

Tenancy agreement

Between: «Owner1Title» «Owner1Initials» «Owner1Surname»
«Owner2Title» «Owner2Initials» «Owner2Surname»

And: «Tenant1Title» «Tenant1Initials» «Tenant1Surname»
«Tenant2Title» «Tenant2Initials» «Tenant2Surname»
«Tenant3Title» «Tenant3Initials» «Tenant3Surname»
«Tenant4Title» «Tenant4Initials» «Tenant4Surname»

For: «Address1»
«Address2»
«Town»
«County»
«PostCode» (the property)

This is your tenancy agreement. It explains the conditions you must keep to and the services you can expect.

This agreement is made between me «OwnersTitles» and you «TenantTitles». The agreement will run for «AgreementTerm» (the term) from and including the «StartDate» and then continue until you end the agreement by giving a minimum of one months notice or I end the agreement by giving at least two months' notice in writing. Any notice you or I give must end this agreement on the last day of a calendar month.

Under this agreement, you will be the tenant of the property described on the first page and any land or outbuildings belonging to that property. The rent for the property is «Rent» («MergePcm») a calendar month. You must pay the rent on the first day of each month for the month ahead.

1 Granting the tenancy

- a You agree to rent the property and its contents (if any) until you or I end this agreement. In return you will pay the rent on the first day of each month.
- b This agreement creates an assured shorthold tenancy within Part 1 of Chapter II of the Housing Act 1988. Under section 21 of that act I may end the tenancy if:
 - the term has ended; and
 - I have given you at least two months' notice to leave the property.
- c Any notice you or I give must end this agreement on the last day of a calendar month.

Your responsibilities

2 You must do the following. Where appropriate, you must also make sure that everyone who lives in or visits the property does the following.

- a Pay my agent a deposit of «DepositHeld» («MergeDep»). You must pay this at the start of the agreement. At the end of the tenancy, my agent will refund the deposit if you have kept to the conditions of this agreement. Your deposit will be held as stakeholder by Albery Tyson. The agent is a member of the Tenancy Deposit Scheme.
- b Pay the full rent on the first day of the month, whether or not you have been asked for it.
- c Pay interest (at a rate of 7%) on any rent which you have not paid within 7 (seven) days of it becoming due. (Interest will be charged until the date that you pay the rent.)
- d Pay all fuel bills and phone bills for the property during the term, and agree that I am not responsible for those bills if you don't pay them.
- e Pay any Council Tax, local taxes and water and sewerage charges due during the term and agree that I am not responsible for those bills if you don't pay them.
- f Keep the property and contents (if any) in as good a condition as at the start of the term. During the term you must also repair all damage to the property or its contents and replace all breakage's caused by you or any person in or on the property with your permission. I may agree to accept compensation for damage or breakage's instead of your repairing or replacing the items. (Damage and breakage does not include wear and tear, damage by accidental fire, or loss or damage caused by theft, attempted theft or vandalism.)

- g Keep all windows clean and replace any broken glass.
- h Keep all gutters, waste pipes and drains serving the property free from obstruction.
- i Keep the garden fully maintained and in a neat and tidy condition.
- j Use the property as a private home for your household only.
- k Allow me, my mortgage lender and my agents to enter the property at all reasonable times in order to examine the condition of the property and carry out repairs and maintenance work.
- l Keep a current television licence while there is a television on the property and pay any necessary cable television fees.
- m Keep to all of the conditions of this agreement and, if the property is leasehold, the lease of the property.
- n Carry out, at your own expense, minor repairs and maintenance, including renewing light bulbs and tap washers.
- o Notify the Landlord or Landlords Agent promptly of any problems with fixtures, fittings, plumbing, gas or electrical installations belonging to the Landlord.
- p Leave the property and the contents in as good a condition as at the start of the term (except for reasonable wear and tear) when this agreement ends.
- q Pay for the necessary cleaning of all-loose covers, counterpanes, blankets and curtains forming part of the contents.
- r Allow me, my mortgage lender and my agents, during the last month of the agreement, to place a for sale or for let notice on the property and allow all authorised people to enter and view the property if we give you reasonable notice and arrange a reasonable time.
- s Insure your own belongings and valuables you keep in the property.

3 You must not do the following. Where appropriate you must also make sure that anybody who lives in or visits the property does not do the following.

- a Alter the property or boundary walls and fences in any way, including decorating, unless you have my written permission.
- b Prune or cut down any trees, shrubs or bushes on the property, unless you have my written permission.
- c Allow the water in any of the water pipes or cisterns on the property to freeze. (So you must take all necessary steps to prevent such freezing.)
- d Keep any animal in the property, unless you have my written permission. Such permission will not unreasonably be withheld.
- e Cause a nuisance to your neighbours or me.
- f Take any contents from the property.
- g Hold any auction on the property.
- h Place any placards, names, notices, hoardings or advertisements on the outside of the property, or in its windows.

- i Place any hut, shed, caravan, house on wheels or other movable accommodation on the property.
- j Take any action or do anything, which could result in an increased or extra premium becoming due for the insurance of the property or make any insurance policy invalid.
- k Use any portable paraffin, oil or gas heater or appliance on the property.
- l Change or fit any locks on any doors or windows in or on the property, unless you have my written permission.
- m Transfer the benefit of this agreement, sublet any part of the property or share the property with any person who is not part of your normal household.
- n Use the property for any business, trade or profession.
- o Smoke or allow anyone else to smoke in the property

My responsibilities

4 I must do the following.

- a Keep the main structure of the property weatherproof and in good condition.
- b Keep all fixtures and fittings, gas, electricity and water systems, and appliances that belong to me in good working order.
- c Keep the property and my contents fully insured, by a reputable insurer, against all usual risks.
- d Keep the boundary fences of the property in a good state of repair.
- e Repay (without interest) your full deposit when you leave the property at the end of your agreement. However, if you have broken any condition of this agreement, I will keep some or all (as appropriate) of the deposit as compensation.
- f Allow you to live in the property in peace without my disturbing you as long as you keep to this agreement.

Ending the agreement immediately

5 I may immediately enter the property and end this agreement, without affecting my rights by law or under this agreement, if you do any of the following.

- a You do not pay the rent in full within 14 (fourteen) days of it becoming due.
- b You break any condition of this agreement.
- c You become bankrupt, have a receiving order made against you, or enter into a composition (arrangement) for the benefit of your creditors.

6 Deposit

Any interest earned will belong to

- a the agent;

The Deposit has been taken for the following purposes:

- b Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- c The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- d Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

Protection of the deposit

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

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

phone 0845 226 7837
email deposits@tds.gb.com
fax 01494 431 123

At the end of the tenancy

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

- f If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- g The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days* after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The 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.
- h If, after 10 working days* following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to A 4.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- i The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (insert numbers) above.

This clause is optional if the Deposit exceeds £5000

- j If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

7 General

- a Any notice that you need to give me by law or under this agreement must be given in writing and addressed to:
«MergeWho»
A notice sent by first class post will be deemed to have been delivered on the day after it was sent.
- b Any notice that I give to you must be sent to the property. A notice sent by first class post will be deemed to have been delivered on the day after it was sent, unless it is proved that the notice has not been delivered
- c If 2 (two) or more people are named as tenant on the front of this agreement, the conditions of this agreement apply to all tenants jointly and each tenant separately.

- d If this agreement stays in force for more than a year, on each anniversary of the date of this agreement the rent may be increased in line with the retail price index or by 5% whichever is the greater.

My signature: _____

Witness's name: _____

Witness's signature: _____

Witness's address: _____

Witness's occupation: _____

Your signature: _____

Witness's name: _____

Witness's signature: _____

Witness's address: _____

Witness's occupation: _____

Housing Act 2004

A.1 This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A.1.1 Name of Landlord(s): _____

A.1.2 Actual address of the Deposit Holder:

2 Roman Way. Market Harborough. LE16 7PQ

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

harborough@alberityson.co.uk

A.1.4 Telephone number of the Deposit Holder:

01858 434400

A.1.5 Fax number (if applicable):

01858 468661

A.1.6 Tenant(s) name:

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

A.1.8 E mail address for Tenant (if applicable):

A.1.9 Mobile/Telephone number:

A.1.10 Fax number (if applicable)_____

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

A.1.11 Deposit: £_____

Deductions may be made from the Deposit according to clauses 2.A to 2.S and 3.A to 3.O of the Tenancy Agreement attached.

A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being Albery Tyson

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses A 2.1 to A 2.13 shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

Procedure for Dispute at the End of the Tenancy

- A 2.1 When the landlord and tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 working days. Failure to return the deposit within the specified period will be grounds for the tenant to refer the matter directly to the Independent Case Examiner (“ICE”).
- A 2.2 The Member must tell the tenant within 10 working days of the end of the tenancy, (or as specified in the tenancy agreement) if they propose to make any deductions from the deposit.
- A 2.3 The tenants should make their best endeavours to inform the Agent/Member if they wish to raise a dispute about the deposit within 20 working days* after the lawful end of the tenancy and vacation of the property. The Member/Agent has a maximum of 10 working days* to resolve the dispute
- A 2.4 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.
- A 2.5 The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website www.tds.gb.com or be obtained directly from The Dispute Service Ltd at the address or telephone number specified in clause (insert number) of the attached Tenancy Agreement.
- A 2.6 If the Agent/Member instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Agent/Member must send the deposit or the balance in dispute together with the relevant evidence being a copy of the tenancy agreement, inventory and schedule of condition, any check in or check out report, correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Agent/Member or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and discipline the Agent/Member.
- A 2.7 The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.
- A 2.8 The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.
- A 2.9 TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
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- A 2.10 The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.
- A 2.11 The Agent/Member and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.
- A 2.12 If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.
- A 2.13 If the landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to do so, or the Tenant is unable to contact the landlord or the Agent despite making reasonable efforts to do so, action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit because TDS are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.

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

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

Signed by the Tenant:

Signed by the Landlord/Agent:
