

DATED

(Landlord)

And

(Tenant)

AGREEMENT
For letting of a dwelling
On an Assured Shorthold Tenancy
AT £ PCM
Unfurnished
Excluding all utility bills

The premises known as

AGREEMENT
For letting of a dwelling
On an Assured Shorthold Tenancy
Housing Act 1996

THIS AGREEMENT is made on the
BETWEEN

- (1) The Landlord:
- (2) The Tenants:

This Agreement creates an assured shorthold tenancy within Part 1 Chapter 2 of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenants notice under paragraph 2 Schedule 2A to that Act.

1.0 **IT IS AGREED** as follows:

The Landlord agrees to let and the Tenant agrees to take the dwelling known as and situate at (hereinafter called "the Premises") together with the Landlord's fixtures and fittings, furniture and household effects now in the Premises (hereinafter called "the Contents") and as specified in the inventory to be prepared by and checked by the Landlord's Agent, Award Property Management Ltd. ("APML" "The Agent").

1.1 The tenancy shall be for the term certain of **XXXXmonths** ("the Term"), commencing the **XXXXXX** and expiring on the **XXXXXX**.

2.0 THE DEPOSIT

2.1 The Tenant has paid a deposit on the date hereof to the Landlord's Agent in the sum of **£XXXX (Thousand, Hundred & pounds only)** ("The Deposit") by way of deposit as security to the Landlord for the performance by the Tenant of their obligations hereunder:

2.2 The Deposit has been registered and held by The Agent (as Stakeholder) who is a member of the Tenancy Deposit Scheme; the Agent shall be entitled to retain any interest earned from the Deposit

The Landlord has arranged for the Deposit to be dealt with in accordance with statutory requirements. The Deposit will be refunded to the Tenant once the Tenant has vacated the Premises at the end of the Tenancy Period (however it ends) but less any deductions properly made by the Landlord to cover:

- (a) any unpaid Rent;
- (b) the cost of remedying breaches of any of the Tenant's Obligations under this Agreement; including those related to cleaning of the premises, it's fixtures and fittings;
- (c) Compensation for the Tenant's use and occupation of the Premises if the Tenant fails to vacate on the due date;
- (d) 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.

Should any loss arise against any of the items described above, then any such claim may not be limited to the amount of the Deposit.

- 2.3 If the Tenant has vacated the Premises and has returned all the keys to the Landlord's Agent the Deposit shall be returned to the Tenant following the expiration or the determination of the Tenancy. The Deposit will be returned after deducting all such Rent and other sums referred to in sub-clause 2.2. above (if any), but in the event of such sums exceeding the amount of the Deposit held by the Landlord's Agent, the amount of such excess shall be paid by the Tenant to the Landlord's Agent or their legal representative within seven days of written demand.
- 2.4 If the Landlord sells or transfers his/her interest in the Premises and pays the balance of the Deposit held by him/her (after deduction of all sums deductible under this Agreement) to the buyer or transferee, the Landlord shall be released from all further claims and liabilities in respect of the Deposit or any part of it.
- 2.5 The provisions of pages 8, 10, 11 and 12 relating to the Deposit hereto are deemed to form part of this Agreement.

3.0 THE RENT AND CHARGES

- 3.1 The Tenant shall pay to the Landlord or to the Landlord's Agent directly the Rent of **£XXXX (Thousand, Hundred & Pounds only)** per calendar month, in advance on the **XXth** day of each month. ("the Rent").

The Rent is to be paid clear of all deductions and in the manner specified whether demanded or not. The total Rent is to be paid each month via ONE transaction.

- 3.2 It is a requirement of this Agreement that from month 2 and all subsequent months the Rent is paid by Bank Standing Order.
- 3.3 Interest will be charged on any Rent arrears of more than 14 days from the Rent due date until the date upon which it is actually paid in full, charged at the Bank of England Base Rate + 3%.
- 3.4 A charge will be payable by the Tenant of £50.00 where a request for removal of a name from the Tenancy Agreement is approved by the Landlord or Landlord's Agent.
- 3.5 A charge will be payable by the Tenant of £50.00 where a request where a change of tenant is requested during the Tenancy term and is approved by the Landlord or Landlord's Agent.
- 3.6 The Tenant will liable for the reasonable cost of any replacement keys / locks in the event that keys for the premises are lost or damaged by the tenant.

4.0 USE OF THE PROPERTY

- 4.1 The Tenant should approve, sign and return, the Inventory and Condition Report supplied for the Premises, or notify the Agent of any amendments necessary within 7 days of the Tenancy commencement or the Inventory and Condition Report shall otherwise be deemed to have been accepted as a true and accurate record of the condition of the Premises at handover.
- 4.2 The Tenant is not to do or omit to do anything: which causes any policy of insurance on the

Premises or the contents to be or to become void or voidable or which causes the rate of premium on any policy of insurance to be increased. The Tenant shall pay The Agent on written demand all sums paid by the Landlord as the result of this provision. The Tenant shall indemnify the Landlord against the consequences of any breach of this clause.

- 4.3 The Tenant is not to assign, sublet, share, part with possession of, cease occupation of, or purport to assign the Premises or any part thereof or take in lodgers. The persons permitted to occupy the Premises are set out in Appendix B annexed to this agreement.
- 4.4 Keys for any part of the Premises are not to be cut, unless authorised by the Landlord or the Landlord's Agent. Where approved, 1 copy of any new key is to be provided to the Landlord's Agent for management purposes.
- 4.5 The Tenant will be responsible for arranging visits by a locksmith in the event that they lock themselves out of the property and will cover any costs involved ensuring that copies of any replacement keys are provided to the Landlord or Landlord's Agent.
- 4.6 The Tenant is not to use the Premises for any illegal or immoral purposes.
- 4.7 The Tenant is not to use, or permit the use of, the Premises in such a manner as to cause a nuisance or annoyance to the owners or occupiers of any neighbouring land or premises.
- 4.8 The Tenant is to pay all charges in respect of electricity, water, oil, gas and council tax consumed on the Premises and to pay all standing charges relating to the aforementioned and all telephone charges including, but not limited to, telephone connection charges, telephone rental and call charges accruing during the period of the Tenancy.
- 4.9 The Tenant is to pay the Television License fee for the Premises.
- 4.10 The Tenant is not to keep animals, birds or other livestock on the Premises without the previous written consent of the Landlord.
- 4.11 The control of pests within the property including wasps, bees, mice and other rodents, ants etc. shall be the responsibility of the Tenant, unless the control is already ongoing when the Tenant first occupies the premises.
- 4.12 The Tenant is not to use or permit the use of any oil, petrol, paraffin or other liquid fuel or portable gas burning appliance on the Premises other than such stoves and appliances (if any) which are the property of the Landlord.
- 4.13 The Tenant is not to carry out any profession, trade or business on or from the Premises, nor to use the same otherwise than as a private residence.
- 4.14 The Tenant is not to remove any of the Contents from the Premises.
- 4.15 The Tenant is to pay to the Landlord's Agent all costs and expenses (including VAT) incurred by the Landlord (including, but not limited to, the costs and fees of the Landlord's Agent, the Landlord's solicitors and other professional advisors) in the event of:
 - (a) The recovery from the Tenant of the Rent or any other monies due from them; and
 - (b) The enforcement of any of the provisions of the Agreement; and
 - (c) The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement.

- 4.16 The Tenant is not to:
- (a) alter or add to the Premises internally or externally;
 - (b) decorate the exterior of the Premises; or
 - (c) change the decor of the interior of the Premises
- 4.17 The Tenant is not to affix any satellite receivers, television or radio aerials (including any additional building or multi-room cable runs) to the Premises without the prior written consent of the Landlord.
- 4.18 Except where receiving equipment is provided by the Landlord and specified in the Inventory and Condition Report, the Tenant is responsible for the repair and maintenance of the television aerials, satellite dish and similar signal reception devices (if any) at the Premises.
- 4.19 The Tenant is to keep the interior of the Premises, the internal decorations and the carpets, curtains fixtures, furniture and effects in good repair and condition (except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the fixtures, furniture and effects which have been damaged or destroyed.
- 4.20 The Tenant is to notify the Landlord or the Landlord's Agent of any defect, damage or want of repair in the Premises other than such as the Tenant are liable to repair.
- 4.21 The Tenant is to maintain the gardens of the Premises to a good standard including cutting of lawns and weeding of beds and borders and trimming of any shrubs/hedges forming part of the Premises as necessary.
- 4.22 The Tenant shall only use correct wall fixings for all fixtures. Such fixings shall be limited to one per wall or a maximum of four per room. All fixings shall be removed and wall(s) made good (including repainting of whole wall(s) as necessary) prior to vacating the Premises. The use of wall mounted TV brackets will be subject to the Landlord's prior written approval and in all cases such brackets will be removed prior to vacating the Premises and walls made good as necessary.
- 4.23 Smoking is not permitted anywhere within the Premises by the Tenant or any person given permission to visit or reside in the Premises.
- 4.24 For long term Tenancies of 12 months and over, professional carpet, upholstery and curtain cleaning will be required at the end of the Tenancy.
- 4.25 Should the Landlord agree to pets at any time during the Tenancy, professional carpet, upholstery and curtain cleaning will be required at the end of the Tenancy even if the length of Tenancy is less than 12 months.

5.0 LANDLORD / AGENT ACCESS AND INSPECTION

- 5.1 The Tenant agrees, upon not less than 24 hour's written notice (except in an emergency), to permit the Landlord or the Landlord's Agent and any other persons authorised by the Landlord's Agent to enter the Premises (with or without contractors and with all necessary equipment) for any or all of the following purposes:
- (a) To examine the state and condition of the Premises.
 - (b) To repair, maintain, alter, improve or rebuild the Premises
 - (c) To examine or repair, maintain or replace the Contents;
 - (d) To comply with any obligations imposed on the Landlord by Law.

Except in case of emergency, all such visits shall be carried out at reasonable hours in the daytime.

- 5.2 Property inspections will be carried out at 3 monthly intervals by the Landlord or the Landlord's Agent unless a revised frequency is agreed by the Agent in writing.
- 5.3 Access will be required to the Premises for the purposes of annual Gas / Electrical safety inspections and certification. Advance written notice of appointments will be provided and where necessary the Tenant agrees to the Agent using a management key for access to the Premises.
- 5.4 The Tenant agrees to permit the Landlord or The Landlord's Agent upon 24 hours' notice and during the calendar month (two months in the case of Tenancies that have continued on a statutory periodic basis) immediately preceding the determination of the Tenancy to enter the Premises with prospective tenants or purchasers. Such visits shall be at reasonable hours in the daytime unless otherwise agreed to in writing by the Tenant.

6.0 THE LANDLORD AGREES WITH THE TENANT that the Tenant paying the Rent and observing the obligations imposed on them in the Agreement shall peaceably hold and enjoy the Premises throughout the Term without any interruption by the Landlord or any person rightfully claiming through or in trust for him/her.

7.0 IT IS ADDITIONALLY AGREED as follows:

- 7.1 The Tenant shall not be entitled to withhold payment of any instalment of the Rent or any other monies payable under this Agreement on the grounds that the Landlord has the Deposit
- 7.2 If the Rent is inclusive of council tax and/or water charges, then in the event of there being any increase in the same, the Landlord may increase the Rent by an equivalent amount.
- 7.3 The Landlord and the Landlord's Agent reserve the right to retain a key for the Premises (The management key).
- 7.4 If the Premises are rendered uninhabitable by fire or any other risk against which the Landlord may have insured, then the Rent will cease to be payable until the Premises are reinstated. This provision will not apply, however, if the insurance monies are irrecoverable in whole or in part due to any act or omission on the part of the Tenants.
- 7.5 Where the expression "The Tenant" comprises of more than one person the obligations on the part of such persons shall be joint and several.
- 7.6 The Landlord notifies the Tenant in accordance with section 48 of the Landlord and Tenant Act 1987 that any notice (including notice of proceedings) must be served on the Landlord by the Tenant at the following address (this must be an address in England & Wales);

Award Property Management Ltd, Compass House, Vision Park, Chivers Way, Histon, Cambridge, CB24 9AD.

- 7.7 The Landlord grants the Tenancy of the Premises to the Tenant upon the condition that the Tenant holds insurance that the Landlord or his/her agent considers adequate to satisfy the Tenant's liability to the Landlord in respect of accidental damage caused by the Tenant to the furniture, fixtures and fittings as described in the Inventory and Condition Report for the

Premises.

- 7.8 The Tenant must provide the Landlord or the Landlord's Agent with a copy of their current insurance certificate complying with clause 7.7 above prior to the commencement of the Tenancy detailing the cover held, the name and address of the insurer, the policy number and date of renewal.
- 7.9 The Tenant agrees to notify the Landlord or the Landlord's Agent of any loss, damage or occurrence, which may give rise to an insurance claim of any kind.
- 7.10 The Landlord must provide the Tenant with a current gas safety certificate (if applicable) to the Premises, which is to be by means of an annual inspection and certificate completed every 12 months by a GAS SAFE registered gas engineer.

8.0 THE END OF THE TENANCY

- 8.1 The Tenant is to give the Landlord's Agent or the Landlord at least one month's written notice of the Tenant's intention to vacate the Premises (note: this does not permit the Tenant to terminate the Tenancy during the Term) to be given on a Rent Day from and including **DDMMYYYY** provided that in the event that this tenancy continues after the expiry of the Term and becomes a Statutory Periodic Tenancy the Tenant must give the Landlord's Agent or the Landlord two months' written notice of the Tenant's intention to vacate the Premises such notice to be given on a Rent day".
- 8.2 At the end of the Tenancy howsoever terminated, the Tenant agrees:
- (a) To deliver up the Premises and the Contents at the determination of the Term to the Landlord or the Landlord's Agent in a clean and tidy condition; and in any case not worse than their condition at the commencement of this tenancy (reasonable wear and tear excepted) and in accordance with the Tenant's obligations under the Agreement:
 - (b) To leave the Contents in the rooms and places in which they were at the commencement of the Tenancy or to pay the cost incurred in replacing them to their original positions and in particular
 - (c) To comply with the requirements for cleaning as specified in Clauses 4.24 and 4.25.
- 8.3 If:
- 8.3.1 any part of the Rent falls into arrears for more than fourteen days whether or not demanded by the Landlord's Agent or the Landlord; or
 - 8.3.2 there is any breach of any of the Tenant's obligations under the Agreement; or
 - 8.3.3 the Premises are without the agreement of the Landlord's Agent left unoccupied for a continuous period in excess of four weeks;

Then, subject to any statutory provisions, the Landlord may recover possession of the Premises and the Tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force.

- 8.4 Should the Tenant seek to end the Tenancy early during the Term, this will only be agreed upon the prior written consent of the Landlord. Where consent is given, the Tenant will be liable to pay re-marketing and early release charges to the Landlord's Agent commensurate with the remaining period of the Term.

The Tenant shall remain liable for the Rent, Council Tax and all Utility charges until such time as a new tenancy commences or the Term expires. In addition, the Tenant will be liable to pay any additional charges incurred by the Landlord as a result of their early departure.

9.0 THE TENANCY DEPOSIT RETURN

- 9.1 The Landlord's Agent will notify the Tenant within 20 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 9.2 If there is no dispute, the Landlord's Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of this 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.
- 9.3 The Tenant will inform the Landlord's 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 premises. The Independent Case Examiner (ICE) may regard failure to comply with the time limit as a breach of the rules of the Tenancy Deposit Scheme (TDS) and if the ICE is later asked to resolve any dispute, may refuse to adjudicate in the matter.
- 9.4 If, after 20 working days following notification of a dispute to the Landlord's 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 clause 9.5 below) be submitted to the Independent Case Examiner for adjudication. All parties agree to co-operate with the adjudication.
- 9.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 2.1 to 2.5 and 9.1 to 9.4

The parties have signed the Agreement on the date first mentioned.

SIGNED by the Tenant: X

SIGNED by the Tenant: X

SIGNED by the Landlord: X

DEFINITIONS WITHIN THE AGREEMENT

The Landlord: The owner or mortgagee of the premises, being entitled to let the property for rent.

The Agent (TDS Member): Award Property Management Ltd (APML) being the person/body appointed by the Landlord to act on his/her behalf, being a member of the Tenancy Deposit Scheme.

The Tenant: The person/persons occupying the Premises and paying rent under an Assured Shorthold Tenancy Agreement.

Tenancy Agreement: This legal contract between the Landlord and Tenant under which the tenancy takes place.

The Premises: The rental property.

The Contents: Any fixtures, fittings, furniture or household effects in the premises and included in the tenancy.

The Deposit: Funds held from the Tenant as security against damage, dilapidations, compensation for breaches of tenancy, unpaid accounts for Utilities or other 3rd party charges or rent unpaid at the end of the tenancy.

The Deposit Holder: The person or body, holding the Deposit under the Tenancy Deposit Scheme, namely APML, to whom any interest earned, will belong.

TDS: The Tenancy Deposit Scheme

ICE: The Independent Case Examiner of the Tenancy Deposit Scheme

PRESCRIBED INFORMATION
Housing Act 2004

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 ("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 Tenancy Deposit Scheme

PO Box 1255

Hemel Hempstead

Herts

HP1 9GN

Phone 0300 037 1000

Email deposits@tenancydepositscheme.com

Web www.tenancydepositscheme.com

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

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

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

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

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

A.1 Address of the premises:

Details of the Deposit Holder

A.2 Name: **Award Property Management Limited**

A.3 Actual Address: **Compass House, Chivers Way, Histon, Cambridge, CB24 9AD.**

A. 4 E mail address: enquiries@awardpropertyltd.co.uk

A. 5 Telephone number: **01954 718660**

A. 6 Fax number: **N/A**

Details of the Tenant

A.7 Name:

A. 8 Address for contact after the tenancy ends: N/A

A. 9 E-mail address:

A. 10 Mobile/Telephone number:

A.11 Fax number: N/A

The Deposit

A.12 The Deposit: £

A.13 The Deposit Holder will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 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 Deposit Holder fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

At the end of the Tenancy

A.14 The deposit will be released following the procedures set out in clause 9.1 to 9.5 of this Tenancy Agreement.

A.15 Deductions may be made from the deposit according to clause 2.2 of this Tenancy Agreement. No deductions 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.

The Landlord certifies and 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 his knowledge and belief.

In the event of 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.

SIGNED by the Tenant: **X**

SIGNED by the Tenant: **X**

SIGNED by the Landlord: **X**

TENANT DECLARATION AND ACKNOWLEDGEMENT

XXXXX is let (individually and jointly) to the named Tenant(s) on the Tenancy Agreement and only those names (confirmed below) are entitled to occupy the Premises.

Named Tenant

All Tenants are required to acknowledge that they have been given the opportunity to read and understand the Tenancy Agreement and the accompanying Guidance Notes provided to them in advance of the Tenancy commencement. They should also acknowledge that they understand that the Tenancy Agreement forms a legally binding contract between the Tenant and the Landlord.

SIGNED by the Tenant: **X**

SIGNED by the Tenant: **X**

YOUR TENANCY AGREEMENT EXPLAINED

These notes **do not** form part of the Tenancy Agreement. These notes should be read in conjunction with the Tenancy Agreement as they provide some guidance on your obligations and are intended to help you understand the document you are signing.

General Information.

It is important to understand the commitment that you are entering into when signing a Tenancy Agreement to rent a property. Your Tenancy will be in the form of an Assured Shorthold Tenancy (AST) as defined by the Housing Act of 1996.

You are entering into a **legally binding** Agreement with your Landlord and whilst this Agreement places obligations on your Landlord in respect of the property you will occupy, there are significant legal responsibilities upon you as a Tenant also. Principally these are:

- Must pay your rent in full and on time and pay all utility charges for the whole duration of your tenancy.
- Hold current tenant insurance valid for the term of your tenancy and including accidental cover for any landlord's contents.
- Must keep use the property in a 'Tenant like manner', this means keeping the property secure, clean and looked after and ensuring any garden is kept tidy.
- Should report any faults or repair needs promptly.
- Utilise the property such as not to cause interference, annoyance or detriment to neighbours or adjoining property.
- Permit access to the landlord (or their agent) for repairs or inspections during reasonable hours providing adequate notice (at least 24 hours) has been given.
- Give proper and due notice to vacate in writing as required under the terms of the agreement. Please note you are not permitted to 'give up' or end your tenancy early if you are within a fixed term without the landlord's agreement.
- Deliver up the property at the end of the tenancy in a sound and clean condition. Subject to reasonable wear and tear, ensure any damage or alterations are rectified.
- Accept responsibility for the repair of any damage or dilapidation that may be attributable to you, your family or your guests misuse/neglect.
- Notify us of any extended period when you will not be in occupation (usually for periods of over two weeks).

The full obligations placed upon you are detailed in the Tenancy Agreement and you should read and understand these before signing the document. Please ask us if you need assistance in understanding these. Your Tenancy is initially for a fixed term period, generally of either six or 12 months.

You should understand that you have a legal responsibility for the premises and rent for the whole of this period. You are entering into a legal contract that cannot be discharged before the end of this period without the agreement of your Landlord. You should talk to us at any time before or during your Tenancy if you require assistance or have issues regarding your premises or Tenancy.

Your Tenancy Agreement.

Your Tenancy Agreement forms a legal contract between you and your Landlord. It establishes the terms of your contract and details the obligations upon both you and your Landlord. The document has specific sections covering the basic elements comprising your contract and each of these is explained briefly below:

Section 1 'The Agreement'

This provides details of the premises you are renting and the duration of your tenancy. It lists the address, the term, the names party to the agreement and the start and end dates.

Section 2 'The Deposit'

You are asked to pay a deposit as security to the Landlord against you defaulting on your obligations. The deposit is typically one and a half times the gross monthly rental figure and we require you to pay this sum wither when your tenancy commences or 14 days after you reserve the premises with us (whichever is the sooner). Your deposit is returnable to you at the end of your tenancy providing your tenancy obligations have been met. Under certain circumstances deductions may be made for items such as repair to damage caused, cleaning or unpaid rent.

All tenancy deposits placed with us are protected under the TDS Government approved Tenancy Deposit Protection Scheme, this places obligations upon us and your Landlord in respect of the way in which your deposit is held and dealt with at the end of your tenancy. A separate guidance note is available on the scheme and how it operates. We provide you with a certificate to confirm that your deposit is registered within the scheme. There are significant costs associated with the administration of our membership of this scheme and we therefore make a small charge equally between Landlord and Tenant to help cover this cost. Your portion of this charge is payable with your tenancy deposit.

Section 3 'The Rent and Charges'

This section details the rent payable by you for the premises and when this rent is due. You pay your rent in advance and we ask that all tenants pay their rent monthly, by Bank Standing Order. It is also important that where you are sharing premises, we receive your rent in **one regular payment covering the whole rent amount due.**

When your tenancy is coming to an end, we will speak to you about renewal of your agreement. Should you wish to do this, we will need to prepare and issue a new agreement for you and the Landlord to sign. We will also need to update the details of your deposit registration and provide a new certificate.

When you leave the premises at the end of your tenancy, in order to ensure it is handed back satisfactorily and to provide you with an independent and objective assessment of your deposit implications, we utilise an independent, professionally accredited, check out inspection and inventory clerk to inspect the property. You are welcome to be present at the check out inspection.

Section 4 'Use of the Property'

Within this section, details of what you should (and can) do within the terms of your tenancy are listed along with details of what is not permitted. It is important that you are familiar with these so as not to cause problems during your stay at the premises.

Examples of issues that can arise which may cause difficulty for you and your Landlord are *'The introduction of a pet to the premises without the Landlord's prior consent'* or *'the introduction of a new sharing tenant or the departure of a tenant from premises without the proper changes to the tenancy agreement'*.

Please remember if you wish, or need, to change the terms of your Tenancy Agreement, talk to us as soon as possible and before the change is made so that we can advise you appropriately.

You will note that the tenancy agreement requires you to have carpet, upholstery and curtains professionally cleaned under certain circumstances, particularly where pets have been present. It is important to recognise that although your pets may be well behaved, the premises may still be affected by hair residue or odours that can act as allergens to those who will occupy the home after you. As such it is important that these are fully removed so as not to affect the Landlord's ability to re-let the premises after you have moved on.

Where referred to, 'Professional Cleaning' means cleaning by a professional person or organisation skilled and with the appropriate equipment to undertake deep cleaning of fabrics. **Unfortunately it is not acceptable to acquire the use of 'Do it yourself' type equipment such as 'Rug Doctors'. These do not fully clean upholstery in an even and consistent way and we may still need to ask you to cover the cost of a professional clean even if these machines have been used. A receipt for the professional clean will need to be provided at the end of the tenancy.**

Section 5 'Landlord/Agent Access and Inspection'

Whilst we do not wish to interfere with your enjoyment or use of your home, it is necessary when managing premises remotely, to have access for the purposes of maintenance or repair. In addition we need to inspect the premises regularly so that we can advise the Landlord of any issues, faults or problems to be addressed. Whilst you are required to co-operate with our needs in this respect, we will always be as flexible as possible in ensuring we do not unduly disturb you.

Section 6 'Landlord's Agreement with You'

This section confirms that the Landlord agrees that, where your obligations are met, they will provide the premises to you to use as your home in peace and without interruption (subject to the obligations above in respect of access).

Section 7 'Additional Agreements'

This section gives details of the additional obligations upon both parties under the contract. It is where respective responsibilities are clarified.

Section 8 'The End of the Tenancy'

When ending the tenancy, either you or your Landlord must give notice to the other party and there are specific requirements in this respect. As you will be leaving the premises, you also have some obligations in the way that you hand back the premises and how it is left at your departure.

Should you wish to leave the premises early before your tenancy term ends, this may be possible but only with your Landlord's agreement. However there are specific requirements and costs to you involved in this and our advice is that should the need arise; you talk to us as early as possible before you make the decision to leave.

Section 9 'The Tenancy Deposit return'

Here you will find general information about the return of your deposit and the timescale involved. Additional information about the return of your deposit is given in the leaflet 'What is the Tenancy Deposit Scheme?' which we will provide you.

Please note because we need to meet regulations and provide an audit trail of our deposit returns, we are unable to return deposits in cash.

Key points to remember.

1. Please take time to read your Tenancy Agreement and other documents, your tenancy will run smoother if you understand things fully.
2. We are here to help you, if you need assistance with any aspect of your tenancy, please ask us.
3. **You are entering into a Legal Agreement which places obligations on you for the duration of your tenancy term. You should comply fully with these obligations to ensure your tenancy runs smoothly.**
4. Whilst your rental property is 'your home', it does belong to someone else so please treat it with respect.
5. If your circumstances change, you have difficulty with your rent, or have other issues, please talk to us as early as possible. The sooner we know, the sooner we can help.

PLEASE NOTE THAT FAILURE TO COMPLY WITH YOUR OBLIGATIONS AS A TENANT MAY CONSTITUTE POTENTIAL BREACHES OF CONTRACT, LEADING TO EARLY NOTICE BEING GIVEN TO VACATE THE PROPERTY AND POSSIBLE LEGAL CONSEQUENCES.