

Produced by
PainSmith Solicitors



AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY UNDER THE TENANCY DEPOSIT SCHEME (“TDS INSURED SCHEME”)

This document contains the terms of the Tenancy of **insert property address (“the Property”)**. It sets out the promises made by the Landlord and the Tenant to each other. Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this tenancy agreement (“the Agreement”). Once signed and dated this Agreement will be legally binding and may be enforced by a court in England and Wales.

Conditions Regarding the Start of the Tenancy

The Landlord and Agent should ensure the following are served on all persons forming the Tenant at the start of the Tenancy and a signed receipt obtained:

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

The Tenant should question why any documents are missing and request copies prior to the start of the Tenancy.

The Landlord and the Tenant should ensure that the Tenancy Agreement does not contain terms that either party does not agree; and contains everything both parties want to form part of the Agreement. If the Tenant is unsure of any obligations, then advice should be taken from the Citizens Advice Bureau (“CA”) or a Solicitor. The Tenant is advised to obtain confirmation in writing when consent is given to carry out any action under this Agreement.

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

Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (a Relevant Person) within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited

1 The Progression Centre
42 Mark Road
Hemel Hempstead
HP2 7DW

Phone 0300 037 1000
Email deposits@tenancydepositscheme.com
Web www.tenancydepositscheme.com

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.

(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 tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tenancydepositscheme.com.

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tenancydepositscheme.com.

(i) THE DEPOSIT

The amount of the deposit paid is

£

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES

Initials: _____ (Landlord)

_____ (Tenant)

(iii) DETAILS OF THE LANDLORD(S)¹

Name(s)

Address

E mail address

Telephone number

Fax number

(iv) DETAILS OF THE TENANT(S)

Name

Address

E mail address

Mobile number

Fax number

Contact details for the tenant(s) to be used at the end of the tenancy

Name

Address

E mail address

Mobile number

Fax number

Please provide the details requested in (iv) for **each** tenant (there is a continuation sheet for this purpose).

Initials: _____ (Landlord)

_____ (Tenant)

(v) RELEVANT PERSON'S CONTACT DETAILS

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

(vi) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in schedule 4 of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

(vii) 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.

Initials: _____ (Landlord)

_____ (Tenant)

Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)

Tick one of the following:

- The information below relates to a Tenant
- The information below relates to a Relevant Person

First line of address of the property to which the tenancy relates

(iv) CONTACT DETAILS

Name

Address

E mail address

Mobile number

Fax number

Details of the Tenant(s) contact details to be used at the end of the tenancy
*(This section only needs to be completed for a tenant, **not** a relevant person)*

Name

Address

E mail address

Tick if the same as shown above

Mobile number

Tick if the same as shown above

Fax number

Tick if the same as shown above

Please provide the details requested for **each** tenant and **each** relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.

Initials: _____ (Landlord)

_____ (Tenant)

THIS AGREEMENT IS MADE on the day of 20

The Particulars

THIS AGREEMENT IS MADE BETWEEN

A. Landlord Name
Of **Landlord Address**
("the Landlord")

AND

B. Tenant Name
Of **Tenant Address**
("the Tenant")

AND IS MADE REGARDING THE PROPERTY KNOWN AS:

Property Address

Excluding/Including (exclude/include any part of the Property not forming part/ or forming a special part of the Tenancy).

("the Property")

Definitions

In this Agreement the following definitions and interpretation apply:

- 1.1. "Landlord" means anyone owning an interest in the Property, entitling them to possession of it upon the termination or expiry of the Tenancy;
- 1.2. "Tenant" means anyone entitled to possession of the Property under this Agreement or any subsequent person who has the Tenancy transferred to them legally;
- 1.3. "Joint and several" means that when more than one person comprises the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement or any extension of it for a fixed Term extension or periodic Tenancy both as a group and each person is liable for all obligations and payments as an individual;
- 1.4. "Agent" means **Aston Chase, 69-71 Park Road, Regents Park, NW1 6XU** or anyone who subsequently takes over the rights and obligations of the Agent.
- 1.5. "Property" means and includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy as shown in the Particulars above. When the Tenancy is part of a larger building the Property include the use of common access and exit ways and facilities.
- 1.6. "Building" means the building of which the Property forms part including exit and entry to all the common parts.
- 1.7. "Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings as specified in the Inventory and Schedule of Condition;
- 1.8. "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or inventory clerk which includes the Fixtures and Fittings and given to the Tenant at the start of the Tenancy;

Initials: _____ (Landlord) _____ (Tenant)

- 1.9. "Term" or "Tenancy" means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term;
- 1.10. "Deposit" means the money paid by the Tenant or a third party and held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the obligations specified in the Tenancy Agreement;
- 1.11. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties;
- 1.12. "TDS" means the Tenancy Deposit Scheme operated by The Dispute Service Limited whose details are shown in the Tenancy Agreement;
- 1.13. "Relevant Person" in the Prescribed Information means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent, other third party or the guarantor;
- 1.14. "Permitted Occupier", or "Licensee" means any person permitted by the Landlord to live in the Property but not named as the Tenant in the Tenancy Agreement. That person will be bound by all the obligations of the Tenancy Agreement but will have no rights as the Tenant and will not be liable to pay rent;
- 1.15. References to the singular include the plural and references to the masculine include the feminine;
- 1.16. The full text of the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause can be obtained from the Agent upon written request
- 1.17. The Landlord and the Tenant agree that the laws of England and Wales shall apply to this Agreement;
- 1.18. The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.

It is agreed as follows:

2. The Landlord and the Tenant agree to the letting of the Property for the Term and at the Rent payable as set out below upon the following terms:
 - 2.1. The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement;
 - 2.2. The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement;
 - 2.3. The Landlord and the Tenant agree and confirm the declarations, provisions and notices as set out in Schedule 3 to this Agreement;
 - 2.4. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement;
 - 2.5. The Landlord and the Tenant have negotiated and agreed the special clauses shown at Schedule 5.
 - 2.6. **(optional if leasehold and the lease is provided)** The Tenant agrees to abide by the conditions shown in the Head Lease and specified at Schedule 6.

3. Term of Tenancy.

The Landlord lets to the Tenant the Property for a period of **x months ("the Term") ("the Term")**. The Tenancy shall start on and include the **x date ("the Start Date")** and shall end on and include the **y date ("the End Date") ("the End Date")** but subject to the break clause shown at .

Initials: _____ (Landlord) _____ (Tenant)

4. The Rent.

The Tenant shall pay to the Landlord or the Agent **£ per week** ("the Rent") payable in advance exclusive of council tax, utilities and water charges. The first payment of **£** shall be made on signing of this agreement. Thereafter, payments shall be made on the **x** day of each month.

OR

The Tenant shall pay to the Landlord or the Agent **£** per month, ("the Rent") payable in advance **in one instalment being £(insert total amount for the period) for the period from and including x date to and including y date ("the End Date") "the period"** exclusive of council tax, utilities and water charges. The first payment shall be made on signing of this agreement.

5. The Deposit.

5.1. The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement, **£** as a Deposit which shall be held by the Agent as Stakeholder with no interest being payable to the Tenant.. The Agent is a Member of the Tenancy Deposit Scheme. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant or the Relevant Person subject to the possible deductions set out in this Agreement;

6. Fixtures and Fittings

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

7. Type of Tenancy.

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

Initials: _____ (**Landlord**)

_____ (**Tenant**)

**Schedule 1
Obligations of the Tenant**

1. General

- 1.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- 1.2. To be responsible and liable for all the obligations under this Agreement as a joint and several person forming the Tenant if the Tenant forms more than one person if applicable, as explained in the Definitions.

2. Paying Rent

- 2.1. To pay the Rent as set out in clause 4 of the Particulars whether or not it has been formally demanded. The Rent shall be paid by the Tenant by **equal monthly instalments of £ to Royal Bank of Scotland, Cavendish Square, Sort Code: xx-xx-xx, Account Number: xxxxxxxx**, in the name of **insert reference**.
- 2.2. To pay interest on any payment of Rent not made as set out in clause 4 of the Particulars. Interest is payable 14 days from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.
- 2.3. Payment of Rent by the Relevant Person or a third party shall for all purposes be treated as being made by that party as agent for the Tenant out of funds belonging to the Tenant and the Landlord or the Agent shall be entitled to assume this fact without making any enquiry. Acceptance of Rent from any Relevant Person or third party shall not mean that such party is recognised as the Tenant.

3. Further Charges to be paid by the Tenant

- 3.1. To pay the council tax (or any similar charge which replaces it) for the Property to the local authority, or to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the local authority within 14 days of receiving a written request;
- 3.2. To pay all charges including any proportion of a standing charge for the following services used during the Tenancy:
- Gas;
 - water including sewerage and other environmental services;
 - electricity;
 - any other fuel charges;
 - telecommunications including broadband, ADSL lines, cable and satellite if applicable.
- 3.3. To pay to the Landlord, or the Agent, all reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:
- recovering or attempting to recover any Rent or other monies in arrears;
 - the enforcement of any reasonable obligation of the Tenant under this Agreement;
 - the service of any Notice relating to any major breach of this Agreement whether court proceedings are brought;
 - any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from according to a break clause;
- 3.4. To pay the television licence regardless of the ownership of the transmission equipment;
- 3.5. To compensate the Landlord for the cost of any repairs of the Landlord's mechanical and electrical appliances arising from misuse or negligence by the Tenant, his family, his contractor or his visitors;
- 3.6. To compensate the Landlord for any reasonable amount incurred by the Landlord when the Landlord is entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant within seven days of written demand or agree a deduction from the Deposit.

Initials: _____ (Landlord) _____ (Tenant)

4. The Condition of the Property: Repair, Maintenance and Cleaning

- 4.1. To keep the interior of the Property and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:
- fair wear and tear;
 - any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Property;
 - repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);
 - damage covered by the Landlord's insurance policy;
- 4.2. To inform the Landlord, or the Agent, promptly and in writing when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Property and the Fixtures and Fittings;
- 4.3. To keep the Property and Fixtures and Fittings in a clean and tidy condition.
- 4.4. To clean the windows regularly and at the end of the Tenancy;
- 4.5. To clean the chimneys once a year (if applicable) and at the end of the Tenancy provided they were cleaned at the start of the Tenancy;
- 4.6. To test smoke alarms and carbon monoxide detectors monthly and keep them in good working order by replacing batteries where necessary. The Landlord or the Agent should be informed promptly of any defect, need of repair or maintenance;
- 4.7. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence or misuse of a third party, the Tenant, his family, or his visitors;
- 4.8. To take all reasonable precautions by heating and ventilating to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost condensation and mould growth;
- 4.9. To replace all electric light bulbs, fluorescent tubes and fuses;
- 4.10. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement.
- 4.11. To carry out any work or repairs which is the Tenant's responsibility within a reasonable time of being notified and no later than one month from notification; or authorise the Landlord or the Agent to have the work carried out at the Tenant's expense.
- 4.12. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 4.13. To clear or compensate the Landlord for all reasonable costs incurred for the clearance of any blockage or over-flow caused by negligence of or misuse by the Tenant his visitors or family in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property;
- 4.14. To take reasonable precautions to prevent infestation and to compensate the Landlord in damages for all costs for the eradication of infestation caused by the negligence, action or lack of action of the Tenant.

5. Insurance

- 5.1. Not to do or fail to do anything that leads to the policy on the Property, or Fixtures and Fittings not covering any losses covered by the policy, increase the premium or become void or voidable provided a copy of the relevant sections of the policy has been given to the Tenant at the start of the Tenancy or provided with the Tenancy Agreement;
- 5.2. To pay to the Landlord any sums paid for any increase in the insurance premium, the excess for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 5.1 of Schedule 1 of this Agreement;
- 5.3. To inform the Landlord or his Agent of any loss or damage to the Property or Fixtures and Fittings and confirm such damage in detail in writing promptly;
- 5.4. To agree the Tenant is warned that the Landlord's policy does not cover his possessions.

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

6. Access and Inspection

- 6.1. To allow the Landlord, the Agent, any superior landlord, his agent, professional advisers, or authorised contractors to enter the Property with or without workmen and with all necessary equipment upon giving not less than 24 hours written notice except in an emergency.
- 6.2. The Tenant is only required to allow access when:
 - 6.2.1. the Tenant has not complied with a written notice under clause 4.10 of Schedule 1 of this Agreement;
 - 6.2.2. the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible;
 - 6.2.3. for inspection or repair of the Property or any adjoining premises;
 - 6.2.4. the safety check of the gas appliances pipe work and flues;
 - 6.2.5. to carry out the Landlord's obligations under this Agreement and any repairs alterations or additions to the Building of which the Property forms part;
 - 6.2.6. to take gas, electricity or water meter readings;
 - 6.2.7. to paint the outside or repair of the Property or the Building of which the Property forms part;
 - 6.2.8. to comply with statute;
 - 6.2.9. to carry out repairs or alterations to the adjoining premises;
 - 6.2.10. for any purpose mentioned in this Tenancy Agreement or connected with the Landlord's interest in the Property or any other premises;
- 6.3. To allow the Property to be viewed in the last two months of the Tenancy by prior appointment upon having been given 24 hours' notice in writing by any person acting on behalf of the Landlord or the Agent accompanying a prospective purchaser or tenant of the Property.
- 6.4. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Property.

7. Assignment

- 7.1. Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person without the Landlord's or the Agent's prior written consent, which will not be unreasonably withheld.
- 7.2. Not to take in lodgers or paying guests or allow any person other than the person named as the Tenant in this Agreement to reside in the Property without written consent, which will not be unreasonably withheld.

8. Use of the Property

- 8.1. To use the Property only as a private residence for the occupation of the Tenant and his immediate family;
- 8.2. Not to register a company, run a business or hold or allow a sale by auction at the Property;
- 8.3. Not to use the Property for any illegal or immoral purpose;
- 8.4. Not to use consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law;
- 8.5. Not to use the Property or allow others to use the Property in a way which causes noise nuisance, annoyance or damage to neighbouring, adjoining or adjacent premises including nuisance caused by noise;
- 8.6. Not to decorate, make any alterations, or additions to or in the Property or puncture walls, timbers or other parts of the Property without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld;
- 8.7. Not to remove the Fixtures and Fittings in the Property or to store them in any way or place inside or outside the Property which could lead to damage or deterioration; and if consent is given to ensure all Fixtures and Fittings are returned to the same place as at the Start Date of the Tenancy as shown in the Inventory and Schedule of Condition;
- 8.8. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior consent of the Landlord or the Agent which will not be unreasonably withheld and to pay all the costs of installation,

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

- removal, disposal and repair of any damage done if consent is granted or due to a breach of this clause;
- 8.9.** Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use;
 - 8.10.** Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails, adhesive, or their equivalents but only by using a reasonable number of commercial picture hooks;
 - 8.11.** Not to barbecue in or on the Property including any balcony, roof terrace or garden if the Property is subject to a head lease; or if the Property is freehold to barbecue only in designated areas as agreed with the Landlord or the Agent;
 - 8.12.** To run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Property has been vacant for any period of seven days or more and to clean all shower heads every three months;
 - 8.13.** To empty the septic tank regularly and at the End of the Tenancy if it has been emptied prior to the start of the Tenancy and proof provided to the Tenant by the Landlord or the Agent if applicable;
 - 8.14.** To keep the oil or LPG tank filled during and at the End of the Tenancy and provide proof to the Landlord or the Agent provided it was filled at the commencement of the Tenancy;
 - 8.15.** To pay any call out charges if the oil or LPG tank runs dry and the oil or LPG system has to be bled to remove an air lock if applicable;
 - 8.16.** Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Property or any guest or visitor to smoke tobacco, vape or smoke e cigarettes or any other substance in the Property or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, the Tenant will be liable to compensate the Landlord for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the Property of the odour of nicotine, incense, or any other substance caused by the Tenant or any visitor to the Property and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in the Property.
- 9. Utilities and Council Tax**
- 9.1.** To notify the suppliers of gas, water including sewerage and environmental charges, electricity, other fuel and telephone including broadband cable and satellite services to the Property and the local authority that the Tenancy has started;
 - 9.2.** To apply for the accounts for the provision of the above services and the council tax to be put into the name of the Tenant;
 - 9.3.** Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property including the installation of any pre-payment meter;
 - 9.4.** Not to change the telephone number without the written consent of the Landlord or the Agent and inform the Landlord, or the Agent, of the new telephone number promptly;
 - 9.5.** Not to change any utility supplier without the written consent of the Landlord or the Agent; and provide the name, address and account number of the new supplier upon transfer;
 - 9.6.** To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy;
 - 9.7.** To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with the obligations of the Tenancy Agreement;
 - 9.8.** To pay all outstanding accounts with utility service providers and the council tax during and at the end of the Tenancy.

Initials: _____ (Landlord) _____ (Tenant)

10. Animals and Pets

- 10.1. Not to keep any animals or birds (whether domestic or otherwise) in or on the Property without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld but may be withdrawn upon giving reasonable notice.

11. Leaving the Property Empty

- 11.1. To notify the Landlord or the Agent before leaving the Property vacant for any continuous period of four weeks or more during the Tenancy;
- 11.2. To comply with any conditions set out in the Landlord's insurance policy for empty Property, including ensuring adequate heat provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.

12. Locks and Alarms

- 12.1. To fasten all locks and bolts on the doors and windows when the Property is empty and at night and set the burglar alarm (if applicable) when the Property is vacant;
- 12.2. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm;
- 12.3. Not to install, change locks or have additional keys cut for the Property without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld, except in an emergency.

13. Garden

- 13.1. To keep the garden, window boxes and patios if any weeded, in good order and in the same condition and style as at the commencement of the Tenancy;
- 13.2. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, without the written consent of the Landlord or the Agent which will not be unreasonably withheld;
- 13.3. To allow any person authorised by the Landlord or the Agent if applicable access to the Property for the purpose of attending to the garden.

14. House Plants

- 14.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Property, if the houseplant dies.

15. Car Parking Space

- 15.1. To allow private vehicle(s) only to be parked at the Property in the space, garage or driveway if applicable allocated to the Property.
- 15.2. To ensure that any garage, driveway, or parking space is kept free of oil and other fluids and to pay for the removal and cleaning of any spillage caused by a vehicle belonging to the Tenant, his family, contractors or visitors;
- 15.3. To arrange for all vehicles belonging to the Tenant, his family, or any visitors to be removed from the Property at the end of the Tenancy;
- 15.4. To ensure that no vehicles that are not in a road worthy condition are parked at the Property and that all vehicles are fully taxed.

16. Refuse

- 16.1. To remove or pay for the removal of all rubbish and refuse from the Property by placing in a plastic bin liner and putting it in the receptacle made available, during the Tenancy.

17. Notices

- 17.1. To forward any notice order or proposal affecting the Property or its boundaries and any other correspondence addressed to the Landlord to the Landlord or the Agent promptly.

18. Inventory and Checkout

Initials: _____ (Landlord) _____ (Tenant)

- 21.11.** To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy;
- 21.12.** To provide a copy of the final account for water including sewerage and environmental charges to the Landlord or the Agent together with proof of payment;
- 21.13.** To compensate the Landlord or the Agent in damages to cover all reasonable removal and/or storage charges, when small items are left in the Property after the end of the Tenancy which can be easily moved and have been stored by the Landlord for a maximum of fourteen days. Charges will be incurred, and the items disposed of at the Tenant's expense where the Landlord or the Agent has given the Tenant fourteen days written notice addressed to the Tenant at any forwarding address and the Tenant has failed to collect the items promptly. The Tenant will be liable to compensate the Landlord or the Agent for all storage and disposal costs;
- 21.14.** To compensate the Landlord for an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Property is left full of bulky furniture, or other discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property. The items may be disposed of after giving the Tenant at least fourteen days written notice. The Tenant will be liable for all costs of disposal.

22. Right to Rent

- 22.1.** The Tenant or others aged eighteen years or over who resides at the Property must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Property either before or during the Tenancy;
- 22.2.** If any person forming the Tenant or occupier changes during the Tenancy written consent must be obtained from the Landlord or the Agent prior to occupation and relevant documentation provided for checking;
- 22.3.** To agree that the Tenant and all occupiers will inform the Landlord or the Agent of any correspondence or communication concerning their residency status promptly and provide copies of the documents received.

Initials: _____ (Landlord) _____ (Tenant)

Schedule 2**Conditions to be Kept by the Landlord****1. Quiet Enjoyment**

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

2. Ownership and Consents

- 2.1. To confirm that the Landlord is the freehold or leasehold owner of the Property and that all necessary consents have been obtained to enable the Landlord to enter into the Tenancy (whether from a superior landlord, lender, mortgagee, insurer, or others).

3. Statutory Repairing Obligations

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

- 3.1.1. the structure of the Property and exterior (including drains, gutters and pipes);
 - 3.1.2. certain installations for the supply of water, electricity and gas;
 - 3.1.3. sanitary appliances including basins, sinks, baths and sanitary conveniences;
 - 3.1.4. space heating and water heating;
- but not other fixtures fittings and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant;

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

4. Other Repairs

- 4.1. To keep in repair and working order all mechanical and electrical items belonging to the Landlord unless the lack of repair is due to the negligence or misuse of the Tenant.

5. Safety Regulations

- 5.1. To confirm that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993;

- 5.2. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter;

- 5.3. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994;

- 5.4. To ensure that any electrician carrying out electrical work at the Property is a member of an approved scheme;

- 5.5. To provide a smoke alarm on each storey of the Property and a carbon monoxide detector in any room with a solid fuel appliance; to have smoke alarms and carbon monoxide detectors tested at the start of the Tenancy; and to hold written records that the tests have been carried out.

- 5.6. To confirm that a certificate in compliance with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 will be given to the Tenant prior to the start of any new Tenancy, or any renewal of a fixed term; or a Tenancy that becomes periodic after June 1 2020; and in any event for all tenancies regardless of the commencement date from April 1 2021.

6. Head Lease

- 6.1. To comply with all the obligations including payment of all charges imposed upon the Landlord by a superior landlord if applicable;

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

- 6.2. To take all reasonable steps to ensure that the superior landlord complies with the obligations of the head lease;
- 6.3. To provide a copy of the relevant sections of the head lease to the Tenant at the start of the Tenancy.

7. Income Tax and Other Taxes

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

8. Possessions and Refuse

- 8.1. To remove or pay for the removal of all the possessions of the Landlord or any previous tenant or occupier and any rubbish prior to the start of the Tenancy.

ASTON CHASSE

Initials: _____ (Landlord)

_____ (Tenant)

Schedule 3

General Conditions

It is agreed between the Landlord and Tenant as follows:

1. Ending the Tenancy and Re-entry

1.1. If at any time:

1.1.1. the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or

1.1.2. if any agreement or obligation of the Tenant is not complied with; or

1.1.3. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) are made out (see Definitions);

the Landlord may re-enter upon the Property provided he has complied with his statutory obligations; and the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have regarding the Tenant's obligations under this Agreement.

2. Early Termination

2.1. If the Tenant vacates the Property during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Property is re-let with the Landlord's written consent whichever is earlier.

3. Interruptions to the Tenancy

3.1. If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Property is reinstated and made habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.

3.2. If the Property is not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

4. Data Protection 2018

4.1. The personal information of both the Landlord and the Tenant will be retained by the Agent in accordance with the terms of the Agent's privacy policy ("the Policy") which both parties will have been served with and is also available to view on the Agent's website <https://www.astonchase.com/privacy-policy>. In addition to the information provided to the Agent about the Tenant in accordance with the Policy, the Tenant agrees that this information can be forwarded to the Landlord. Such information may have been provided before, during or after the Tenancy. The Landlord thereafter may share details about the following:

4.1.1. Details of performance of obligations under this Agreement by the Landlord and the Tenant;

4.1.2. Known addresses or details of the Tenant and any other occupiers,

4.1.3. Any other relevant information required by the parties listed below.

4.2. This personal information above can be shared with:

4.2.1. Utility and water companies;

4.2.2. The local authority;

4.2.3. Authorised contractors;

4.2.4. Credit and reference providers;

4.2.5. Mortgage lenders;

4.2.6. Legal advisers;

4.2.7. Any other interested third party.

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

4.3. This information can/will be provided without further notice only when the Agent is authorised to do so under the Policy.

5. Notices

5.1. The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: **x**

5.2. The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Property by 4.30pm or the last known address of the Tenant if different; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Property or the last known address of the Tenant if different; the documents or Notices will be deemed delivered two working days later; or if documents are served by electronic service to the e mail address of the Tenant given to the Landlord or the Agent the document will be deemed served when it leaves the outbox of the sender. A working day excludes a Saturday, Sunday and a Bank Holiday;

5.3. The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified in clause 5.1 of Schedule 3 or the last known address of the Landlord if different; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address shown in clause 5.1 of Schedule 3 addressed to the Landlord or the last known address of the Landlord if different; the documents or Notices will be deemed delivered two working days later.

6. Rent Increase

6.1. The Landlord can increase the Rent every twelve months on the anniversary of the date on which the Tenancy began ("the Rent Increase Date"). For the avoidance of doubt this means that the Rent will increase on **(insert date)** each year. The increase is to be calculated according to the rise in the Retail Prices Index from the start of the Tenancy or the anniversary date whichever is the later. To avoid doubt if the Landlord does not increase the rent in any year this will not affect the Landlord's rights to increase the Rent in subsequent years.

7. Acceptance of Rent

7.1. Acceptance of Rent by the Landlord or the Landlord's Agent shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements or stipulations contained in this Agreement; and any Rent paid by any third party will be accepted from that person as the Agent of the Tenant and will not confer on the third party any rights as the Tenant.

Initials: _____ (Landlord) _____ (Tenant)

Schedule 4

Dealing with the Deposit

1. Deposit

- 1.1.** The Landlord or the Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Landlord, or the Agent, and used to cover administration costs.
- 1.2.** After the Tenancy the Landlord or the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 1.5 of Schedule 4 of this Agreement. If more than one such deduction is to be made by the Landlord or the Agent, monies will be deducted from the Deposit in the order listed in clause 1.5 of Schedule 4 of the Agreement.
- 1.3.** After the end of the Tenancy the Landlord or the Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within thirty days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord or the Agent may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.
- 1.4.** If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within fourteen days of the Tenant receiving that request in writing.
- 1.5.** The Agent with the consent of the Landlord and the Tenant may deduct monies from the Deposit (as set out in clause 3 of the Particulars) to compensate the Landlord for losses caused for any or all of the following reasons:
- any damage to the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence);
 - any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent;
 - any other breach by the Tenant of the terms of this Agreement;
 - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
 - any unpaid account or charge for water including sewerage and environmental charges, electricity gas telephone charges, or other fuels;
 - any unpaid council tax.
- 1.6.** The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable on the grounds that the Landlord, or the Agent, holds the Deposit.

Protection of the Deposit

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

The Dispute Service Ltd
West Wing, First Floor,
The Maylands Building,
200 Maylands Avenue,
Hemel Hempstead,
HP2 7TG
phone 0300 037 1000
e mail deposits@tenancydepositscheme.com
fax 01442 253193

At the end of the Tenancy

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

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

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

1.10. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 1.8 and 1.9 above.

ASTON CHAISE

Initials: _____ **(Landlord)**

_____ **(Tenant)**

Schedule 6

Relevant Sections of the Head Lease

ASTON CHAISE

Initials: _____ **(Landlord)**

_____ **(Tenant)**

Signatures to the Agreement

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

SIGNED

By, or for and on behalf of, the
LANDLORD

SIGNED

SIGNED

SIGNED

ASTON CHASE

Initials: _____ **(Landlord)**

_____ **(Tenant)**