

AGREEMENT

for letting furnished dwelling house
on an assured Shorthold Tenancy
under part 1 of the Housing Act 1988

DATE**PARTIES**1. **THE Landlord**

Mr S Valens
28 Thirleby Road
Mill Hill, NW7 1BQ

2. **THE Tenant (s) Jointly and Severally**

Mrs Obianuju Caroline Onuzulike
3/L, 23 Morgan Street
DUNDEE DD4 6QB

3. **Agent**

Jayson Russell Estate Agents
20 Parson Street
Hendon, NW4 1QB

PROPERTY

The dwelling-flat situated at and being

4 Rambler Court
Swynford Gardens
London, NW4 4XL

Together with the Fixtures Furniture and Effects therein and more particularly specified in the inventory thereof signed by the parties

TERM

A term of **10** MONTHS FROM **4th November** 20 **22**
LESS ONE DAY to **3rd September** 20 **23**

RENT

£ **1,256.66** per **CALENDAR MONTH** (Subject nevertheless as hereinafter provided) for every Month of the term.

PAYABLE

In advance by equal

MONTHLY

Payments on

4th Day of Each month
Payable by standing
order to JR Estate
Agents

First Payment to be on / before **4th November 2022****NEXT PAYMENT ON** **4th December 2022****IN CLEARED FUNDS**

Deposit of **£ 1,450.00** And One Month's Rent in Advance of **£1,256.66** To be
Paid on / before **4th November 2022**

Initialed (.....)

Initialed (.....)

DS

1. **THE** Landlord lets and the Tenant takes the property for the term at the rent payable as above.
2. **THIS** Agreement is intended to create an assured Shorthold Tenancy as defined in this section 20 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly.
3. **WHERE** the context admits ----
 - (a) "The Landlord" includes the persons for the time being entitled to the reversion immediately expectant on the Tenancy.
 - (b) "The Tenant" includes the persons deriving title under the Tenant.
 - (c) References to the property include references to any part or parts of the property and to the Fixtures Furniture and Effects or any of them.

4. **Deposit**

4.1 Upon the signing of this Agreement the Deposit of **£1,450.00 (One Thousand Four Hundred and Fifty Pounds)** is paid by the Tenant to the Agent. The Deposit is held by the Agent as Stakeholder, and as such the Agent will require the mutual written agreement of the Landlord and Tenant as to the disbursement of the deposit monies at the end of the Tenancy. The Agent is a member of the Tenancy Deposit Scheme. Any interest will belong to the agent.

4.2 The Deposit has been taken for the following purposes:-

4.2.1 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 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.

4.2.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenants' obligations under the Tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

4.2.3 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.

4.2.4 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.

4.2.5 Any damage caused or cleaning / fumigation required as a result of any pets occupying the Premises either with or without the Landlord's consent.

4.3 **Protection of the deposit**

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

The Dispute Service Ltd

PO Box 1255

Hemel Hempstead

Herts

HP1 9GN

phone: 0845 2267837 / 01844 262891

email: deposits@tds.gb.com

fax: 01442 253193

Initialed (.....)

Initialed (.....)

4.4At the end of the Tenancy

4.4.1 The Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

4.4.2 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy agreement. 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.

4.4.3 The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

4.4 .4 If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to (4.8) below) be submitted to the ICE for adjudication. All parties agree to co-operate with the investigation.

4.4.4 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 4.4.1 - 4.4.4.

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

4.6 The Tenant will not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement on the grounds that the Landlord's Agent has in his possession monies in respect of the Deposit.

4.7 If the monies due to the Landlord exceed the amount of the Deposit the amount of such excess will be paid by the Tenant to the Landlord within 14 days of written demand. The Deposit will (if appropriate) be returned to the Tenant by cheque addressed to the Tenant at his/her forwarding address or by bank transfer.

4.8 Where the Tenant is more than one person the Deposit may be repaid to any one or more of such persons to the exclusion of the remaining Tenant or Tenants and such repayment will discharge the Landlord from any further liability in respect of the amount due.

4.9 Any goods or personal effects belonging to the Tenant or members of the Tenants' household which remain in the Premises for more than 7 days after the Tenants' departure from the Premises will be deemed to have been abandoned and thereafter the Landlord may dispose of such goods provided that the Landlord properly accounts to the Tenant for the full value of any goods disposed of.

Initialed (.....)

Initialed (.....)

4.10 In such circumstances the Tenant will:-

4.10.1 pay to the Landlord damages at a rate equivalent to the rent then payable for the Premises until either the Tenant or in default the Landlord will have all such items removed from the Premises and the Tenant will pay all costs incurred in respect of the removal of such items.

4.10.2 pay to the Landlord any additional expenses incurred by the Landlord in checking the said Inventory and Schedule of Condition which can not be finalised until all goods belonging to the Tenant or members of his household have been removed.

5 Landlords Fixtures and Fittings

5.1 The Tenancy will include the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises including all matters specified in the Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition") which will be prepared by the Landlord or the Landlord's Agent at the Landlord's expense.

5.2 The Landlord will arrange for the Premises to be inspected at the commencement of the Tenancy and be inspected at the Termination of the Tenancy (at the Landlord's expense) for the purpose of comparing the condition of the Premises and the Fixtures and Fittings with that specified in the Inventory and Schedule of Condition that will have been prepared prior to the commencement of the Tenancy.

5.3 The Tenant will not remove any of the Fixtures and Fittings from the Premises to store them in the loft basement or garage (if any) without obtaining the Landlord's prior written consent and thereafter ensuring that the said items are stored safely and upon vacating the Premises the Tenant agrees to leave all of the Landlords Fixtures and Fittings in the places in they were in on the Commencement Date or as specified in the Inventory and Schedule of Condition.

5.4 The Tenant will not remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part thereof or any substitute Fixtures and Fittings from the Premises.

6 THE Tenant will---

- (a) Pay the rent at the times and in the manner specified without any deduction or abatement whatsoever.
- (b) Forthwith send any notice the Tenants receives concerning the Property to the Landlord at the address given in this Agreement for Service of Notices.
- (c) Use the Property as the Tenants Principal home and use the Property in a Tenant-like manner at all times.
- (d) Not leave the property vacant for a period in excess of 28 days without informing the Landlord in writing, and in the event of that consent being given the Tenants shall make arrangements to turn off and drain down the water supply together with the central heating system (if installed) to avoid leakage or frost damage.
- (e) Not use the Property for any Illegal or immoral purpose, or in contravention of any statute, regulation or by-law.
- (f) Ensure that any agreement entered into with any statutory undertaking for the supply of services to the Property is in the Tenants' sole name.
- (g) Pay for all gas electricity and water consumed on or supplied to the property during the Tenancy and the amount of all charges made for the use of the telephone (if any) at the property during the Tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the Tenancy (for the avoidance of doubt such payment will be due in relation to amounts attributable to standing

Initialed (.....)

Initialed (.....)

charges annual rates or levies or the like and to VAT as well as to actual consumption). Also, they will pay for a tv licence/s and/or broadband.


- (h) Not do or permit or suffer to be done anything upon the Property which shall cause damage to or deterioration of the internal or external surface thereof or the coverings or decoration of or to such surfaces and in particular without prejudice to the generality of the foregoing shall not hang affix place or stand any picture placard poster or similar items upon in or against any wall and shall not pierce nail pin screw peg or bolt into any walls or ceilings.
- (i) Preserve the Fixtures Furniture and Effects from being destroyed or damaged and not remove any of them from the Property.
- (j) Yield up the property at the end of the Tenancy in the same clean state and condition as it was in the beginning of the Tenancy and make good and pay for the repair or replacement of all items of the Fixtures Furniture's and Effects as shall be broken lost damaged or destroyed during the Tenancy (reasonable wear and damage by fire / flood excepted).
- (k) Leave the Furniture and Effects at the end of the Tenancy in the rooms or places in which they were at the beginning of the Tenancy.
- (l) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter the property to view the state and condition thereof by giving the Tenant 24 hours notice.
- (m) Not assign sublet or otherwise part with possession of the property.
- (n) Not carry on the property any profession trade or business or let apartments or receive paying guests on the property or place or exhibit any notice board or notice on the property for any other purpose than that of a strictly private residence.
- (o) Not do or suffer to be done on the property anything which may be or become a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining premises or which may vitiate any insurance of the property against fire or otherwise or increases the ordinary premium for such insurance.
- (p) To pay interest on any late payments of rent from the date the rental became due until the date received. The interest rate will be charged at the rate of 3% above the published Bank of England base rate and will apply to the number of days the rental remains unpaid.
- (q) Not to play or use or permit the playing or use of any musical instrument TV radio loudspeaker or mechanical or other noise instrument of any kind nor to practise or permit the practising of any singing in the premises so as to be audible outside the premises or so as to cause any nuisance or annoyance to any of the occupiers of the building of which the Property forms part, or any other adjoining building.
- (r) To indemnify the Landlord against all costs (incl. Solicitors or Surveyors costs) arising in connection with enforcement of the Terms of Agreement, including the costs of correspondence sent by the Landlord.
- (s) To allow access to the Landlord's workmen to effect repairs, and to provide them with such gas, water and electricity as may be needed by them to undertake repairs. The Tenant also permits the Landlord to hold a key for the purposes of emergency or to inspect the property.
- (t) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter and view the property with prospective Tenants or Purchasers by giving the Tenants 24 hours notice.

Initialed (.....)

Initialed (.....)

- (u) Not smoke in the property or in the communal areas of the building.
- (v) Perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenants ceasing to be resident in the property.
- (w) To meet the costs of any callouts of tradesperson to the property which are either not the responsibility of the landlord or shall prove to be unwarranted.
- (x) The Tenants agree that they are jointly and severally liable under the terms of this agreement.
- (y) The Tenant shall return all keys to the Landlord no later than 12:00 pm on the expiration date of the Tenancy.
- (z) Not to keep any animals including dogs or cats or birds on the property.
- (aa) To report immediately to the Landlord or to the Landlord's agent in writing any damage disrepair defect or deficiency in the property or its contents. The Tenant will be liable for any costs arising from any failure to report any such defect damage or deficiency and shall pay for the repairing of the Property or its contents where such costs is attributable to misuse or neglect by the Tenant. The Tenant undertakes not to incur any expenditure on the Landlord's behalf without the written consent of the Landlord. It is expressly agreed by the Tenant that any expenditure incurred without written authority will not be reimbursed.
- (bb) To keep the interior of the property and all the fixtures, fittings and equipment therein in good condition and complete repair and to replace any broken glass.
- (cc) To deliver to the Landlord the property and all the fixtures and additions thereto (except such as the Tenant shall be entitled by Law to remove) and the furniture equipment and effects specified in the inventory at the expiration or sooner determination of the Tenancy in good condition and complete repair as aforesaid and to contract clean the property at the end of the term.
- (dd) To preserve the furniture and effects from being destroyed or damaged and make good pay for repair or replace with articles of a similar kind and equal value such of the furniture and effects as shall be destroyed lost broken or damaged.
- (ee) To keep clean and unblocked the sanitary apparatus water and waste pipes within the property.
- (ff) Clean windows both inside and out and replace any broken glass at the Tenants' expense.
- (gg) Replace all defective tap washers, fuses, light bulbs and fluorescent tubes as and when necessary.
- (hh) Keep the drains gutters and pipes of the Premises clear and have all chimneys and flues (if any) belonging to the property thoroughly swept and cleansed as often as necessary.
- (ii) Maintain the front and rear garden, cut the grass and hedges regularly (if applicable) and keep the property generally clean and tidy both inside and out to a good standard. If these provisions are not observed by the Tenant, the Landlord shall be entitled to have the services carried out and to charge and expenses involved to the Tenant.

Initialed (.....)


Initialed (.....)

- (jj) Not to lop, top or cut down or damage any trees shrubs or plants growing on the premises or alter the general character of the garden.
- (kk) Not to change or add any internal or external window/door/patio /balcony/garage/shed or locks without the written consent of the Landlord.
- (ll) To inform the Landlord of any letters, correspondence or other documents etc. delivered to the Property which are addressed to the Landlord or any person other than the Tenant or those permitted by the Landlord to occupy the Property.
- (mm) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises other than in the dustbins provided.
- (nn) Not permit any waste, spoil or destruction to the property.
- (oo) Not to retain or seek to retain any rent in reliance upon the Landlord's retention of the deposit.
- (pp) Not to use any paraffin heater, portable calor gas heaters, or electric fires of any description.
- (qq) Not to park or permit to be parked so as to cause any obstruction or annoyance in or on any approach road or passageways leading to the Property any motor car, bicycle or any other vehicle used by the Tenant, servant or other visitors to the property.
- (rr) To notify the Landlord immediately of any gas, water or electrical installation malfunctions any circumstance which may suggest that a malfunction is likely to occur, and to notify the Landlord immediately of any damage that may give rise to a claim under the insurance of the Premises.
- (ss) To permit the Landlord to dispose of any property belonging to the Tenant which is left in the property 7 days after the ending of the Tenancy, by whatever means the Landlord considers suitable, including total destruction if necessary, and to indemnify the Landlord against claims from any third party owners of such property, and also not to make any claim against the Landlord whatsoever for the disposal of such property.
- (tt) The Tenant shall not, without the prior written consent of the Landlord, make any arrangements for the installations of a satellite dish on any part of any roof, wall or other exterior part of the building. Any consideration that the Landlord may give to the installation of a satellite dish may also be governed by conditions and covenants under which the Landlord may be bound under the terms of his Lease or by any restrictions imposed by local planning authorities.
- (uu) The Tenant shall not, without the prior written consent of the Landlord, make any arrangements for the installations of a satellite dish on any part of any roof, wall or other exterior part of the building. Any consideration that the Landlord may give to the installation of a satellite dish may also be governed by conditions and covenants under which the Landlord may be bound under the terms of his Lease or by any restrictions imposed by local planning authorities.
- (vv) If the Tenant should vacate the property prior to the end of the term then the Tenant should in addition to any sums or damages due to the Landlord pay to the Landlord the balance of the agency's introduction fees on a pro-rata basis. Please ask agency for details.


7. THE Landlord agrees with the Tenant as follows---

Initialed (.....)

Initialed (.....)

-
- (1) To pay and indemnify the Tenant against all assessments and outgoings in respect of the property (except any council tax and any charges for the supply of gas, electricity and water or the use of any telephone payable by the Tenant under clause 4 above).
- (2) That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the property during the Tenancy without any lawful interruption from the landlord or any person claiming under or in trust for the landlord.
- (3) To return to the Tenant any rent payable for any period while the property is rendered uninhabitable by fire/ flood the amount in case of dispute to be settled by arbitration.
- 8.
- (1) If in whole or in part any term provision or covenant of the agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable such decision shall not affect the nature of the Agreement as a whole or the validity of the remaining terms provisions or covenants of the Agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated.
- (2) The deposit shall be retained by the Agent as security for performance of the Tenants' obligations and shall be repayable to the Tenant only after the end of the Tenancy within a reasonable period of time and then without interest after deduction therefrom of any sums required to compensate the Landlord whether wholly or in part for any breach of obligation on the Tenant's part.
- (3) If the Landlord shall desire to determine the Tenancy hereby created at or at any time after the end of the first six months and shall give to the Tenant not less than two months previous notice in writing of such a desire then immediately on the expiration of such notice the present Tenancy and everything herein contained shall cease and be void without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of obligation.
9. Forfeiture Clause – Provided always and it is hereby agreed as follows:
- (a) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 7 days after the same shall have become due (whether legally demanded or not) or
- (b) In the event of any breach of any of the agreements on the part of the Tenant herein contained or implied or
- (c) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property or
- (d) If the Tenant shall become Bankrupt or if the Tenant shall enter into any composition with his Creditor or suffer any distress of his goods in the Property or
- (e) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by (a) the Tenant or (b) by a person acting at the Tenant's instigation.

Initialed (.....)

DS

Initialed (.....)

The Landlord shall be entitled to re-enter the Property (subject always to any statutory restriction on his power to do so) and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

THE Guarantor (if applicable) agrees with the Landlord the consideration of the Landlord entering into this agreement at the request of the guarantor.

10.

- (a) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's obligations under the Agreement.
- (b) If the Tenant fails to pay the rent or defaults in carrying out the Tenants' agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities, costs and expenses arising out of in connection with the failure to pay or default incurred by the Landlord in connection therewith.
- (c) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or act, neglect or giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenants' agreements or obligations and if the Tenant surrenders any part of the Property the guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.
- (d) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are Parties.

10. **THIS** Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the Tenancy.

12. **NOTICE** under section 48 of the landlord and Tenant Act 1987 The Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:(must be an address in England and Wales).

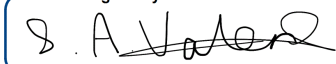
28 Thirleby Road
Mill Hill
London, NW7 1BQ

Initialed (.....)

Initialed (.....)

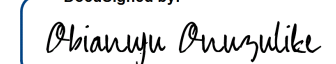
AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by the above-named
(the Landlord)

DocuSigned by:

4083CB5D875F4E3...


in the presence of

SIGNED by the above-named
(the Tenant(s))

DocuSigned by:

C8C90AA6A8D842E...

in the presence of

Initialed (.....)

DS

Initialed (.....)

DATE

4th November 2022

MR S VALENS

The Landlord

And

Mrs Obianuju Caroline Onuzulike

The Tenant(s)

AGREEMENT

for letting furnished dwelling house at

**4 Rambler Court
Swynford Gardens
Hendon
London, NW4 4XL**

on assured Shorthold Tenancy

Rent £

1,256.66pcm

Initialed (.....)

Initialed (.....)

DS


PRESCRIBED INFORMATION**Housing Act 2004**

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

A.1.1 Name of Landlord(s): Mr S Valens

A.1.2 Actual address of the Deposit Holder: JAYSON RUSSELL Estate Agents
20 Parson Street
Hendon
London
NW4 1QB

A.1.3 Email address of the Deposit Holder (if applicable): info@jaysonrussell.com

A.1.4 Telephone number of the Deposit Holder: 020 8202 1111

A.1.5 Fax number (if applicable): 020 8203 9383

A.1.6 Tenant(s) name: Mrs Obianuju Caroline Onuzulike

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

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

A.1.9 Mobile/Telephone number:.

A.1.10 Fax number (if applicable)

A.1.11 Deposit: £1,450.00

Deductions may be made from the Deposit according to clauses 4.2.1 - 4.2.5 of the Tenancy Agreement attached.


A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being Jayson Russell Estate Agents.

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

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses 4.4.1 - 4.10.2 shown above. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

Initialed (.....)


Initialed (.....)

A blue ink signature and initials are written over the 'Initialed' text. The signature appears to be 'DS' followed by a stylized flourish.

Procedure for Dispute at the End of the Tenancy

- 1 When the Landlord and Tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 working days. Failure to return the deposit within the specified period will be grounds for the Tenant to refer the matter directly to the Independent Case Examiner ("ICE").
- 2 The Agent must tell the Tenant within 10 working days of the end of the Tenancy, (or as specified in the Tenancy agreement) if they propose to make any deductions from the deposit.
- 3 The Tenants should make their best endeavours to inform the Agent if they wish to raise a dispute about the deposit within 20 working days after the lawful end of the Tenancy and vacation of the property. The Agent has a maximum of 10 working days to resolve the dispute.
- 4 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.
- 5 The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website www.tds.gb.com or be obtained directly from The Dispute Service Ltd at the address or telephone number specified in clause 4.3.1 of the attached Tenancy Agreement.
- 6 If the Agent instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Agent must send the deposit or the balance in dispute together with the relevant evidence being a copy of the Tenancy agreement, inventory and schedule of condition, any check in or check out report, correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Agent or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and discipline the Agent.
- 7 The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.
- 8 The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.
- 9 TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
- 10 The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.
- 11 The Agent and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.

Initialed (.....)

DS

Initialed (.....)

- 12 If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.
- 13 If the Landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to do so, or the Tenant is unable to contact the Landlord or the Agent despite making reasonable efforts to do so, action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit because TDS are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.

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

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

Signed by the Tenant: _____

DocuSigned by:

Orianyu Onuzulike

C8C30AA6A8D842E...

Signed by the Landlord/Agent: _____

DocuSigned by:

S. A. V. A. R.

4C83CB5D875F4E3...

Initialed (.....)

Initialed (.....)

DS

DS