

ASSURED SHORTHOLD TENANCY

AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy
under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens' Advice Bureau.

This agreement is made the 06/06/2018

1 Particulars

1.1 Parties

1.1.1 The Landlord

Mr Kulwinder Singh

Contact Address: 28 Southernhay, Basildon, Essex, SS14 1EL

Telephone Number: 01268 531 911 **Email Address:** propertymanagement@balgoreslettings.com

Landlord 2 (If applicable): Mrs Jasvir Kaur

Contact Address: 28 Southernhay, Basildon, Essex, SS14 1EL

Telephone Number: 01268 531 911 **Email Address:** propertymanagement@balgoreslettings.com

Landlord 3 (If applicable):

Contact Address: 28 Southernhay, Basildon, Essex, SS14 1EL

Telephone Number: 01268 531 911 **Email Address:** propertymanagement@balgoreslettings.com

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

1.1.2 The Tenant

Tenant 1: Mr William Kofi Mawuena Agbetteh

Current Address: 3 Rosebank Gardens Northfleet Kent DA11 8RZ

Telephone Number: 07961908976 **Email Address:** willpascal15@gmail.com

Tenant 2 (If applicable) Miss Fumnanya Chukwu Osenomen Oboite

3 Rosebank Gardens, Northfleet, Kent, DA11 8RZ

07946097618 nanya.oboite@ymail.com

Post Tenancy

Contact Address: 628 Westhorpe Avenue Eltham SE9 6TF

Contact Telephone Number: 07961908976 **Email Address:** willpascal15@gmail.com

1.1.3 Permitted Occupiers:

Those persons defined as permitted occupiers do not have any rights or obligations as per the Tenant listed in clause 1.1.2 and are only permitted to reside at the Property with the permission of the Tenant.

1.1.4 Relevant Person (If Applicable)

Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person.

The Relevant Person is (If applicable):**Contact Address:****Telephone Number: Email Address:**

Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

The parties listed above agree that the Landlord or the Landlord's Agent may provide their name, address and other contact details to third parties including, but not limited to, the Landlord, contractors, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

1.2 The Landlord's Agent

The "Landlord's Agent" shall mean Balgore Lettings Ltd, 28 Southernhay, Basildon, Essex, SS14 1EL or such other agents as the Landlord may from time to time appoint.

1.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.4 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum right of occupancy of six months).

1.5 Property

- 1.5.1 The Property situated at and being 3 Rosebank Gardens, Northfleet, Kent, DA11 8RZ, together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.
- 1.5.2 The Property is not let as a House in Multiple Occupation within the meaning of the Housing Act 2004. The property does not require the landlord to hold a licence to be able to lawfully let it.

1.6 Term

- 1.6.1 The Term shall be from and including 06/06/2018 to and including 05/06/2019 and then the tenancy continues as a monthly contractual periodic until ended following either party giving Notice. Please see clause 2.5 as it contains important information about what you must do to end the tenancy.
- 1.6.2 The "Term" is to include any periodic continuation of the tenancy beyond the fixed term.

1.7 Rent

- 1.7.1 The Rent shall be £1,050.00 per PER MONTH, payable in advance.
- 1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord's Agent by banker's standing order or such other method as the Landlord's Agent shall require.
- 1.7.3 The first payment of £1,050.00 being due on 06/06/2018 or prior to the date of taking possession.
- 1.7.4 Thereafter the "Rent Due Date" will be the 06th per PER MONTH during the Term of this agreement.
- 1.7.5 Overdue rental payments will be subject to interest at the rate of 6% per annum calculated from the date the payment was due up until the date payment is received.
- 1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 1.7.7 It is agreed that if the Landlord or the Landlord's Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
- 1.7.8 **Rent Increase**
 - 1.7.8.1 If for any reason the Tenant remains in possession of the Property, or the lawful Tenant of the Property, for more than 12 months, then the Rent will increase once each year.
 - 1.7.8.2 The first increase will be the first Rent Due Date more than 363 days after the commencement date.
 - 1.7.8.3 Subsequent increases will be on the first Rent Due Date more than 363 days since the last rent increase.
 - 1.7.8.4 Not applying the rent increase at the first Rent Due Date more than 363 days after the commencement date or last rent increase date will not then prevent the Landlord applying an increase on any future Rent Due Date.
 - 1.7.8.5 The reviewed rent will not be lower than rental amount payable immediately before that review.

1.8 Deposit

- 1.8.1 The Deposit of £1,384.62 is paid by the Tenant to the Agent.
- 1.8.2 The Deposit is held by, the Agent as stakeholder. The Agent is a member of the Tenancy Deposit Scheme (TDS).
- 1.8.3 Any interest earned will belong to the Agent.
- 1.8.4 The Deposit has been taken for the following purposes
 - 1.8.4.1 Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, Insured risks and repairs that are the responsibility of the Landlord.
 - 1.8.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
 - 1.8.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
 - 1.8.4.4 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.
 - 1.8.4.5 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.
- 1.8.5 Subject to TDS Insured Scheme Rules, the Deposit will be refunded within 10 days, less any deductions, once the following have been completed:
 - 1.8.5.1 possession of the Property has been returned to the Landlord and
 - 1.8.5.2 all keys have been returned to the Landlord and
 - 1.8.5.3 both parties have confirmed their acceptance of any Deposit deductions and
 - 1.8.5.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.
- 1.8.6 The Deposit is not transferable by the Tenant in any way.
- 1.8.7 The Deposit will be protected by TDS in accordance with the Insured Scheme Rules of TDS. The Insured Scheme Rules and alternative dispute resolution rules governing the protection of the Deposit, including the repayment process, can be found at www.thedisputeservice.co.uk.
- 1.8.8 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord's Agent the further amount, within 14 days of the request being made.
- 1.8.9 The Deposit will be refunded, less any deductions, (this could be "to the Lead Tenant" or "to the Relevant Person" or "equally to the parties forming the Tenant" or "to any one of the parties forming the Tenant and this will be considered a full refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.")

1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

2 Legal Notices

2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as in clause 1.1.1 of this agreement. An address within England and Wales for service of notices is as in clause 2.2.

2.2 Section 48

Until you are informed in writing to the contrary, notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of notices (including notices in proceedings) is as follows:

28, Southernhay, Basildon, Essex, SS14 1EL

If the Tenant wishes to serve notice to end the tenancy, this is the address to which it must be sent.

2.3 Notice service

- 2.3.1 Any notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
 - 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or

- 2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.
- 2.3.2 Any notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
 - 2.3.2.1 left at the Landlord's address during the Term only or the last known address of the Landlord at any time or
 - 2.3.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2 or
 - 2.3.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.
- 2.3.3 If any notice or other document is left at the Property or Landlord's address, service shall be deemed to have been on the day it was left.
- 2.3.4 If any notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Post and Notices Received

- 2.4.1 The Tenant agrees to forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord without delay. If a relevant Local Authority gives notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

2.5 Break Clause

- 2.5.1 This agreement creates a single tenancy that starts with a fixed term and then becomes periodic. This would normally guarantee both parties the rights and obligations for the fixed term and a minimum of one period. The following two clauses allow either party to terminate the agreement earlier than that date, but not before the end of the fixed term (the date quoted in 1.6.1 as "to and including (date)").
- 2.5.2 The Landlord may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.
- 2.5.3 The Tenant may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Landlord at least one month's written notice stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause. While the tenancy is periodic the one month's written notice must expire the day before a Rent Due Date.

2.6 Unspent Convictions

- 2.6.1 The Tenant agrees to notify the Landlord of any convictions during the Term of this tenancy so that the Landlord can appropriately notify the insurance company.

3 Possession

- 3.1 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:
 - 3.1.1 the Rent or any part of it is in arrears, whether formally demanded or not, or
 - 3.1.2 the Tenant is in breach of any of the obligations under this agreement, or
 - 3.1.3 any of the grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement), or
 - 3.1.4 a notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),

Tenants who are unsure of their rights should seek advice.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manner specified.
- 4.1.2 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges, including any Green Deal cost) and all charges for the

telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.

- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents. The Landlord is not responsible for any connection charges for services such as gas, electricity, water, telephone if the services are not currently connected.
- 4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless and until the tenancy is lawfully terminated. This includes refunding the Landlord any charge levied against the Landlord in respect of the Property.
- 4.1.5 Pay a fee of £90 including any VAT in relation to the preparation of the "check out" at the end of the tenancy.
- 4.1.6 Pay a fee of £60 including any VAT being the reasonable costs of the Landlord for each letter the Landlord, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.
- 4.1.7 Pay a charge of £60 including any VAT to the Landlord for any payment presented to the Landlord's bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails.
- 4.1.8 Notify the relevant authorities and arrange and pay final accounts on possession being returned to the Landlord.
- 4.1.9 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 4.1.10 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord when the Tenant moves out.
- 4.1.11 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.
- 4.1.12 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and woodboring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 4.1.13 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the Property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the Property. Those allowed to live in the Property are specified in clause 1.1.3.
- 4.1.14 Pay the full costs of any action taken for breach of contract or possession of the Property, including court fees and all other associated costs, limited only if the court set an amount this is reclaimable.
- 4.1.15 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter, or inappropriate or unauthorised use of any appliances), the Tenant agrees to be responsible for the reasonable costs of the contractor's visit.
- 4.1.16 Where the Tenant agrees an appointment for a contractor to visit, the Tenant agrees to pay any costs incurred if they fail to keep that contractor appointment.
- 4.1.17 Should the Tenant wish to vacate the property prior to expiry of this agreement, they may only do so with prior agreement of the Landlord or their Agent. Where the Landlord or Agent agrees to such early vacation, the Tenant will be liable to continue to pay the rent at the same rate until such time as suitable new Tenants take possession of the property. In addition to this the Tenants must bear any out of pocket expenses borne by the Landlord and Agents including without limitation, the agents commission for the remaining months in the tenancy which will be calculated at 12% (10% + vat) of the rent for the remaining months left in the fixed term Tenancy.

4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.
- 4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- 4.2.6 Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance, the Tenant agrees to get the chimney swept as often as needed.

- 4.2.7 The Tenant agrees to test all smoke and carbon monoxide alarms on a weekly basis, to clean the alarms on a three month basis using the soft brush of a vacuum cleaner and to replace replaceable batteries as and when necessary.

4.3 The Property

- 4.3.1 Promptly notify the Landlord in writing by email to propertymanagement@balgoreslettings.com , when the Tenant becomes aware of:
- 4.3.1.1 any defect, damage or want of repair in the Property including any shared rights of access, stairways, communal parts, paths and drives., other than such as the Tenant is liable to repair in 4.2.1 above,
- 4.3.1.2 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in the manner a responsible and conscientious tenant would.
- 4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions from the Property or store them in the cellar or outside the main dwelling.
- 4.3.6 Not exhibit any promotional poster or notice so as to be visible from outside the Property.
- 4.3.7 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.
- 4.3.8 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include, but not limited to, putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.
- 4.3.9 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.
- 4.3.10 Not permit any visitor to stay in the Property for a period of more than three weeks within any three month period.
- 4.3.11 Permit the Landlord and or the Landlord's Agent or others, after giving 24 hours written notice and at reasonable hours of the daytime, to enter the Property:
- 4.3.11.1 to view the state and condition and to execute repairs and other works upon the Property or other properties, or
- 4.3.11.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale, or
- 4.3.11.3 to show prospective tenants the Property, during the last two months of the Term and to erect a board to indicate that the Property is to let.
- 4.3.12 Where the Landlord or the Landlord's Agent have served a valid written notice of the need to enter to view the state and condition or to effect repairs (except in case of emergency when access shall be immediate), the Tenant agrees to them using their keys to gain access if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.13 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.14 Not change the locks (or install additional locks) to any doors in the Property, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent when possession is returned to the Landlord.
- 4.3.15 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.16 Keep the Property, at all times, sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.17 In relation to clause 4.3.16 , the tenant specifically undertakes to
- 4.3.17.1 Regularly wipe away any moisture from all window frames and sills
- 4.3.17.2 leave a window open in the kitchen (if applicable)when cooking to allow steam to disperse quickly
- 4.3.17.3 leave a bathroom window open (if applicable) when bathing to allow steam to disperse quickly
- 4.3.17.4 not to disconnect the extractor fan in an indoor bathroom or kitchen and to immediately advise the landlord or his agent if the extractor fan stops working
- 4.3.17.5 during periods of cold weather to leave minimal background heating on throughout the day
- 4.3.17.6 briefly open windows that have steamed up, or the nearest one that opens, in order to clear the excess moisture quickly
- 4.3.18 Not block ventilators provided in the Property.
- 4.3.19 Report to the Landlord any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.20 Not use any gas appliance that has been declared unsafe by a statutorily approved contractor, or disconnected from the supply.

- 4.3.21 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.22 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.23 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.24 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of these obligations.
- 4.3.25 Not keep any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.26 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self-closing mechanism.
- 4.3.27 The Tenant agrees that all improvements, alterations, fixtures and internal finishes and additional services made or installed by the Tenant remain with the Property to the benefit of the Landlord. This does not prevent the Landlord charging for restoring the Property back to the condition it was at the commencement of the tenancy, fair wear and tear accepted.
- 4.3.28 Not keep any cats or dogs on the Property. Not keep any other pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent.
- 4.3.29 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.30 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.31 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.

4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property subject only to the design and construction limitations of the building.
- 4.4.3 The Tenant shall not carry on any profession, trade or business at the premises including a "home business" as defined by section 43ZA Landlord and Tenant Act 1954 (or as defined by regulations made under that section), nor allow anyone else to do so, without the prior written consent of the Landlord
- 4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Landlord or the Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as listed in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord and a new tenancy agreement drawn up if necessary.
- 4.4.9 Not leave the Property vacant for more than 28 days without providing the Landlord with reasonable notice.
- 4.4.10 Check the inventory and report any errors/deficiencies to the Landlord, returning a copy with any annotations/corrections as necessary within 7 days.
- 4.4.11 Not change the supplier of utility services without approval from the Landlord or the Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord or the Landlord's Agent with the new supplier's details including the Property reference number.
- 4.4.12 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.

- 4.4.13 Ensure that all adult occupiers of the Property maintain a "Right to Rent" as defined by the Immigration Act 2014 at all times during the Term.
- 4.4.14 Not alter the operation of, or disable, the smoke or Carbon Monoxide alarms.
- 4.4.15 Not disable or alter the operation or code of the burglar alarm (where applicable).
- 4.4.16 Be responsible for maintenance of the burglar alarm (where applicable).
- 4.4.17 Not to smoke within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.
- 4.4.18 To ensure that when the property is left vacant suitable precautions have been taken to ensure that the water pipes and associated services will not freeze. The heating thermostat (if applicable) should be left on a minimum temperature of 12 degrees Celsius on a constant setting. Properties without heating or methods of control should have the water system drained fully if being vacated for over 14 days.
- 4.4.19 To replace at the Tenant's own expense, all fuses, light bulbs, fluorescent tubes, vacuum cleaner bags and belts and to carry out other similar minor day to day maintenance and to clean the windows regularly and at the end of the Tenancy
- 4.4.20 Not to tamper with any part of the gas installation at the premises for any reason whatsoever or install or tamper with any gas appliance whether owned by the tenant or the landlord
- 4.4.21 Not to tamper with any part of the electrical installation at the premises for any reason whatsoever or install or tamper with any fixed mains or portable electrical appliance whether owned by the tenant or the landlord
- 4.4.22 If part of the rent is paid directly to the Landlord or the agent by way of Housing Benefit, the Tenant must pay the shortfall (if any) between monies paid by Housing Benefit and the rent as reserved under this Tenancy Agreement and the Tenant further undertakes to use his best endeavours to assist the Landlord or his Agent to expedite the receipt of such benefit.
- 4.4.23 As a result of the "Furniture & Furnishings (Fire) (Safety) Regulations 1988 (As Amended In 1989 And 1993)" the Tenant agrees not to remove any label from any item of furniture included in the tenancy and in the event of any such labels being removed during the course of the tenancy, the tenant agrees to replace the said item of furniture with a similar and if possible matching item at the tenants own expense.
- 4.4.24 The tenant must not leave any refuse in the front or rear gardens other than in the bin or bins provided, which must be left in the allotted storage areas (if any). Bins must not be over filled so that the lids do not close. Any further refuse (including for example, old bed bases and white goods etc) must be disposed of by the tenant (sometimes by contacting the local authority) but in any event, not left on display. The tenant accepts liability for any fines that may be imposed either on themselves or the landlord by the local authority for failing to comply with this clause
- 4.4.25 The tenant is responsible for any anti-social behaviour by themselves and/or their visitors

4.5 Insurance

- 4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.
- 4.5.3 The Tenant agrees to take out and maintain a suitable Tenant Liability policy during this Tenancy Agreement, evidence of this policy to be provided upon request.

4.6 End of tenancy

- 4.6.1 Return possession of the Property in the same good clean state and condition as it was originally provided to the Tenant, even if this was under a different tenancy agreement, and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during that time (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.6.2 Return all keys to the Property to the Landlord on the last day of possession (or sooner by mutual arrangement).
- 4.6.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted) or arrange the washing and cleaning themselves all at their own expense.
- 4.6.4 Leave the oven, fridge, fridge/freezers, freezers, washing machines, dishwashers and any other appliances included in the inventory in the same state of cleanliness as it is listed in the inventory.
- 4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.6 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.
- 4.6.7 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.

- 4.6.8 The Landlord is not liable to compensate the Tenant for any works the Tenant has carried out to the Property, whether carried out with or without the Landlord's consent, unless the consent to do the works specifically included an agreement to compensate the Tenant.

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure. However, the Landlord is under no obligation to rehouse the Tenant or to pay for any alternative accommodation.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay for damage they cause to the Property as claiming on insurance will increase the Landlord's premiums.
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.
- 5.8 Pay the Tenant's reasonable costs, reasonably incurred and which cannot be mitigated, if the Landlord or the Landlord's Agent fail to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.
- 5.9 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
- 11 (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes); (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

6 Tenancy Deposit Protection Prescribed Information

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

Name: The Dispute Service Ltd
 Address: PO Box 1255
 Hemel Hempstead
 Herts
 HP1 9GN
 Telephone number: 0845 226 7837/01844 262891
 Email Address: deposits@tds.gb.com
 Fax Number: 01442 253193

- 6.2 Information provided by TDS in a leaflet is provided with this tenancy. Please see www.thedisputeservice.co.uk for further information provided by the scheme.
- 6.3 The Deposit will only be repaid at the end of the tenancy when the conditions in clause 1.8.5 and sub clauses have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by TDS, or on the order of a court.
- 6.4 If either party is not contactable at the end of the tenancy then the other should contact TDS for advice. Further information can be found in the TDS leaflet provided with this tenancy.
- 6.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to TDS for the free alternative dispute resolution service or seek a county court order for a judgement on their claim. Further information can be found in the TDS leaflet provided with this tenancy.
- 6.6 TDS offer free dispute resolution for deposits covered by them. Applications should be made to TDS.

- 6.7** The Deposit value is as per clause 1.8.1.
- 6.8** The address of the Property is as per clause 1.5.
- 6.9** The contact details of the Landlord are as per clause 1.1.1.
- 6.10** The contact details of the Tenant are as per clause 1.1.2.
- 6.11** Information about any Relevant Person is in clause 1.1.4.
- 6.12** The reasons for possible deductions from the Deposit are listed in clause 1.8.4 and sub clauses.
- 6.13** The Lead Tenant for this tenancy will be Mr William Kofi Mawuena Agbetteh. Where there are multiple individuals making up the Tenant, each of them agrees with the others that any one of them may consent on behalf of all the others to use alternative dispute resolution through TDS to deal with any dispute about the deposit at the end of the tenancy.

7 Housing Benefit (If Applicable)

- 7.1** The Tenant agrees that the appropriate authority may discuss with the Landlord the details of any Housing Benefit, Council Tax or Universal Credit claims made at any time in relation to the renting of the Property.
- 7.2** If the Landlord or Landlord's Agent so requires and the rules allow it, the Tenant consents to any Benefit being paid directly to the Landlord.
- 7.3** The Tenant agrees to refund to the Landlord's Agent any Benefit overpayment recovery which is sought from the Landlord or the Landlord's Agent in respect of this tenancy, either before or after the Tenant has vacated the Property, where this creates a shortfall in the money owed to the Landlord or the Landlord's Agent.

8 Guarantor (If Applicable)

- 8.1** In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rent or other monies lawfully due.
- 8.2** The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.
- 8.3** The Guarantor agrees to make payments lawfully due under clause 8.1 or 8.2 even after the Tenant has returned possession of the Property to the Landlord.

9 Forfeiture

- 9.1** If the rent or any instalment or part thereof shall be in arrears for at least seven days after the same shall have become due (whether legally demanded or not); or
If there shall be a breach of any of the agreements or provisions of this Tenancy Agreement on the part of the Tenant herein contained; or
If the Tenant shall commit any act of bankruptcy or become bankrupt; or
If the Tenant to whom the Property is let is a company and the Tenant goes into liquidation (either voluntarily or compulsorily save for the purpose of reconstruction) or shall have a Receiver or Administrative Receiver or Administrative Receiver or Manager appointed for it or in respect of any part of its assets or undertakings; THEN
The Landlord may re-enter the Property or any part thereof in the name of the whole and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.

10 Special Conditions

- 10.1** Notwithstanding the provisions contained earlier in this Agreement relating to the term of the tenancy the Tenant agrees that the Landlord shall have the right to terminate the Tenancy by giving to the Tenant not less than two months' notice in writing to end the Agreement at any time after four months have elapsed. The notice is to be sent by first class post or delivered by hand to the address of the Premises as shown in this Agreement. Upon expiry of the notice this Agreement shall cease except that the Landlord and the Tenant can pursue their legal remedies against the other for any breach of any pre-existing rights under the Agreement apart from the pre-existing right to a fixed term contract which is subject to this break clause
- 10.2** The Landlord hereby agrees that the Tenant may give two months written notice to terminate this Tenancy Agreement at any time after four months have elapsed, but not to expire between 21st December and the 7th January, such notice to be served on a rent due date and be signed by all Tenants named in section 1.1.2

The Landlord or the Landlord's Agent sign this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord certifies that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord, by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

DocuSigned by: *Kulwinder Singh* 15-May-2018 | 18:52:18 BS+ DocuSigned by: *Jasvir Kaur* 15-May-2018 | 10:26:32 BS+
 90C03820E8114DF... 90C03820E8114DF...
 SIGNATURE(S) OF LANDLORD(S)

The Tenant is advised to ensure they have read and understood this agreement before signing it.

The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided for the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief.

DocuSigned by: *William Kofi Mawunanya Bkettah* 10-May-2018 | 21:19:42 BS+ DocuSigned by: *[Signature]* 10-May-2018 | 22:32:39 BS+
 CD14E776945F419... 0BD1FF8E1BBF440...
 SIGNATURE(S) OF TENANT(S)

Important Information About Your Tenancy

RENT ISSUES:

CALL 01268 531 911 OR

EMAIL: rent@balgoreslettings.com

Property Repairs and Maintenance:

These should be reported via our online service which can be found at:

balgores.fixflo.com

Here you will be able to report your fault and provide pictures.

Or EMAIL: repairs@balgoreslettings.com

OUT OF HOURS EMERGENCY REPAIR SERVICE.

For emergencies out of hours you should call:

Gas – National Grid	0800 111 999
Power Cut -	105
All else – Effect Interiors	07708 167 896



The service will run from 6.00pm Monday to Friday & from 5.00pm Saturday to 9.00am Monday. Outside of these hours all calls MUST be directed to the office in the normal way.

The Contractors will only be able to carry out emergency repairs, i.e if there is a leak they will stop the leak and carry out the remainder of the work during normal working hours at the earliest opportunity.

Please note that if you call out a contractor and the repair is found to be of a non-emergency nature then they are instructed not to carry out the repair unless you pay them directly whilst they are there. If you decide not to do this then you will be liable for a call out charge of £80.00

I/WE HEREBY ACKNOWLEDGE THAT I/WE HAVE BEEN INFORMED THAT MY LANDLORD HAS CHOSEN
BALGORES AS THEIR MANAGING AGENT AND I/WE SHOULD USE THE NUMBER OR EMAIL ADDRESS
PROVIDED ABOVE IN THE CASE OF ANY ISSUES REGARDING THE TENANCY.

SIGNATURE	NAME	DATE

Guidance

How to rent: the checklist for renting in England

Updated 17 January 2018

This information is frequently updated. Search on GOV.UK for [How to rent](#)

The online version contains links you can click on to get more information. If you do not have internet access, ask your local library to help.

Who is this guide for?

This guide is for people who are about to rent a house or flat.

Most of it will equally apply if you are in a shared property but in certain cases [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) or people with licences – nor tenants where the property is not their main or only home.

1. Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights but also some responsibilities.

This guide will help you to understand what questions to ask, what your rights are, and what responsibilities you have. This will help you create a positive relationship with your landlord, but we also tell you how to get help if things go wrong.

When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

Your landlord **must** provide you with a copy of this booklet, so **use the checklist and keep it safe** to protect yourself from problems at every stage.

2. Before you start

- How long do you want the tenancy for? You can ask for a tenancy to be any time between 6 months and 7 years long.

- What can you afford? Think about how much rent you can afford to pay: 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- If you are on housing benefit or Universal Credit, there is no reason that it should affect your ability to pay rent. But check with this [online calculator](#) to see if you can afford to live in the area you want.
- Decide which area you would like to live in and how you are going to look for a rented home. The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- Have your documents ready. Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- Do you have the right to rent property in the UK? Landlords must check that all people aged over 18 living in their property as their only or main home have the right to rent. They will need to make copies of [your documents](#) and [return your original documents to you](#).
- Will you need a rent guarantee? Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, ask [Shelter](#) for help.

3. Renting from a landlord or a letting agent?

Direct from the landlord

Look for landlords who belong to an [accreditation scheme](#). Your [local authority](#) can advise you about accreditation schemes operating in your area.

The [National Landlords Association](#) and the [Residential Landlords Association](#) run national schemes.

Watch out for scams! Be clear who you are handing money over to, and why.

Through a letting agent

Find out what fees (and costs) you will be charged and when you need to pay them. By law, a breakdown of all fees should be clearly visible to you in the agent's office and on their website.

What [independent complaints scheme](#) is the agent a member of? Do they offer [client money protection](#)? By law, this information should also be clearly visible to you.

Are they accredited through a professional body like [ARLA](#), [NALS](#), [RICS](#) or [UKALA](#)? This means they have the right protection for their clients' money, and safeguards you if they go bust or misuse your funds (such as rent payments and your deposit). Look for the [SAFEagent](#) sign too.

4. Looking for your new home

Questions to ask

- Deposit protection. If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it. You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together.
- How long is the tenancy for? There is usually a fixed period of 6 or 12 months. If you want more security, you can ask for a longer fixed period of up to 7 years. Many landlords are happy to offer longer tenancies.

- Children, smoking and pets. Check if there any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these.
- Fixtures and fittings. Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- [Smoke alarms – and carbon monoxide detectors](#) if you have solid fuel appliances. Check these are provided. If not, your landlord must install them. They could save your life.
- If the building becomes unfit to live in. Check that the tenancy agreement excuses you from paying rent should the building become unfit to live in because of a fire or flood.

Check who your landlord is

They could be [subletting](#) – renting you a property that they are renting from someone else. If they are subletting, check that the property owner has consented.

Find out who you should speak to if any repairs need doing.

Ask whether the property is [mortgaged](#).

Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.

Houses in Multiple Occupation (HMOs)

HMOs are usually properties in which unrelated people share facilities such as the kitchen or bathroom.

Large HMOs (more than 2 floors, and more than 4 people) need to be licensed. Check your landlord has done that. In large HMOs, landlords must by law give tenants a statement of the terms on which they live in the property.

5. When you've found a place

Check the paperwork

- Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities. The landlord or agent usually provides one but you can request to use a different version. The government has published a [model tenancy agreement](#) that can be used.
- If you have any concerns about the agreement, seek [advice](#) before you sign.
- Agree an inventory (or check-in report) with your landlord and, as an extra safeguard, make sure that you take photos. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy.
- Remember to take meter readings when you move in. This will help make sure you don't pay for the previous tenant's bills.
- Contact details. Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency.
- Code of practice. Check that whoever is managing the property is following a [code of practice](#).

The landlord must provide you with:

- A copy of this guide “How to rent: the checklist for renting in England” as a printed copy or, if you agree, via email as a PDF attachment.
- [A gas safety certificate](#). The landlord must provide one each year, if there is a gas installation.
- Deposit paperwork. If you have provided a deposit, the landlord must protect it in a [government approved scheme](#). Make sure you get the official information from the scheme, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- The [Energy Performance Certificate](#). This will affect your energy bills and the landlord must provide one (except for Houses in Multiple Occupation).

If your landlord doesn't provide these, they can't evict you until they do.

The landlord should provide you with:

A record of any [electrical inspections](#). All appliances must be safe and [checks every 5 years](#) are recommended.

6. Living in your rented home**The tenant must:**

- Pay the rent on time. If you don't, you could lose your home because you have broken your tenancy agreement. If you have problems, [GOV.UK](#) has links to further advice.
- Look after the property. But get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- Be considerate to the neighbours. You could be evicted for anti-social behaviour if you aren't.
- Not take in a lodger or sub-let without checking whether you need permission from your landlord.

And also you, the tenant, should:

- Make sure you know how to operate the boiler and other appliances and know where the stop cock, fuse box and any meters are located.
- Regularly test your smoke alarms and carbon monoxide detector – at least once a month.
- Report any need for repairs to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not report it.

The landlord must:

- Maintain the structure and exterior of the property.
- Fit [smoke alarms](#) on every floor and [carbon monoxide alarms](#) in rooms using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your [landlord](#) to install them.
- Deal with any problems with the water, electricity and gas supply.

- Maintain any appliances and furniture they have supplied.
- Carry out most [repairs](#). If something is not working, report it to the landlord (or their agent) as soon as you can.
- Arrange an annual [gas safety check](#) by a Gas Safe engineer (where there are any gas appliances)
- Give at least 24 hours notice of visits for things like repairs – the landlord cannot walk in whenever they like.
- Get a licence for the property, if it is a licensable property.

And also the landlord should:

- Insure the building to cover the costs of any damage from flood or fire.

7. At the end of the fixed period

If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

Do you want to sign up to a new fixed term?

There may be costs for this, particularly if you rent through an agent. If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – you can leave at any time by giving one month's notice. Or your landlord can end the contract at 2 months' notice.

Your landlord might want to increase your rent

Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

If you or the landlord want to end the tenancy

There are things that both landlords and tenants must do at the end of the tenancy:

Giving notice

It is a legal requirement for landlords to give you proper notice if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given at least 2 months' notice.

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical.

Return of deposit

Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a 'check-out inventory'). If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).

Rent

Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.

Bills

Do not leave bills unpaid. This might have an impact on your references and credit rating.

Clear up

Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. The landlord is entitled to dispose of possessions left in the property after, typically, 14 days.

8. If things go wrong

There are often legal protections in place for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- If you are having financial problems, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact [Citizens Advice](#) or [Shelter](#) as soon as possible.
- If the property is in an unsafe condition and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards.
- If you have a serious complaint that has been checked by your local authority, your landlord cannot evict you for 6 months, and must repair the fault.
- Unannounced visits and harassment from your landlord – contact your [local authority](#), or if more urgent dial 999.
- If you are being [forced out illegally](#), [contact the police](#). If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#) – you can only be legally removed from the property with a court order.

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#).

Depending on your circumstances, they may have a legal duty to help you find accommodation and, even if not, they can provide advice.

The local authority should not wait until you are evicted before taking action to help you.

If you are reading a print version of this guide and need more information on the links, email PRSReview@communities.gsi.gov.uk.

Links

This guide is best viewed online as it contains hyperlinks.

If you are reading this on a computer or tablet, you can click on the links to go to other websites with more detailed information. They are coloured blue and [underlined like this](#).

Disclaimer: The department is not responsible for the content of external links. They are the responsibility of those organisations.

Your TDS guide to:

What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants

TDS Scheme Leaflet. 6th Edition, Revised April 2018
Rebranded 2017 © TDS

There is a printer-friendly version of this leaflet on our website.

Insured

This leaflet deals with the Insured scheme only. There is a separate leaflet for TDS Custodial.

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What is TDS?

The Dispute Service Ltd operates two tenancy deposit protection schemes, authorised by the government: Insured and Custodial. This leaflet deals with the Insured scheme only. There is a separate leaflet for TDS Custodial.

TDS has two main roles:

- To protect deposits;
- To help resolve disputes about deposits.

What is tenancy deposit protection?

Tenancy deposit protection applies to all deposits for assured shorthold tenancies that started in England or Wales on or after 6 April 2007.



By law, a landlord or agent who receives a deposit for such a tenancy must protect the deposit.

Most residential tenancies in the private rented sector are assured shorthold tenancies, with some exceptions. For example, a tenancy cannot be an assured shorthold tenancy if:

- the tenant is a company;
- the rent is more than £100,000 a year;
- the tenancy is for a holiday let; or
- a university or college rents the accommodation to its students.

03

Insured scheme only.
There is a separate
leaflet for TDS
Custodial.

What does tenancy deposit protection mean?

- Protecting a tenant's deposit with a government-authorised scheme such as TDS;
- Providing the tenant with prescribed information about where their deposit is being protected and how it will be managed.

Tenancy deposit protection schemes can be one of two kinds:



Custodial – this is where the scheme itself holds the deposit during the tenancy.



Insurance backed – this is where the landlord or agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that the tenants will always get the money back to which they are entitled.

Each tenancy deposit scheme has its own rules setting out in detail how it operates.

The TDS Rules are available from the TDS website and on request.

What are the legal requirements?

These are contained in sections 212 to 215 of, and Schedule 10 to, the Housing Act 2004 (as amended). Tenancy deposit protection applies to money received by a landlord or agent that is meant to be held as security in case a tenant does not comply with their obligations.



The landlord or agent must comply with the initial requirements of an authorised tenancy deposit protection scheme **within 30 days of receiving the deposit.**

To protect a deposit with TDS, the landlord or agent needs to:

- belong to the scheme;
- register the deposit on the TDS tenancy database;
- pay a membership subscription or deposit protection charge.

A TDS Member (landlord or agent) must also give the tenant ‘prescribed information’. The information is set out in the Housing (Tenancy Deposits (Prescribed Information) Order 2007. It must also be given to anyone who paid the deposit on the tenant’s behalf.

The prescribed information includes:

- the contact details of the landlord and tenant
- the rented property’s address
- the deposit amount
- this leaflet.

The landlord or agent must also specify which tenancy agreement clauses say how the deposit can be used.

Tenants must be given the opportunity to:

- check any document the landlord provides containing prescribed information; and
- sign it to confirm the information is accurate.

Insured scheme only.
There is a separate
leaflet for TDS
Custodial.

What if the landlord or agent does not comply?

A landlord or agent should protect the deposit in an authorised scheme and provide the tenant (and any sponsor) with the prescribed information within 30 days of receiving the deposit.

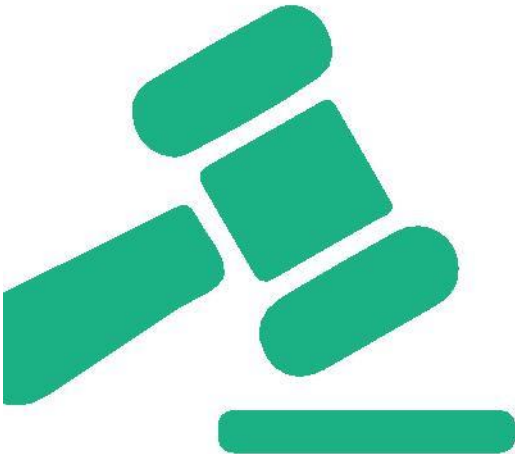
If they don't do so, then the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to protect the deposit or repay it to the tenant. The court can also order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

A landlord who has not correctly protected a deposit cannot serve a notice to end the tenancy and regain possession of it under section 21 of the Housing Act 1988. The landlord

can only serve such a 'section 21 notice' after the deposit has been repaid or after any court case about the deposit has ended.

A landlord who has not given the tenant prescribed information within 30 days must not issue a section 21 notice until the prescribed information has been given. If this takes place more than 30 days after the landlord or agent received the deposit, the tenant can still apply to court for compensation of between one and three times the deposit's value.

TDS cannot award compensation to tenants if a landlord or agent fails to comply with the law relating to tenancy deposit protection. This can only be dealt with by the courts.



06

Is my deposit protected?



Tenants can check if their deposit is registered with TDS by visiting www.tenancydepositscheme.com

If tenants have received a Tenancy Deposit Protection Certificate, they should enter the code number from that certificate. Alternatively they can enter their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

If a member informs TDS that the protection of a deposit should be ended, TDS will make reasonable efforts to inform the tenant before ending the protection.

If the tenancy has not ended, the tenant (or one of the joint tenants) can object to the ending of deposit protection by phoning the TDS customer contact centre.

If the tenancy has ended and the tenant is not satisfied with the proposed split of the deposit, then the tenant can ask TDS to resolve the dispute within three months after the end of the tenancy.

07

Insured scheme only.
There is a separate
leaflet for TDS
Custodial.

What happens to the deposit after the landlord or agent receives it?

The landlord or the agent will hold the deposit during the tenancy. The tenancy agreement should state who receives any interest it makes.



If there is no dispute about the return of the deposit at the end of the tenancy, the landlord or agent must pay the deposit to the tenant without delay, less any deductions that the tenant has agreed.

Who raises a dispute if there is no agreement about the deposit return?

If there is a dispute about the return of the deposit or about proposed deductions, the parties should try to reach agreement without delay. Most disputes are resolved informally in this way. But if the deposit has not been returned to the tenant within 10 days of the tenant asking for it, the Housing Act 2004 allows the tenant to ask TDS to resolve the dispute.

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

The landlord or agent can take a payment from the deposit if:

- both landlord and tenant have agreed; or
- the court has ordered the deposit to be paid; or
- TDS directs to send the money to TDS.



Once TDS has been asked to resolve a deposit dispute, the landlord or the agent must send the disputed amount to TDS. By this time, the landlord or agent should have paid the tenant any part of the deposit that is not an agreed deduction or in dispute.

If whoever is holding the deposit does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. This will not delay TDS in resolving the dispute.

If the deposit holder cannot pay the disputed amount, for example because it has become insolvent, TDS will arrange the adjudication, pay the tenant the amount awarded by the adjudicator and make a claim to its insurers.

The law requires TDS to guarantee only that the tenant receives the amount they are entitled to.



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leaflet for TDS
Custodial.

How are disputes resolved?¹

The tenant will ask TDS to resolve the dispute by going online at www.tenancydepositscheme.com and completing a **Dispute Application Form** giving details of the dispute.

The deposit holder must then send the disputed amount to TDS. TDS will copy the dispute details to the agent or landlord who is to respond to the dispute and give them 10 working days to do so. The agent or landlord will need to confirm that they want TDS to resolve the dispute, and send in their evidence. After this the tenant will also be given 10 working days to respond to the agent's/landlord's evidence, and send in any evidence that they also wish the adjudicator to consider.

If all the parties agree to TDS resolving the dispute, TDS will appoint an impartial adjudicator to make a binding decision, normally within 28 days of receiving the parties' consent to resolving the dispute and receiving the evidence they wish to be considered. If landlords and agents do not reply, they are treated as consenting to TDS resolving the dispute. In all these cases, the adjudicator will normally make a decision within 28 days after the deadline for receipt of evidence.

Within a further 10 days or less of the adjudicator's decision, **TDS will pay the amount due to each party.**

The adjudicator's decision will be based on the evidence sent to TDS – there will be no hearing or visit to the property.

The adjudicator's decision is final. There is no right of appeal to TDS or to the government department in charge of the tenancy deposit protection schemes.



Further details are set out in **The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes** at www.tenancydepositscheme.com

¹ If a Letting Agent or Landlord is using TDS DIRECT only the tenant can raise a dispute. Agents and landlords cannot raise a dispute if they are using TDS DIRECT. TDS may at its discretion allow an agent or landlord to raise a dispute, where this has been agreed in advance as part of that agent or landlord's membership of the scheme. Where this is the case, the agent/landlord will send in their evidence at the same time as completing a Dispute Application Form giving details of the dispute. After this the tenant will be given 10 working days to respond to the agent's/landlord's evidence, confirm that they want TDS to resolve the dispute, and send in any evidence that they also wish the adjudicator to consider.

What if the landlord or tenant can't be contacted at the end of the tenancy?

TDS cannot resolve a dispute if it cannot contact the parties to get their consent to TDS being involved. In these circumstances, the deposit holder must do the following:

- 1** assess any damage, rent arrears and any other likely deductions from the deposit as they would normally do;
- 2** split the deposit, pay the party who is present the appropriate amount, and transfer the amount due to the absent tenant/landlord to a suitably chosen 'Client suspense (bank) account';
- 3** make a formal record of all actions taken, supported by appropriate documentation.

After enough time (usually at least six years) has passed from the last contact from the absent tenant/landlord, the deposit holder may then donate the absent party's share to a suitable registered charity – subject to a binding promise from the deposit holder that it would immediately pay from its own pocket any valid claim it later received from the beneficial or legal owner.

If the absent tenant/landlord returns within that time and seeks to dispute the allocation of the deposit, TDS may offer to adjudicate.

Is adjudication better than going to court?

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

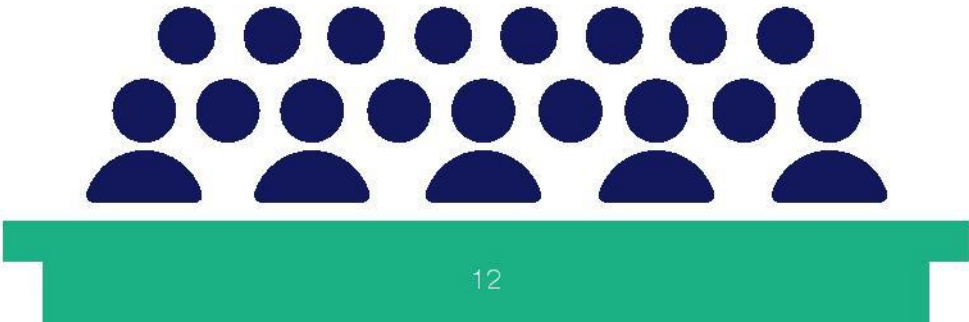
Going to court takes time and can be expensive and stressful.

If TDS protects a deposit and the dispute goes to court, the disputed amount must be sent to TDS. TDS will distribute the deposit once it receives a final court order showing what is to happen to the deposit. However if a tenant or landlord does not take their dispute to the County Court within 6 months of refusing consent for TDS to resolve the dispute, TDS may at its discretion return the disputed deposit to the other party who did not refuse consent.

TDS can only resolve a dispute if the deposit has been registered with TDS. If a deposit has not been registered, the parties will have to go to court if they cannot agree a settlement.

Sometimes landlords or tenants prefer to go to court. It might be better for a landlord to go to court if they have a big claim that is well above the deposit. It might be better for a tenant to go to court if they have a counterclaim – say if they had to pay for boiler repairs because the heating did not work for several weeks. TDS cannot deal with counterclaims.

Where TDS cannot accept a dispute for adjudication, TDS will notify any other party to the dispute that this has happened. The other party to the dispute may then choose to go to court or rely on the agent's judgment if the agent is holding the deposit.



What can TDS deal with?

Using the TDS dispute resolution service is not compulsory. If either the landlord or tenant does not agree to use the service, one of them could choose to go to court.

TDS can only deal with disputes about the deposit itself, and cannot make awards that are for more than the disputed deposit. If a larger amount is disputed, you may need to go to court. TDS cannot deal with counterclaims by tenants – such as a claim for disrepair. If you are a tenant and you wish to bring a counterclaim against your landlord, you will need to go to court.

TDS cannot deal with disputes between individual tenants, or between landlords and their agents. TDS does not act as a regulator and cannot order changes in trading practices, close down businesses, or prosecute landlords or agents. However, it does try to raise standards in the private rented sector by educating tenants, landlords and agents about the cause of disputes and how to avoid them.

How much does it cost?

TDS is funded by the membership subscriptions and deposit protection charges that letting agents and landlords pay. All these fees are on the TDS website. TDS makes no charge to tenants for protecting the deposit.

There is no charge to landlords, tenants or agents for having a dispute resolved.

Who can join the Tenancy Deposit Scheme?

The Tenancy Deposit Scheme is open to landlords and letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS Rules – to TDS before it decides whether they can be accepted as a member, and what their subscription will be.

Insured scheme only.
There is a separate
leaflet for TDS
Custodial.

Our guarantee of impartiality

TDS is overseen by a Board, which is responsible for operating and financing the business. The Board, and the TDS management, have no role in resolving disputes and cannot intervene in decisions about disputes.

The scheme's Director of Dispute Resolution is responsible for resolving disputes. The most usual method for resolving a dispute through TDS is to use adjudication but the scheme may suggest negotiation, mediation or other methods.

Adjudicators work fairly and impartially. All TDS adjudicators belong to the Chartered Institute of Arbitrators and comply with our Adjudicator Code of Conduct, which is available on the TDS website. The adjudicators make decisions without favour, based on the issues in dispute and the evidence provided.

TDS publishes breakdowns of awards in its Annual Reports. These give an overview of how awards are split between tenants, landlords and agents.

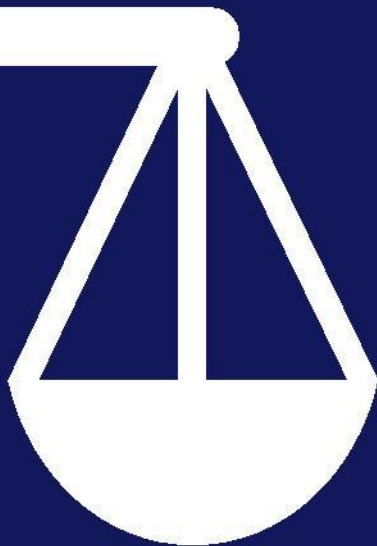
You can see the adjudicators' decision-making guidelines and some example case studies at www.tenancydepositscheme.com



Data protection

TDS will not use landlords' or tenants' personal data for any purpose except to operate the scheme (this includes compiling statistical data) and resolve disputes.

From time to time, TDS may invite landlords or tenants to participate in surveys. If you do not wish to be contacted for survey purposes, please inform TDS by letter or email to the contact details given in this leaflet.



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0300 037 1000



www.tenancydepositscheme.com



Tenancy Deposit Scheme
1 The Progression Centre,
42 Mark Road, Hemel Hempstead,
Herts, HP2 7DW

TDS contact details:

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

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

W: www.tenancydepositscheme.com



Tenancy Deposit Protection Certificate

3 Rosebank Gardens
Northfleet
Kent
DA11 8RZ

Landlord:
Mr Kulwinder Singh

Tenant(s):
**Mr William Kofi Mawuena Agbetteh,
Miss Fumnanya Chukwu Osenomen Oboite**

Beginning on: **6th May 2016** Ending on or after **5th June 2019**

Tenancy Deposit amount:
£1,384.62

Received by Member **G08598 / 8005::18222**
16th May 2016

Registered with the Tenancy Deposit Scheme:
16th May 2016

Tenancy certificate code:

qfO2dOqJ

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

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

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

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

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

A handwritten signature in black ink, appearing to read 'Shumail', with a large, stylized number '2' written below it.

Chief Executive Officer
For and on behalf of The Dispute Service Ltd



Registered on: 2016-05-16 10:00:06
Revised on: 2018-05-10 15:33:44

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

How to rent

The checklist for renting in England

This information is frequently updated.
Search on GOV.UK for [How to rent](#)

The online version contains [links](#) you can click on to get more information.
If you do not have internet access, ask your local library to help.

January 2018



Ministry of Housing,
Communities &
Local Government

Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights but also some responsibilities.

This guide will help you to understand what questions to ask, what your rights are, and what responsibilities you have. This will help you create a positive relationship with your landlord, but we also tell you how to get help if things go wrong.

When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

Your landlord **must** provide you with a copy of this booklet, so **use the checklist and keep it safe** to protect yourself from problems at every stage.

Who is this guide for?

This guide is for people who are about to rent a house or flat.

Most of it will equally apply if you are in a shared property but in certain cases [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) or people with licences – nor tenants where the property is not their main or only home.

Links

This guide is best viewed online as it contains hyperlinks.

If you are reading this on a computer or tablet, you can click on the links to go to other websites with more detailed information. They are coloured blue and underlined [like this](#).

On Android or Windows devices, links work better if you download Acrobat Reader from get.adobe.com/uk/reader.





Before you start

- ☐ **How long do you want the tenancy for?** You can ask for a tenancy to be any time between six months and seven years long.
- ☐ **What can you afford?** Think about how much rent you can afford to pay: 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- ☐ **If you are on housing benefit or Universal Credit,** there is no reason that it should affect your ability to pay rent. But check with [this online calculator](#) to see if you can afford to live in the area you want.
- ☐ **Decide which area** you would like to live in and how you are going to look for a rented home. The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- ☐ **Have your documents ready.** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- ☐ **Do you have the right to rent property in the UK?** Landlords must check that all people aged over 18 living in their property as their only or main home have the right to rent. They will need to make copies of [your documents](#) and [return your original documents to you](#).
- ☐ **Will you need a rent guarantee?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, ask [Shelter](#) for help.

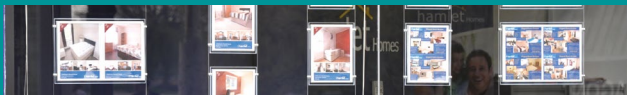


Direct from the landlord

- ☐ Look for landlords who belong to an [accreditation scheme](#). Your [local authority](#) can advise you about accreditation schemes operating in your area. The [National Landlords Association](#) (NLA) and the [Residential Landlords Association](#) (RLA) run national schemes.

Watch out for scams!

Be clear who you are handing money over to, and why.



Through a letting agent

- ☐ Find out what fees (and costs) you will be charged and when you need to pay them. By law, a breakdown of all fees should be clearly visible to you in the agent's office and on their website.
- ☐ What [independent complaints scheme](#) is the agent a member of? Do they offer [client money protection](#)? By law, this information should also be clearly visible to you.
- ☐ Are they accredited through a professional body like [ARLA](#), [NALS](#), [RICS](#) or [UKALA](#)? This means they have the right protection for their clients' money, and safeguards you if they go bust or misuse your funds (such as rent payments and your deposit). Look for the [SAFEagent](#) sign too.





Looking for your new home

Questions to ask

- ☐ **Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it.
You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together.
- ☐ **How long is the tenancy for?** There is usually a fixed period of 6 or 12 months. If you want more security, you can ask for a longer fixed period of up to seven years. Many landlords are happy to offer longer tenancies.
- ☐ **Children, smoking and pets.** Check if there any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- ☐ **Check who is responsible for bills** such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these.
- ☐ **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- ☐ **Smoke alarms – and carbon monoxide detectors** if you have solid fuel appliances. Check these are provided. If not, your landlord must install them. They could save your life.
- ☐ **If the building becomes unfit to live in.** Check that the tenancy agreement excuses you from paying rent should the building become unfit to live in because of a fire or flood.

■ Check who your landlord is.

They could be [subletting](#) – renting you a property that they are renting from someone else. If they are subletting, check that the property owner has consented.

Find out who you should speak to if any repairs need doing.

■ Ask whether the property is [mortgaged](#).

Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.

Houses in Multiple Occupation (HMOs)

HMOs are usually properties in which **unrelated people share facilities** such as the kitchen or bathroom.

Large HMOs (more than 2 floors, and more than 4 people) need to be licensed. Check your landlord has done that.

In large HMOs, landlords **must by law** give tenants a statement of the terms on which they live in the property.





When you've found a place

Check the paperwork

- ☐ **Make sure you have a written tenancy agreement and read it** carefully to understand your rights and responsibilities. The landlord or agent usually provides one but you can request to use a different version. The government has published a [model tenancy agreement](#) that can be used.

If you have any concerns about the agreement, seek [advice](#) before you sign.

- ☐ **Agree an inventory (or check-in report)** with your landlord and, as an extra safeguard, make sure that you **take photos**. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy.
- ☐ **Remember to take meter readings** when you move in. This will help make sure you don't pay for the previous tenant's bills.
- ☐ **Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency.
- ☐ **Code of practice.** Check that whoever is managing the property is following a [code of practice](#).

The landlord must provide you with:

- ☐ **A copy of this guide** *How to rent: The checklist for renting in England* as a printed copy or, if you agree, via email as a PDF attachment.
- ☐ **A gas safety certificate.** The landlord must provide one each year, if there is a gas installation.
- ☐ **Deposit paperwork.** If you have provided a deposit, the landlord must protect it in a government approved scheme. Make sure you get the official information from the scheme, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- ☐ **The Energy Performance Certificate.** This will affect your energy bills and the landlord must provide one (except for Houses in Multiple Occupation).

If your landlord doesn't provide these, they can't evict you until they do.

The landlord should provide you with:

- ☐ **A record of any electrical inspections.** All appliances must be safe and [checks every 5 years](#) are recommended.





Living in your rented home

The tenant must...

- ☐ **Pay the rent on time.** If you don't, you could lose your home because you have broken your tenancy agreement. If you have problems, [GOV.UK](https://www.gov.uk) has links to further advice.
- ☐ **Look after the property.** But get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- ☐ **Be considerate to the neighbours.** You could be evicted for anti-social behaviour if you aren't.
- ☐ **Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

And also you, the tenant, should

- ☐ **Make sure you know how** to operate the boiler and other appliances and know where the stop cock, fuse box and any meters are located.
- ☐ **Regularly test** your smoke alarms and carbon monoxide detector – at least once a month.
- ☐ **Report any need for repairs** to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not report it.

The landlord must...

- ☐ **Maintain the structure** and exterior of the property.
- ☐ **Fit smoke alarms** on every floor and **carbon monoxide alarms** in rooms using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your [landlord](#) to install them.
- ☐ **Deal with any problems** with the water, electricity and gas supply.
- ☐ **Maintain** any appliances and furniture they have supplied.
- ☐ **Carry out most repairs.** If something is not working, report it to the landlord (or their agent) as soon as you can.



- ☐ **Arrange an annual gas safety check** by a Gas Safe engineer (where there are any gas appliances).
- ☐ **Give at least 24 hours notice of visits** for things like repairs – the landlord cannot walk in whenever they like.
- ☐ **Get a licence for the property**, if it is a licensable property.

And also the landlord should

- ☐ **Insure the building** to cover the costs of any damage from flood or fire.



At the end of the fixed period

If you want to stay

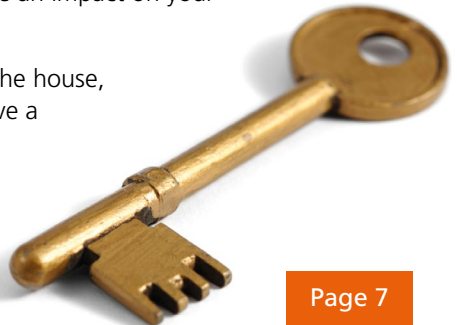
Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

- ☐ **Do you want to sign up to a new fixed term?** There may be costs for this, particularly if you rent through an agent. If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – you can leave at any time by giving one month's notice. Or your landlord can end the contract at two months' notice.
- ☐ **Your landlord might want to increase your rent.** Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

If you or the landlord want to end the tenancy

There are things that both landlords and tenants must do at the end of the tenancy:

- ☐ **Giving notice.** It is a legal requirement for landlords to give you proper notice if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given at least two months' notice. Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical.
- ☐ **Return of deposit.** Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a 'check-out inventory'). If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).
- ☐ **Rent.** Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.
- ☐ **Bills.** Do not leave bills unpaid. This might have an impact on your references and credit rating.
- ☐ **Clear up.** Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. The landlord is entitled to dispose of possessions left in the property after, typically, 14 days.



If things go wrong

There are often legal protections in place for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- **If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact [Citizens Advice](#) or [Shelter](#) as soon as possible.
- **If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards.
- **If you have a serious complaint** that has been checked by your local authority, your landlord cannot evict you for six months, and must repair the fault.
- **Unannounced visits and harassment** from your landlord – contact your [local authority](#), or if more urgent dial 999.
- **If you are being forced out illegally, contact the police.**
If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#) – you can only be legally removed from the property with a court order.

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#).

Depending on your circumstances, they may have a legal duty to help you find accommodation and, even if not, they can provide advice.

The local authority should not wait until you are evicted before taking action to help you.

If you are reading a print version of this guide and need more information on the links, email PRSReview@communities.gsi.gov.uk

Disclaimer: The Department is not responsible for the content of external links. They are the responsibility of those organisations.

DocuSigned by:

Jasvir Kaur

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