ASSURED SHORTHOLD TENANCY AGREEMENT

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

This Agreement is between

Anthony Peter Kent & Paula Alison Kent

And

Jennifer Adu & Nana Kwame Bosomafi Amoah Guarantor: Ellen Serwaa Adomako

For the Property

152 Claremont Heights, Colchester, Essex CO1 1ZY

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

Gallant Richardson 5 Culver Street West Colchester CO1 1JG

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GUIDANCE NOTES

Welcome to the Assured Shorthold Tenancy Agreement. It is an important document as it will govern the relationship between landlord and tenant for the whole duration of the agreement. As such you should read the document through carefully and raise and queries with the letting agent who gave you this agreement.

IMPORTANT

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

If either party does not understand this Agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor or other advice agency.

NOTE FOR TENANTS

As well as the Tenancy Agreement, you may be asked to sign the check-in and inventory & schedule of condition which will list the landlord's fixtures and fittings and other items which the landlord has provided for your use during the Tenancy. You will also be given copies of the following documents:

- How to Rent Guide produced by HM Government (provided when Tenancy was agreed)
- Energy Performance Certificate (EPC) for the property (provided when the Tenancy was agreed)
- A current Gas Safety Certificate for the property if there is a gas supply (will be provided at your check-in)
- A copy of the electrical installation report from your property (will be provided at your check-in)
- Details of the scheme with which your deposit will be registered including details as to how you will recover your deposit on your departure
 (control of this Transmission and the scheme and th
- (part of this Tenancy Agreement)
- A check-list of the key deposit registration information generally described as the 'Deposit Prescribed Information' (part of this Tenancy Agreement)

If any of these documents are missing when you come to sign your Agreement, please speak with your letting agent as these documents are just as important as the Tenancy Agreement itself.

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DEFINITIONS

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

The Premises	The Premises or the Property include a boundaries or other outbuildings whic another Property (e.g. in a block of fla communal access ways and other simi	h form part of the let. Where th ts), the letting includes the use,	ne Premises form only part of	
The Agreement	References to 'Agreement' or 'the Agr	eement' are to this tenancy agre	eement.	
Landlord	A person or persons who at any releva gives them the right to possession of t	sons who at any relevant time own, or have a formal interest in, the Premises that right to possession of the Premises.		
Tenant	A person, or persons, who at any releved of this Tenancy Agreement.	n, or persons, who at any relevant time are entitled to occupy the Premises under the terms enancy Agreement.		
Joint and several liability	The expression joint and several liabili payment of all rents and all liabilities f as any breach of the Agreement. Indiv all liabilities falling upon the Tenant as been made in full. A maximum of four	alling upon the Tenants during t idually each Tenant is responsik s well as any breach of the Agre	the Tenancy as well ble for payment of all rent and rement until all payments have	
Superior Landlord	People, or persons, to whom the owner revert in the fullness of time, following	•	e e e e e e e e e e e e e e e e e e e	
Head or Superior Lease		Landlord himself holds, or owns the Premises and the Landlord, or his Tenants in turn, may be		
Fixtures and Fittings	References to the 'Fixtures and Fitting contained in the Inventory and sign Agreement or any items replacing furnishings or effects, floor, ceiling and	ed on behalf of the parties a them, including reference to	t the commencement of the	
The Term or the Tenancy	References to the Term or the Tenanc statutory periodic Tenancy which may	, ,	,	
Deposit	The "Deposit" means any single amou Landlord or to the Agent under the Te obligations under the Tenancy, the dis non-payment of rent during the Tenar	nancy as security against the pe charge of any liabilities, and dar	rformance of the Tenant's	
Deposit held as	This means that at the end of the Tena	incy, the two parties to the Ten	ancy Agreement	
"stake-holder"	should jointly agree on the apportionr compensation for damage, or for brea Any portion in dispute should not be p Agreement is reached, or unless an ap	ches of, or failure to comply wit aid over to, or taken by, either	th, the Tenant's obligations. party until and unless mutual	
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Relevant	'Relevant Persons' mentioned in the Prescribed Information pages attached to this
Persons	Agreement means any other person or company paying the Deposit on behalf of the Tenant. Relevant Persons will be given details of the scheme with which the deposit will be registered.
The Deposit	"The Deposit Holder" as mentioned in the Prescribed Information pages attached to this
Holder	Agreement is the person, firm, or company who holds the Deposit, and is a member of the Tenancy Deposit Scheme ("TDS Insured") operated by the Dispute Service (TDS), one of the organisations authorised to register Deposits under the Housing Act 2004.
Consent of	Where the consent of the Landlord or his Agent is required for the Tenant to carry out
the Landlord	some action it is strongly recommended that where such consent is granted, the Tenant
or his Agent	obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.
Water	This includes charges, rates or costs relating to water, sewerage and environmental services.
Masculine & feminine and singular & plural	Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
Agent	Any letting or managing Agent, or any other duly authorised person, notified to the Tenant, who is acting from time to time on behalf of the Landlord.
TDS	"TDS" means the Tenancy Deposit Scheme operated by The Dispute Service Ltd as detailed in the Prescribed Information attached to this Agreement.
Insurable	'Insurable Risks' means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.
Month / Monthly	Means a calendar month.
Inventory and	This refers to any document prepared by the Landlord, the Agent or an inventory clerk
Schedule of	and provided to the Tenant detailing the Landlord's fixtures, fittings, furnishings,
Condition	equipment etc., the decor and condition of the Premises generally. Such a document may subsequently be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the Tenancy. Any significant mistakes, mis-descriptions or other amendments should be notified to the Landlord or his Agent as soon as practicable after the Tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.
Acts of Parliament	Any reference to any Act of Parliament includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.
Guarantor	Any person(s) who has agreed to meet all of the Tenant's responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement.

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IT IS AGREED AS FOLLOWS

1. MAIN TERMS OF THE AGREEMENT (Summary of Core Terms)

1.1 Name(s) of LANDLORD(S) :

Anthony Peter Kent & Paula Alison Kent

1.2 ADDRESS for Landlord(s) :

19 Pinecroft Gardens, Colchester, Essex CO4 9TH

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

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

1.3 Alternative ADDRESS for Landlord (if applicable) :

1.4 Name(s) of TENANT(S) :

Jennifer Adu

Nana Kwame Bosomafi Amoah

Guarantor: Ellen Serwaa Adomako

1.5 ADDRESS of Tenant(s) :

19 Aerofoil Grove, Colchester, Essex CO4 5YL

1.6 ADDRESS of PREMISES to be LET :

152 Claremont Heights, Colchester, Essex CO1 1ZY

1.7 EXCLUSIONS from the Let Premises (e.g. Garage or other outbuildings etc)

1.8 Initial TERM of the Tenancy will be :

Twelve Months

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COMMENCEMENT date; from and including :

04 December 2021

EXPIRY date; to and including :

03 December 2022

and thereafter from month to month and until terminated by either party serving a notice on the other in accordance with this Agreement

1.9 RENT £750.00 per calendar month by standing order to the account provided.

Rent is payable in advance and is due upon the 4th of each month

and the first payment is due before the start date of this Tenancy.

- **1.10** This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act.
- **1.11** Where the tenancy agreement shall include the Landlord's fixtures and fittings ("the Fixtures and Fittings") in the Premises this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition ("Inventory and Schedule of Condition").
- **1.12** A security DEPOSIT of £865.00 Is to be paid on or before the signing of this Agreement
- **1.13** To be held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme ("TDS").
- 1.14 Any interest earned on the holding of the Deposit will belong to the Agent.
- **1.15** The Landlord's Agent will register the Deposit within thirty days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Deposit.
- **1.16** In the event of a default by the Tenant(s) of any of their obligations or responsibilities under the Agreement, the Guarantor(s) (if any) shall become immediately liable to remedy said default. In the event of multiple Guarantors, each shall be Joint and Severally liable.

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2. DEPOSIT

HOW THE SECURITY DEPOSIT WILL BE DEALT WITH

The deposit referred to in clause **1.12** will be held as security for and in respect of, the performance by the Tenant of all the obligations of the Tenant in this Agreement including those set out in this section (**2**); to pay for or be used for;

- 2.1 Any damage, or compensation for damage, to the Premises its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- **2.2** The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings, and contents.
- **2.3** Any sum which is or becomes repayable by the Landlord or his Agent to the local authority with regard to Housing Benefit which has previously been paid directly to the Landlord or his Agent relating to the Tenant named in this Agreement.
- **2.4** Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
- **2.5** Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.
- 2.6 Any fees or other monies that the Agent is entitled to recover from the Tenant pursuant to the Agreement.
- 2.7 The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

Tenancy Deposit Scheme The Dispute Service Ltd 1 The Progression Centre 42 Mark Road Hemel Hempstead Hertfordshire HP2 7DW phone 0300 037 1000 email <u>deposits@tenancydepositscheme.com</u>

DEALING WITH THE DEPOSIT AFTER THE END OF THE TENANCY

- **2.8** The Member/Agent will endeavor to tell the Tenant within 10 working days of the end of the Tenancy if the Landlord proposes to make any deductions from the deposit.
- **2.9** If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the deposit.

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- 2.10 The Member/Agent will aim to inform the Tenant in writing within 10 working days from the check-out, to the forwarding address provided by the Tenant, whether the Landlord is going to make any claim against their deposit. At this stage the Agent will aim to detail the amount the Landlord is wishing to claim and at the same time refund any undisputed amount. If the Agent has been unable to contact the Landlord within this timescale then the Agent will inform the Tenant and may extend the timescale. If the Tenant wishes to dispute all or part of the claim made by the Landlord, they must do so in writing to be received within 10 working days from the date of the letter notifying the Landlord's claim. If the deadline passes and the Agent has not received a written dispute from the Tenant, then the Agent will assume that the Tenant does not wish to dispute the Landlords claim. If the Tenant is going to be away and unable to respond within the deadline then the Tenant must inform the Agent of this at the time of the check out; the Agent will then adjust any deadline to enable the Tenant to have a reasonable timescale to respond to any claim the Landlord wishes to make. If the Tenant wishes to raise a dispute outside of these deadlines then they can contact The Tenancy Dispute Service direct who will inform the Tenant as to whether they will still adjudicate any dispute.
- **2.10** If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to TDS for adjudication. All parties agree to co-operate with the adjudication.
- **2.11** Joint Tenant consent to adjudication.

There being multiple Tenants, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.

- **2.12** The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses above.
- **2.13** The deposit (or appropriate balance) will be returned to the Tenant and where the Tenant comprises more than one person, the deposit (or appropriate balance), may be returned to any one of them individually and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 2.14 If monies lawfully due to the Landlord under this Agreement are more than the deposit held, the Tenant will be liable to pay any excess to the Landlord within 14 days of written demand.
- **2.16** If there is a change of Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is protected and will continue to be protected by the TDS.
- **2.17** The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".

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3. TENANT'S OBLIGATIONS

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

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

(These clauses should not be taken as an exhaustive list.)

• <u>RENT</u>

- **3.1** To pay the rent in accordance with clause 1.9 above, whether formally demanded or not, and all other sums due to the Landlord on time. Payments by other persons on behalf of the Tenants will be considered as if payments from the Tenants.
- **3.2** Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this agreement remaining unpaid for more the 14 days after the day on which it became due.
- **3.3** To be liable at any time to reimburse the Landlord or his Agent any sums which the Landlord or his Agent is required to repay to the local authority in respect of Housing Benefit which has been paid direct to the Landlord or his Agent on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

• <u>USAGE</u>

- 3.4 As joint and several Tenants to be responsible and liable for all obligations under this Agreement.
- **3.5** To occupy the Premises as the Tenant's only or principal home.
- **3.6** To use the Premises only as a single private residence for the occupation of the Tenant and not to carry on any formal or registered trade, business or profession there.

<u>COSTS AND CHARGES</u>

- **3.7** To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- **3.8** To indemnify the Landlord in respect of any legal costs and expenses (including VAT) properly incurred in enforcing the Agreement or any part thereof and which arises from a breach of its terms by the Tenant.
- **3.9** To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonoring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.

<u>CONDITIONS OF PREMISES</u>

3.10 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the term (excepting only those installations which the landlord is liable to repair under Section 11 of The Landlord & Tenant Act 1985) and also to keep the interior in good decorative order and condition throughout the term (damage by fire excepted unless the same shall result from any act or omission on the part of the tenant or any person residing or sleeping in or visiting the Premises).

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- **3.11** To use the Premises in a Tenant-like manner and to take reasonable care of the Premises including any Fixtures or Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.
- **3.12** To make good all damages, breakages and losses to the Premises and its Fixture and Fittings and contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).
- 3.13 Not to permit any waste, spoil or destruction to the Premises.
- **3.14** To take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November to February, to prevent damage by frost or freezing occurring to the Premises, its fixtures or fittings.
- **3.15** To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system.
- **3.16** Where the Premises are served by a septic tank or cesspit, to pay for the emptying or clearing such facilities, as required, during the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy.
- **3.17** Where the Premises are served by an oil tank to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy.
- **3.18** Where the Premises are served by an oil tank to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.

At the outset and at the termination of the tenancy the landlord or agent will, together with the tenant, dip the oil tank. It is the tenant's responsibility to make sure the oil level in the tank is the same level at the end of the tenancy as it is at the outset. If there is less oil in the tank at the end of the tenancy than there was at the start then the landlord may claim compensation from the tenant sufficient to cover the current cost of the difference. However, should there be more oil left in the tank at the end of the tenancy than there was at the start then the landlord will reimburse the tenant for the current value of the difference. In either instance the current value will be calculated based on most recent price actually paid for oil at the property.

3.19 Where the Premises are served by an oil tank to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.

For the avoidance of doubt, the Landlord would like the Tenant to be aware that the Tenant will be responsible for ensuring that the oil tank does not run empty - by regular manual dipping of the oil tank. Should the oil be allowed to run dry, the Tenant would be responsible for the arrangement and cost of re-setting the boiler.

At no time is the oil supply from the tank to the boiler to be turned off by the tenant. This will lead to air locks in the pipework, the cost of rectifying to be met by the tenant.

- **3.20** During the Tenancy, to take such reasonable precautions expected of a householder to keep the Premises free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the Tenants, to be responsible for the fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation. The Tenant shall indemnify the Landlord for any costs incurred.
- **3.21** The Tenant will adhere to all the guidelines in the 'Tenants Advice on Legionnaires Leaflet' including to ensure that all shower heads are cleaned and disinfected at least every six months.

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• IMMIGRATION ACT

3.22 If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.

• <u>NOTICES</u>

3.23 As quickly as is practical after receipt, to send to the Landlord or his Agent any formal or legal notice or orders or other similar document delivered to the Premises by a third party which relate to, or might significantly affect, the Premises, its boundaries or adjacent properties.

HEADLEASE

3.24 If applicable to observe all of the non-financial covenants on the part of the Lessor's as set out in the headlease of the Premises.

• <u>PROHIBITED</u>

- **3.25** Not to store or keep on the Premises or any communal car park any boat, caravan or commercial vehicle without the prior consent of the Landlord or his Agent. Such consent not to be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.) The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- **3.26** Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.
- **3.27** Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.
- **3.28** Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises including the use of electronic cigarettes or vapes.
- 3.29 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord.

ANIMALS and PETS

- **3.30** Not to keep animals or birds in the Premises without the prior written consent of the Landlord. At the end of the tenancy, the Tenant agrees to have the Premises cleaned & fumigated to a standard commensurate with the condition of the property at the commencement of the tenancy.
- 3.31 Where such consent is given the Tenant will pay to the Agent a fee to amend this agreement in accordance with the Agent's published scale of fees.

• <u>REPAIR</u>

3.32 To be held liable for and indemnify the Landlord against the reasonable costs involved in carrying out repair and maintenance to the Premises or its fixtures or fittings where such action is required as a result of negligence, or significant breach of this Agreement, or misuse, by the Tenant or his invited guests or visitors.

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- **3.33** To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- **3.34** To notify the Landlord promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- **3.35** Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
- **3.36** To notify the Landlord or his Agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the Premises which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the Premises itself. The Tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
- **3.37** To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, batteries, fuses etc. as and when necessary during the Tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the Tenancy.

• <u>CLEANING</u>

- **3.38** To clean or have cleaned both internally and externally all reasonably accessible windows of the Premises as necessary during the Tenancy, and within one month prior to the end of the Tenancy.
- **3.39** To have any working chimneys or flues, made use of by the tenant, thoroughly swept and cleaned as often as necessary, but at least every nine months of the tenancy and within one month prior to the termination of the tenancy. This is to be carried out by a suitably qualified person and a record or receipt to be retained to demonstrate compliance with this clause.
- 3.40 To wash and clean all items that may have become soiled during the Term of the Tenancy.
- **3.41** To take reasonable and prudent steps to adequately heat and ventilate the Premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Premises, its Fixtures and Fittings.
- **3.42** To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

• DRAINS

- **3.43** Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- **3.44** Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- **3.45** To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's, or any person who is residing or sleeping in or visiting the premises, negligence or misuse.

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INFLAMMABLE SUBSTANCES and EQUIPMENT

- **3.46** Not to keep on, or bring into the Premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Premises or the health of its occupants or of the neighbours.
- **3.47** The Tenant must ask the Landlord or Agent for their consent before bringing any gas appliance into the Premises. If permission is granted and the Tenant brings into the Premises any gas appliance(s), he must ensure they are safe to use and are properly connected to the appropriate pipework in the Premises by a suitably qualified Gas Safe engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the Premises.

FIXTURES and FITTINGS

- **3.48** Not to remove from the Premises any of the Landlord's fixtures or fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the Landlord or his Agent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.) Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the Tenancy are returned, within reason, to the same places from which they were removed.
- **3.49** Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

ALTERATIONS and REDECORATION

3.50 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld.
 Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

<u>AFFIXATION OF ITEMS</u>

- **3.51** Not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the Premises (either externally or internally) without first obtaining the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.) Where granted, the Tenant will meet all costs of installation and subsequent removal and the reasonable costs of making good of any resultant damage or redecoration if so required by the Landlord. The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- **3.52** Not to fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and to make good at the end of the Tenancy.

• SUB LETTING / ASSIGNMENT

3.53 Not to sublet, take in lodgers or paying guests without the Landlord or his Agent's prior consent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.) The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

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3.54 Not to assign the Tenancy of the Premises or any part of it without the Landlord's prior consent, which will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.) Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

ILLEGAL, IMMORAL USAGE

- 3.55 Not to use the Premises, or knowingly allow it to be used, for illegal, immoral or improper use.
- **3.56** Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

NUISANCE and NOISE

3.57 Not to use the Premises, or allow others to use the Premises, in such a way which causes a nuisance, annoyance or damage to neighbouring, adjoining or adjacent Property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

<u>SERVICES & UTILITIES</u>

- **3.58** To be responsible for payment of Council Tax (or any other similar charge replacing the Council Tax) during the Tenancy in respect of the Premises or, if the Landlord pays it, to reimburse the Landlord.
- **3.59** To be responsible for the payment of all associated charges in respect of the use and supply at the Premises during the Tenancy of any telephone & internet service, of electricity, gas, oil and any other relevant fuels, water and environmental services etc. Charges falling due partly before or after the Tenancy will be apportioned.
- **3.60** To notify each supplier of gas, electricity, water, telephone, internet and any other services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- **3.61** To notify, at commencement of the Tenancy, the local authority responsible for the collection of Council Tax and the suppliers of such services or utilities of the Tenant's liability for their charges and to have all such accounts transferred into the Tenant's name and not the Landlord's for the duration of the Tenancy.
- **3.62** In event of any supply of water, gas, electric, telephone or internet services to the Premises being discounted in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
- **3.63** Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the Premises.
- **3.64** Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins, or a pre-paid card, or key, without the prior consent of the Landlord or his Agent which will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.) The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given. The Tenant shall indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at today's date.

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- **3.65** If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and it may be requested that the account is returned to the original supplier at the termination of the Tenancy. The Tenant shall indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at today's date.
- **3.66** Not to change or transfer any existing telephone number at the Premises without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where such consent is given, the Tenant undertakes to promptly provide the Landlord or his Agent with the details of the new number.
- **3.67** For the duration of the Tenancy, to pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the Premises.

• INSURANCE (For the avoidance of doubt, the Tenant's belongings, furnishings or equipment within the Premises are his and are not covered by any insurance policy maintained by the Landlord)

- **3.68** Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- **3.69** The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- **3.70** The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord. Also, it is strongly recommended that the Tenant takes out tenant's liability insurance to insure their liability for any accidental damage to the landlord's fixtures and fittings.

EMPTY PREMISES

- **3.71** Before leaving the Premises vacant for any continuous period of 14 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- **3.72** To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonable withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)
- **3.73** If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

• LOCKS

3.74 Not to install or change any locks in the Premises and not to procure the cutting of the additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.

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- **3.75** If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in event that any keys have been lost, pay to the Agent such charges as set out in the Agents published scale of fees.
- **3.76** If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.
- **3.77** Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that maybe incurred.

BURGLAR ALARMS

- 3.78 Where there is a working burglar alarm at the Premises this should be set when the property is vacant.
- **3.79** To notify the Landlord or their Agent of any new burglar alarm code immediately and to confirm that notification in writing.
- **3.80** To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

• <u>SMOKE ALARMS</u>

3.81 To keep all smoke alarms and Carbon Monoxide detectors in good working order and in particular to replace all batteries as and when necessary and to check the alarms and Carbon Monoxide detectors monthly to ensure that they work.

GARDEN

- **3.82** Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the Landlord's prior consent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)
- **3.83** To cut the grass (if any) of the Premises with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated, as at commencement of the Tenancy.
- ACCESS AND INSPECTION (Co-operating with the Landlord or his Agent)
- **3.84** To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.
- **3.85** During the last two months of the Tenancy, upon a minimum of 24 hours prior written notification, to permit the Premises to be viewed during working hours and or at other reasonable times including at week-ends by prospective Tenants or purchasers who are authorised to do so by the Landlord or his appointed Agent. Except where mutually agreed otherwise with the Tenant, the Landlord or his authorised Agent or representative will accompany these viewing appointments.
- **3.86** At anytime during the Tenancy, upon a minimum of 24 hours prior written notification, to permit the premises to be viewed during working hours and at other reasonable times including at weekends by prospective purchasers who are authorised to do so by the Landlord or his appointed Agent. Except where mutually agreed otherwise with the Tenant, the Landlord or his authorised Agent or representative will accompany these viewing appointments.

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3.87 Contractors are required to arrange access to the Property via the Tenant so that the Tenant can be present if they wish during the contractors visit. Unless an emergency contractors visits will be during normal working hours, Monday to Friday, 9am to 5pm. If the Tenant has arranged a contractor visit and needs to change or rearrange the tenant must contact either the contractor direct or the Agent or Landlord with reasonable notice to rearrange the visit. Contractors will not enter the Property if there are unattended Dogs or unaccompanied minors.

The Tenant indemnifies the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.

- **3.88** If a contractor has been called out in emergency hours for a non-emergency the Tenant agrees to indemnify the Landlord for any unnecessary call out cost incurred from the contractor.
- **3.89** If a contractor is called out at the Tenants request to the Premises to investigate a reported problem but no fault is found or the cause of a fault is due to the Tenants actions or inactions then the Tenant agrees to indemnify the Landlord for any loss incurred by the Landlord as a result.
- **3.90** During the last two months of the Tenancy to permit, at the discretion of the Landlord or his Agent, a "For Sale" or "To Let" board to be displayed on the Premises.
- **3.91** In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisors, access to the Landlord's Premises in order to carry out any work required to the Premises or their neighbouring property under the Party Walls etc. Act 1996.
- **3.92** To permit the Landlord or his Agent or authorised workman, from time to time upon a minimum of 24 hours prior written notification (except in the case of emergency), to enter the Premises during working hours and or at other reasonable times including at weekends, to inspect the Premises, its Fixtures and Fittings, and to do work which might be required from time to time in order to fulfil obligations under this Agreement or relevant legislation.

AT THE END OF THE TENANCY

- **3.93** To clean to (or pay for the cleaning to) a good standard, the Premises, its Fixtures and Fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc.
- **3.94** To remove all of the Tenant's refuse and rubbish from within the Premises and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the Tenant.
- **3.95** To return all keys to the Premises (including any new or additional or duplicate keys cut during the Tenancy) to the Landlord or his Agent promptly on the last day of the Tenancy.
- **3.96** Having replaced the Landlord's items in the same areas of the Premises (as far as is practicable) as at commencement of the Tenancy, to co-operate in the checking of any Inventory and or Schedule of Condition.
- **3.97** To remove all the Tenant's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment from the Premises on, or before, the last day of the Tenancy.

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- **3.98** Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises with 14 days after the expiry or sooner termination of the Tenancy created by this Agreement shall be deemed to have been abandoned, provided that the Landlord shall have used his reasonable endeavors to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.
- **3.99** The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until goods or personal effects belonging to the Tenant have been removed from the Premises.
- **3.100** To promptly provide as soon as is practicable just before or immediately at the end of the Tenancy a forwarding or correspondence address to the Landlord or his Agent; for ease of administration and communication between the parties, including the processes involved in the return of the deposit.
- **3.101** The Tenant shall indemnify the Landlord for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check out procedures at the termination or sooner ending of the Tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord for any costs incurred in arranging a second check-out appointment. If neither the Tenant or his Agent shall keep the second appointment any assessment made by the Landlord or his Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

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4. LANDLORD'S OBLIGATIONS

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

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

(These clauses should not be taken as an exhaustive list.)

QUIET ENJOYMENT

4.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

INSURANCE

4.2 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

INTERESTS and CONSENTS

4.3 The Landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the Premises and that all appropriate consents necessary for him to sign this Agreement (whether from superior landlords, mortgages, insurers or others) have been obtained.

• <u>REPAIR</u>

- 4.4 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to the Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electric, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlords responsibility, except in the case of an emergency.
- 4.5 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a Tenant-like manner.
- **4.6** The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

• <u>SAFETY REGULATIONS</u>

- **4.7** That all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.
- **4.8** The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the Tenancy.
- 4.9 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

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4.10 The Premises are compliant with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

• **LEGIONELLA**

4.11 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive from ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord, or their Agent, properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

OVERSEAS TAX

4.12 Where the Landlord's normal place of abode is not in the United Kingdom he agrees to nominate a representative or appoint an Agent to whom the rent due under this Agreement shall be paid. If the Landlord fails to appoint such a representative or Agent the Landlord agrees that the Tenant will be entitled to deduct, and hold for payment to the HMRC, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident Landlords.

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5. MUTUAL AREEMENT ALL PARTIES TO THIS AGREEMENT SHOULD READ THESE CLAUSES

- 5.1 Any Agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).
- 5.2 The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

<u>REIMBURSEMENT</u>

5.3 Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clauses 2.1 to 2.6 hereof at the end of the Tenancy.

INTERRUPTIONS TO THE TENANCY

- **5.4** If the Premises are destroyed or made uninhabitable by fire or any other insured risk, Rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.
- 5.5 If the Premises are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

• <u>FORFEITURE</u>

5.6 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in this Agreement.

<u>NOTICES</u>

- **5.7** The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord are detailed in clauses 1.2 and 1.3 of this Agreement.
- **5.8** The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorized or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.
- **5.9** Service shall be deemed valid if sent by e-mail to the following e-mail address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own:

jenniferadu12@gmail.com

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The Tenant may also serve notice by e-mail to the following e-mail address which the Agent/Landlord has confirmed as being their own:

info@gallantrichardson.co.uk

Both the Tenant and Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Directions 6A of the Civil Procedure Rules.

If e-mail is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

5.10 At the end of the initial fixed term as specified in clause 1.8 hereof, the Term shall continue on a month by month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice shall, when served by the Landlord, should expire not less that two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant , such notice should expire no less than one month after service of the same on the Landlord.

• <u>COURTS</u>

- **5.11** This Agreement is subject to all laws and statutes affecting assured shorthold tenancies. If a court decides that some part of the Agreement is invalid or unenforceable, the rest of the Agreement will still be valid and binding on all parties.
- 5.12 This Agreement will be subject to the jurisdiction of the Court in England and Wales.

<u>COUNCIL TAX</u>

5.13 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

DOCUMENTATION

- 5.14 The Tenant acknowledges receipt of the following documents
 - How to Rent Guide produced by HM Government (provided when Tenancy was agreed)
 - Energy Performance Certificate (EPC) for the property (provided when the Tenancy was agreed)
 - Details of the scheme with which your deposit will be registered including details as to how you will recover your deposit on your departure (part of this Tenancy Agreement)
 - À check-list of the key deposit registration information generally described as the 'Deposit Prescribed Information' (part of this Tenancy Agreement)

If applicable a current Gas Safety Certificate for the property will be provided at your check-in.

• SURRENDER OF TENANCY BY TENANT

5.15 Strictly with the Landlord's or his Agents prior written consent and subject to certain conditions that may include the Landlord's reasonable costs associated with the re-letting of the Premises, the Tenant might be allowed to surrender or give up this Tenancy before it could otherwise lawfully be ended.

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5.16 Only with the permission of the Landlord can the Tenant be released early from their Tenancy and this will be strictly on the following conditions:

A new suitable Tenant/s must be found. Such Tenant/s must fulfil the referencing criteria of the Landlord.

Rent is payable up to and including, the day the release is confirmed and will be the day before the new Tenant/s take their Tenancy Term from, therefore the Tenant must continue to pay rent until notified otherwise by the Landlord or Agent. Once a date is confirmed a check-out will be arranged.

This would mean the Tenant vacating the Property and handing back all keys at least three working days preceding the start of the new Tenants agreed occupation. The Landlord or Agent will need to organise a suitable time to carry out a 'check-out' once the date is known. Following check-out the Tenant will have no right of entry to the Property but will be released from all covenants of the Tenancy on condition the new Tenant/s have paid their first months rent, deposit and signed the Tenancy.

If the Tenancy is surrendered early, at the Tenants request, the Landlord is entitled to charge the Tenant a fair proportion of the re-letting costs. The Agents fees for re-letting will be a maximum of 85% of the first months rent plus VAT; if the Landlord agrees to release the Tenant early then the Tenant will only be charged a percentage of this fee based proportionately on how much of the original fixed Term remains on the date of the early determination; for example if there are six months left of a twelve month Tenancy the Tenant would be liable for 50% of the amount due.

In order to proceed with finding new Tenants the Landlord or Agent will obviously need access to the Property to show round prospective Tenants. The Agent or Landlord can only ever enter the Property with the Tenant's prior consent.

DATA PROTECTION AND CONFIDENTIALITY

5.17 The Landlord's and Tenant's personal data, which will be processed in the execution of this Agreement, will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at:

https://www.gallant-richardson.co.uk/privacy-policy

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6. The following are <u>SPECIAL or ADDITIONAL CLAUSES</u> negotiated between the parties.

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

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

Property Visits

The Agents contract with landlords on managed properties is to carry out periodic visits to the property during the tenancy. Visits are scheduled for a specific day, and will either be during the morning period, 9am-1pm or in the afternoon 2pm-6pm. The Tenant will always be given at least ten days written notice of The Agents visit and asked to inform the Agent as soon as possible if the date and time period is not convenient. If the Agent does not hear from the Tenant at least 24 hours prior to the scheduled appointment the Agent will assume that the time and date is convenient and turn up accordingly.

In the event that a property is not in an acceptable condition a re-visit will be required.

The Agent will not enter the property if a dog/s or unaccompanied minors have been left unattended.

Guarantor

The following person

• ELLEN SERWAA ADOMAKO

have agreed to act as guarantor of the this tenancy (and any extension) and be responsible to the landlord for any loss, damage, costs or other expenses (including rent) arising out of the tenants breach of, or failure to comply with, the obligations and responsibilities of this agreement.

Maintenance Exclusion

As an exception to clause **4.5** above, the Landlord is not responsible for maintaining the **MICROWAVE** which has been supplied with the premises. The Landlords other obligations under clause 4.5 are not affected.

Continue overleaf if required . .

As a matter of good practice, and to help avoid misunderstandings or disputes later; where special or additional clauses have been inserted in this section, the parties should initial the bottom of this page

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- 8. Cont'd . . .
 - ... further <u>SPECIAL or ADDITIONAL CLAUSES</u> negotiated between the parties.

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

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

As a matter of good practice, and to help avoid misunderstandings or disputes later; where special or additional clauses have been inserted in this section, the parties should initial the bottom of this page

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9. <u>SIGNATURES of the PARTIES</u>

IMPORTANT

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

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

SIGNED	Anthony Kent & Paula Kent Docusigned by: Mr A & Mrs P tent 9E8365A01485474		By, or for and on behalf of, the LANDLORD (s)
SIGNED	DocuSigned by:	Amoah cuSigned by: na Kwama 98FC833DF948C	TENANT Bosomsfi Amosh

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Deposit - Prescribed Information for Assured Shorthold Tenancies

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

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

The Dispute Service Limited

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

Phone 0300 037 1000

Email deposits@tenancydepositscheme.com

Web <u>www.tenancydepositscheme.com</u>

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

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

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

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

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

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(i) THE DEPOSIT

The amount of the deposit paid is £865.00

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

152 Claremont Heights Colchester CO1 1ZY

(iii) DETAILS OF MEMBER

Name(s) Gallant Richardson
Address 5 Culver Street West, Colchester CO1 1JG
E mail address info@gallantrichardson.co.uk
Telephone number 01206 548222

(iv) DETAILS OF THE TENANT(S)

Names Jennifer Adu & Nana Kwame Bosomafi Amoah
Address 19 Aerofoil Grove, Colchester, Essex CO4 5YL
E mail address jenniferadu12@gmail.com / nanakwameamoah@gmail.com
Mobile number 07592685875

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

Address

E mail address

Mobile number

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(v) RELEVANT PERSON'S CONTACT DETAILS

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

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

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause(s) 2.1 to 2.6 of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

(vii) CONFIRMATION

The landlord certifies and confirms that:

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

Signed by or on behalf of

the landlord

Anthony Kent & Paula Kent

— Docusigned by: Mr & & Mrs & Eent — 9E8365A01485474...

The tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the tenant(s)

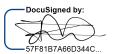
Jennifer Adu

Nana Amoah

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— DocuSigned by: Nana kwama Bosomafi Amoah — 9098FC833DF948C...

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

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What is the

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What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants

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.

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**.

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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.

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.

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 center.

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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.

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.

What happens to the deposit at the end of the tenancy?

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.

How are disputes resolved?

The tenant will ask TDS to resolve the dispute by going online at <u>www.tenancydepositscheme.com</u> 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.

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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 <u>www.tenancydepositscheme.com</u>

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 it is holding 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.

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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.

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 <u>www.tenancydepositscheme.com</u>

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.

Contact details

Tenancy Deposit Scheme operated by The Dispute Service Limited

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

Tel: 0300 037 1000 Fax: 01442 253 193

Web: www.tenancydepositscheme.com Email: deposits@tenancydepositscheme.com

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