has insured;
- 18.3** not interrupt or interfere with the tenant's right to quiet possession and enjoyment of the property (provided the tenant pays the rent and performs all the other obligations set out in this agreement);
- 18.4** comply with the gas safety (installation and use) regulations 1998 as amended by the gas safety regulations 2009 the furniture and furnishings (fire) (safety) (amendment) regulations 1996 the electrical Equipment (safety) regulations 1994 where applicable.

19 Tenant's departure

At the end of the tenancy the Tenant will:

- 19.1** obtain up-to-date bills for all services and will promptly pay the suppliers;
- 19.2** return all the keys of the property to the Landlord or his Agent;
- 19.3** remove all furniture owned by the tenant, and all personal effects and rubbish and leave the property and the landlord's fixtures and fittings in the same condition and state of repair as at the start of the tenancy, fair wear and tear excepted;

20 Inventory Check

- 20.1** The inventory including Landlords' personal possessions in the Property will be prepared by an independent party. The Agent will arrange for the inventory to be carried out by a local inventory clerk both at Check-in and Check-out.
- 20.2** The Inventory clerk may take meter readings for gas, water and electricity during inventory.

21 Return of the Deposit

The deposit return will be processed as follows:-

- Final bills for gas, electricity and water (where applicable), a forwarding address, and the Tenants' bank details need to be provided to the Agent before the final stage of the process.
- Within 10 days at the end of the tenancy the Tenant will receive "Deposit Deductions Notification" email. This will notify that deductions have been listed in the checkout report and are chargeable to the Tenant.
- A copy of the checkout report/final inspection will shortly follow the "Deposit Deductions Notification" email, which gives the Tenant the opportunity to familiarise themselves with what has been allocated to them and the landlord respectively by the inventory clerk.
- Once deductions are priced up (using invoices, quotes and standard charges) they will be emailed to the Tenant with instructions on what to do if they wish to raise an internal dispute.
- At this point the Tenant can either agree or disagree to the deductions by completing the Deposit Request Form. A Deposit Request Form must be completed by the Tenant, in full.
- Should the Tenant decide they do not agree with the deductions, the Tenant must indicate this on the Deposit Return Form by ticking the correct box; stating that they disagree with the deductions. The Internal Dispute Form will be sent to the Tenant as with the Deposit Return Form.
- The undisputed deposit amount will be refunded in full to the Tenant within one week of them being sent the deduction chart, providing we have the final bills for the tenancy and a fully completed Deposit Return Form.
- If disagreements are raised, the Agent will discuss with the Landlord to find resolution. An updated deductions list will be sent to the Tenant listing any changes that may occur following the internal investigation. The balance of this chart following the dispute will again be paid to the Tenant.
- An internal dispute with the Agent should be raised within 60 days from the tenancy end date, to enable enough time for the investigation and negotiations with the Landlord. The Agent cannot guarantee that any disputed that reaches us after this period will be completed in time for an ADR case via the Deposit Protection Scheme to be raised. No internal dispute will be investigated if received after 85 days following the tenancy end date.

- If no resolution can be found following an internal dispute, the dispute must be escalated with an ADR case via My Deposits. My Deposits will then act as an independent adjudicator to resolve the disputed amount and return to the rightful party. The Tenant can raise an ADR case with My Deposits within 90 days of the tenancy end date. Please see the prescribed information attached to this contract.
- 21.1** Provided that the Tenants abide by the terms of the Tenancy, and no damage other than reasonable wear and tear is found at the check-out; the Deposit will be refunded to them in full, without interest as soon as possible after the end of their Tenancy; providing the Tenants have produced final bills, forwarding addresses and bank account details, as requested.
- 21.2** If it is found at the checkout that there has been damage to the Property, items are missing, the Property is not cleaned to a professional standard, or there are other defects for which the Tenants are held responsible; the Landlord or Property Manager will assess the cost of rectifying the situation and advise the Tenants accordingly of the deductions to be made from the Deposit.
- 21.3** The Deposit Holder will refund the Deposit via bank transfer. Payments made to international bank accounts can be made, but the Tenant is liable for any charges this may incur. For security reasons the Property Manager cannot refund Deposits in cash.
- 21.4** The Property Manager must tell the Tenant within 10 days of the end of the Tenancy if he proposes to make any deductions from the Deposit provided that such period shall be extended by such reasonable period as is necessary should there be the need to take experts' advice as envisaged in the previous clause. The Tenants will receive a deductions chart via email as soon as The Property Manager has all the information needed to allocate cost to each deduction.
- 21.5** If there is no dispute the Deposit Holder will keep or repay the Deposit; according to the agreed deductions and the conditions of the Tenancy Agreement.
- 21.6** The Tenants should inform the Property Manager in writing if they intend to dispute any of the deductions, regarded by the Landlord or the Property Manager as due from the Deposit, within 60 days after the tenancy end date. 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.
- 21.7** If there remains an unresolved dispute following termination, an internal dispute, with reasonable attempts having been made in that time to resolve any differences of opinion; the dispute (subject to the paragraph above) must be submitted to the ICE of 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 the above clauses.
- 21.8** The Tenant must provide the Property Manager with a forwarding address at the end of the Tenancy. We may release this address to the Landlord, third parties such as the Local Authority, and suppliers to the Property of Water, Gas, Electricity and Telephone services (where applicable), and to other bodies with a reasonable interest; for example a hire company from whom they have rented a television for the Property, legal advisers, debt collectors or credit agencies.
- 21.9** The Tenants should contact the Post Office to arrange for their mail to be re-directed from the Property, as the Landlord or subsequent tenant cannot offer to forward it to them.

22 Notices

Any notice required to be served by the tenant under this agreement shall be deemed to be served two months prior to the tenancy end date if sent in writing by first class recorded delivery post. If the tenant In the case of the agent, any notices will need to be sent in writing by recorded delivery in accordance to the Housing Act 1988. This tenancy will fall into statutory periodic after the end date of this agreement until two months' notice is served by either the tenant or agent.

22.1 Statutory periodic tenancies

You have a statutory periodic tenancy if:

- your last agreement had a fixed term
- the end date has passed and you still live there
- your agreement didn't say that it would become a periodic contract at the end of the fixed term

22.2 How much notice?

You must give at least:

2 months' notice.

23 Renewals

Three months prior to the end of this agreement where the tenant chooses to renew the contract and subject to the landlord/agent agreeing a new contract will be produced. If the Tenant has failed to sign the renewal within the time specified by the Agent the Section 21(1)(b) notice will be served.

24 Termination and break clause

The Tenant or the Landlord shall have the right to terminate the tenancy after the first six months by giving to the other party not less than two calendar months' notice in writing to expire on a rent due date. Such determination shall not affect the rights and obligations of either party in respect of any antecedent breach of this agreement.

25 Grounds of Possession

25.1 GROUND 1 - LANDLORDS FORMER DWELLING & WANTING TO MOVE BACK [Notice length 2 months expiry]

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this Ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case)

- (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 principal 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 his spouse's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

25.2 GROUND 8 - RENT ARREARS, OVER TWO MONTHS OR MORE THAN 8 WEEKS IF PAYABLE WEEKLY DUE [Notice length 14 days]

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing:-

- (a) if rent is payable weekly or fortnightly, at least eight weeks rent is unpaid;
- (b) if rent is payable monthly, at least two months' rent is unpaid;
- (c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears;
- (d) if rent is payable yearly, at least three months' rent is more than three months in arrears;
- (e) and for the purpose of this Ground "rent" means rent lawfully due from the tenant;

25.3 GROUND 9 - EMERGENCY BUILDING REPAIRS / FIRE ETC ARE EXAMPLE

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect .

25.4 GROUND 10 -RENT ARREARS, SOME MONEY LAWFULLY DUE [Notice length 14 days]

Some rent lawfully due from the tenant:-

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection(1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings

25.5 GROUND 11- RENT IS PERSISTENTLY PAID LATE [Notice length 14 days]

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

25.6 GROUND 12 -TENANT HAS BEEN BREACHED SOME TERM OF THE TENANCY [Notice length 14 days]

Any obligation of the tenancy (other than one relating to the payment of rent) has been broken or not performed.

25.7 GROUND 13 - TENANT IS DAMAGING THE PREMISES [Notice length 14 days]

- (a) The condition of the dwelling house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling house and, in the case of an act of waste by, or the

neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or the sub-tenant.

- (b) For the purposes of this Ground, “common parts” means any part of a building comprising the dwelling house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling houses in which the landlord has an estate or interest.

25.8 GROUND 14 - ANTI SOCIAL OR CRIMINAL BEHAVIOUR [Notice (a) 14 days (b) 1 day]

Technically can be same but we advocate demonstrating to the Judge you have allowed reasonable time to remedy prior to requiring court action

6th April 2015 this section amended to allow provision for Anti-social Behaviour, Crime and Policing Act 2014

The court must consider, in particular –

- (a) the effect that the nuisance or annoyance has had on persons other than the person against whom the order is sought;
- (b) any continuing effect the nuisance or annoyance is likely to have on such persons;
- (c) The effect that the nuisance or annoyance would be likely to have on such persons if the conduct is repeated.

25.9 GROUND 15 - TENANT IS DAMAGING THE FURNITURE WITHIN THE PREMISES [Notice length 14 days]

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant

25.10 GROUND 17 - TENANT DECEIVED YOU INTO GRANTING A TENANCY [Notice length 14 days]

Where the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by (a) the tenant or (b) a person acting at the tenant's instigation.

26 Waiver

If the Landlord fails, at any time during the term of this agreement, to insist upon strict performance of any of the Tenant's obligations under the contract or any of these Terms and Conditions, or if the Landlord fails to exercise any of the rights to which he is entitled under any of these Terms and Conditions, this shall not constitute a waiver of his rights or remedies and shall not relieve the Tenant from compliance with his obligations. A waiver by the Landlord of any default by the Tenant shall not constitute a waiver of any subsequent default by the Tenant of his obligations.

27 Declaration

I have read and understand the terms and conditions of this agreement and I therefore agree to be bound by the terms herein.

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales.

The tenants confirm that they have received a copy of 'How to Rent', EPC Certificate, Gas Safety Certificate (*if applicable*) and Deposit Certificate (*if Deposit has been taken*)

Signed by the Agent:

Each individual to sign, print name & date

Signed by the TENANT(S):

Each individual to sign, print name & date

Deposit Protection for Joint Tenancy Agreements

mydeposits members should use this form to collate the details of tenants on the Joint Tenancy Agreement Form. The information on this form can be used to:

- Provide evidence that you have received the consent of all of the Joint Tenants to nominate a Lead Tenant.
- Record alternative forwarding addresses for each Joint Tenant.
- Record details of new Joint Tenants and/or update details of Joint Tenants that leave or are replaced. NB Please remember to update mydeposits of these changes.
- Record any updated alternative addresses if they change during the tenancy.
- In the case of a deposit dispute an updated copy of this form should be sent to mydeposits with your Rebuttal Evidence.

Please contact mydeposits on 0333 321 9401 (8.30am to 5.30pm Monday-Friday) for further information on Joint Tenancy Agreements.

Member Name:	ADAMS ESTATES	mydeposits Member Number:	30310319
Rental Property Address:	«PropertyAddress»		
Deposit Amount:	£ 0,000.00	Tenancy Start Date:	X X X X X X X X
		Tenancy End Date:	X X X X X X X X
Tenant Information: by signing this form you agree to the appointment of		LEAD TENANT NAME	as Lead Tenant

Tenant's Full Name	Tenant's Signature	Tenant's Forwarding Address	Tenant's Telephone Number and Email	If details change by the end of the tenancy, add the updated information here.	
				Alternative Address at End of Tenancy	Tenant's Telephone Number and Email
TENANT 1	Sign:	Postcode: POSTCODE	EMAIL: PASTE EMAIL ADDRESS FROM ACQUAINT	Postcode:	Email:
	Sign:	Postcode:	Email:	Postcode:	Email:
	Sign:	Postcode:	Email:	Postcode:	Email:
	Sign:	Postcode:	Email:	Postcode:	Email:
	Sign:	Postcode:	Email:	Postcode:	Email:

Please use an additional Joint Tenancy Information Form if there are more than five Joint Tenants.



INFORMATION FOR TENANTS

A Tenant's Guide to mydeposits

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Since the 6th April 2007 all landlords who take a deposit from their tenant in England and Wales on an assured shorthold tenancy (AST) agreement must comply with the tenancy deposit protection legislation by:

- 1** Protecting the deposit with a government-authorised tenancy deposit protection scheme within 30 days of receiving it from the tenant and,
- 2** Providing the tenant with proof of the deposit protection (known as the Prescribed Information) within the same 30 day timeframe.

The legislation has been designed to protect your deposit and ensure that if entitled, you get it back.

Note: In this leaflet where it says landlord it will also mean agent if the agent has taken and protected the deposit.

Penalties for landlords who fail to comply

You can take your landlord to court if they fail to comply with the legislation. They may face the following penalties:

- Be required to return the deposit to you or lodge the full deposit with the insurance scheme within 14 days.
- Be fined between one and three times the deposit amount.
- Be unable to serve a section 21 notice to regain possession of their property

About mydeposits

mydeposits provides an insurance-based deposit protection scheme. Landlords can join the scheme and pay a fee to protect your deposit. This enables them to hold it for the duration of the tenancy and then return the agreed amount to you at the end. We offer a free and impartial alternative dispute resolution service if you cannot agree how much of the deposit is to be returned to you.

How your deposit is protected with mydeposits



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What is the Prescribed Information?

We provide your landlord with a Deposit Protection Certificate (DPC) as proof of protection. It should be signed by your landlord and you are given the opportunity to sign it to confirm your agreement to the information. This Information for Tenants leaflet is also part of the Prescribed Information. It explains who we are, how to get your deposit back and contains information about our alternative dispute resolution process.

Important - Keep this leaflet with your DPC and other tenancy documents

End of the tenancy

You should request the return of your deposit at the end of the tenancy in writing and keep evidence of the request. If you do not contact your landlord they may decide to keep your deposit until they hear from you. The onus is on you to request your deposit back.



Deposit deductions

Your landlord may wish to make deductions from the deposit; if so we suggest you discuss the issues directly with your landlord. Your landlord should return any agreed amount to you within 10 days of your request for the deposit back. If you cannot agree the proposed deductions with your landlord, you can raise a dispute with mydeposits within 3 months of vacating the property. You must wait 10 days after requesting the deposit back before raising the dispute.

TOP TIP: If your landlord does not respond to your request to return the deposit then you should raise a dispute.

About alternative dispute resolution

The mydeposits alternative dispute resolution (ADR) service can resolve your deposit dispute without you having to go to court. Both you and your landlord must agree to its use. ADR is evidence-based and requires you to raise a dispute explaining what you are disputing, and requires your landlord to provide evidence to justify the proposed deductions to the deposit. An impartial adjudicator will review the case and make a binding decision based on the evidence provided. The disputed deposit must be lodged with mydeposits for safekeeping during the dispute. We will distribute the money once a decision is made.

Notifying us of a dispute

Visit www.mydeposits.co.uk/tenants to raise a deposit dispute. Any one tenant on a Joint & Several Tenancy Agreement can raise a dispute, providing the name is on the DPC. They will need to confirm that they are acting on behalf of the other tenants. We will check the validity of the dispute before proceeding to ADR. If the deposit has been unprotected by either the landlord or us then you will have three months from the date of unprotection to raise a dispute (providing you vacate the property during that period). There is a whole section on our website which gives guidance and help on the dispute process. www.mydeposits.co.uk/tenants/guides

Contacting mydeposits



Premiere House, 1st Floor, Elstree Way, Borehamwood WD6 1JH



0333 321 9401



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Authorised by



Department for
Communities and
Local Government

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This is to confirm that I/we the tenant(s) have been given copies of the following documents relating to the tenancy at «PropertyAddress»:

Current copy of the Gas Safety Certificate (where Gas is at the property)

Current Energy Performance Certificate

Current Electrical Safety Certificate

Current How to Rent guide

My Deposits prescribed information

Tenant Name, Tenant Signature,
Each individual to sign, print

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