

In the event of emergency or if the property is being damaged (i.e escaping water) please call the office immediately on 0117 379 0420. You will be put through to our out of hours team outside of normal hours.

In the event of an emergency we may access the property without notice.

All non-emergency maintenance issues should be reported using your Arthur Online app.  
Please provide photos where possible.

**All tenants moving into a student house are required to agree to the House rules and policies set out below. These form part of your tenancy contract and by signing this Tenancy Agreement you are agreeing to these rules.**

Please leave all communal areas as you'd like to find them.

- Cleaners are not responsible for washing up / putting away your dishes
- Do not leave recycling or your belongings on kitchen counters
- Leave the bathroom clean after use and dispose of any empty toiletries
- Communal areas must not be used for storing luggage, boxes, bikes or furniture

Please take the rubbish out and organise recycling boxes and bins for collection on the designated bin day and follow the bin rota if in place. This includes ensuring the inside and outside of the property is free of rubbish.

Please remove your items from the washing machine, tumble dryer and dishwasher when the cycle has finished.

Please be considerate of all tenants in the property and behave in a courteous manner.

You are responsible for replacing lightbulbs in your room.

Please take all action you can to unblock sinks, showers and any drains, before reporting this to the agency. There are lots of products available for this in shops and you will be charged if a contractor is called when you could have easily resolved the issue.

If a contractor attends the property for an issue you have reported, but no issue is found, or they deem it an unnecessary call-out for something you could have easily resolved you will be charged.

If you lose your keys you will be charged all costs, including any call-out charges.

Please ensure sensible usage of electric, gas and water - see clause 10.5 for Utilities Fair Usage policy and exclusions.



# BPP

## ASSURED SHORTHOLD TENANCY AGREEMENT

For a Student dwelling

This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988 and as amended by the Housing Act 1996.

This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made between the Tenant and the Landlord. These promises will be legally binding once this Agreement has been both signed and dated.

This agreement is subject to any manuscript amendments following negotiation between the Tenant and the Landlord in relation to his property. Such amendments will be signed or initialled by the parties prior to the granting of this tenancy.

The Tenant understands that the Landlord will be entitled to recover possession when the Tenancy Period ends.

Property: [Tenancy.unit]

Landlord(s): [Tenancy.owner]

c/o Bristol Property Partnership  
34a Chandos Road, Redland  
Bristol BS6 6PF

Tenant(s): as named below

no.	NAME	Mobile / Tel	Email Address
Tenant (1)	[Tenancy.tenant1]	[Tenancy.tenant1_mobile]	[Tenancy.tenant1_email]
Guarantor (1)	[Tenancy.tenant1_guarantor_name]	[Tenancy.tenant1_guarantor_mobile]	[Tenancy.tenant1_guarantor_email]
Tenant (2)	[Tenancy.tenant2]	[Tenancy.tenant2_mobile]	[Tenancy.tenant2_email]
Guarantor (2)	[Tenancy.tenant2_guarantor_name]	[Tenancy.tenant2_guarantor_mobile]	[Tenancy.tenant2_guarantor_email]
Tenant (3)	[Tenancy.tenant3]	[Tenancy.tenant3_mobile]	[Tenancy.tenant3_email]
Guarantor (3)	[Tenancy.tenant3_guarantor_name]	[Tenancy.tenant3_guarantor_mobile]	[Tenancy.tenant3_guarantor_email]

Tenant (4)	[Tenancy.tenant4]	[Tenancy.tenant4_mobile]	[Tenancy.tenant4_email]
Guarantor (4)	[Tenancy.tenant4_guarantor_name]	[Tenancy.tenant4_guarantor_mobile]	[Tenancy.tenant4_guarantor_email]
Tenant (5)	[Tenancy.tenant5]	[Tenancy.tenant5_mobile]	[Tenancy.tenant5_email]
Guarantor (5)	[Tenancy.tenant5_guarantor_name]	[Tenancy.tenant5_guarantor_mobile]	[Tenancy.tenant5_guarantor_email]

Tenancy Commencement Date: [Tenancy.tenancy\_start]

#### RENT PAYMENT SCHEDULE:

All rent must be paid monthly in advance by direct debit or standing order on the 1<sup>st</sup> day of each calendar month and the first payment is to be made one (1) month before the move in date. Tenants can also pay 3 months, 6 months or 12 months in advance.

## The Particulars

This agreement is made between

**Landlord(s)**

**Name:** [Tenancy.owner]

**Address:** C/O Bristol Property Partnership, [Tenancy.property\_manager\_address]

**Contact telephone number:** [Tenancy.property\_manager\_phone\_work]

**Email:** [Tenancy.property\_manager\_email]

Notices: in accordance with Sections 47 and 48 of the Landlord & Tenant Act 1987, the Landlord's name and address in England and Wales at which Notices (including Notices of Proceedings) may be served on the Landlord by the Tenant are as specified for the Landlord above.

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**AND Tenant(s)\*** (see note)

**Name of Tenant(s):** [Tenancy.tenants\_all]

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**AND is made in relation to the Property to be let:**

**Address:** [Tenancy.unit]

The property is a [Custom.Dwelling.Type], contents listed in the Inventory

**Exclusions from the let premises (e.g. garage or other out buildings etc):** N/A

## The main terms of the agreement are

**Number of permitted occupiers:** the maximum number of people permitted to occupy the Property is [Custom.Tenant.Number]

**Term:** A FIXED TERM of [Tenancy.tenancy\_term] commencing on and including [Tenancy.tenancy\_start] to and including 12 noon [Tenancy.tenancy\_end]

*If, by agreement with the Landlord, you remain in the Property after the fixed term has expired the Tenancy will continue as a statutory periodic tenancy in accordance with the Housing Act 1988. The same terms apply to the ongoing statutory periodic tenancy as per this agreement.*

**Rent:** The total rent payable is £[Tenancy.rent\_amount] per month split equally between all tenants. This rent includes council tax, water, electric, gas and internet. Utilities are subject to the Utilities Fair Usage policy and exclusions - see definition of Utilities Fair Usage policy and exclusions in clause 10.5.

**Rent due date:** Rent is payable in advance and due upon 1<sup>st</sup> day of each calendar month and the first payment (or proportion part) is to be made 1 month before the move in date

**A security deposit of £[Tenancy.deposit\_registered\_total\_required]** is to be paid before the signing of this agreement and is held under the terms of The Deposit Protection Service (DPS) (a Government approved tenancy deposit scheme), the details of which will be made available to the Tenant by the Landlord within 30 days of receiving the deposit. Any interest earned on the deposit will not be paid to the Tenant. The Tenant will not use any part of the deposit in place of the rent due under this Agreement

**\* The obligations of the Tenants are joint and several** meaning all Tenants named in the AST will be jointly and severally liable for the Tenant's obligations contained within this agreement. In the event of non-payment of Rent and/or other breach of the Agreement, any individual Tenant or group of Tenants may be pursued. This means that legal action may be brought against any one or any group of the Tenants. Notice to leave by any individual Tenant will also end the tenancy for all Tenants (if named in the AST). A group of Tenants shall be known collectively as 'The Tenant' throughout this Agreement.

The Landlord lets the Property and the Contents to the Tenant at the Rent for the Tenancy Period on the standard letting terms set out in this Agreement as varied or supplemented by any special letting terms. The Premises are let as seen

## 1. 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 hereby agrees with the Landlord as follows:

- 1.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

### Rent and Charges

- 1.2 To pay the Rent at the times and in the manner specified in The Particulars whether or not it has been formally demanded. The Rent is payable as per the Rent Payment Schedule above. All rent payments are due jointly and severally. Rent is to be paid by standing order or direct debit, using the door number of the property and the tenant's last name as the reference.
- 1.3 To read and record all meter readings at the beginning of the term of the Tenancy and to inform the Landlord and the relevant utility supplier of these and of the identity of the Tenant taking over supply.
- 1.4 To pay all bills **excluding those included in the rent** and charges incurred during (or apportioned over) the term of the Tenancy at the Premises for Contents Insurance, Council Tax (Refer to 1.6), including for connection, change, transfer, or termination of supply; hereby agreeing that any unpaid amounts may be deducted equally from the deposits at the Landlord's discretion and to produce forthwith on demand all relevant receipts.
- 1.5 If the Tenant is a full-time student they shall provide to the Landlord or their Agent proof of their student status at the time of contracting; otherwise they will be liable to pay, or reimburse the Landlord, the Council Tax due on the property.
- 1.6 If at any time the Tenant is not a full-time student or cannot prove that they would be exempt from paying Council Tax then they must pay the Council Tax directly to the Council and provide receipts to the Landlord on demand, or in default of receipts, authority to obtain the same from the Council; in default of receipts and authority they shall pay the Landlord on demand an amount equal to the Council Tax due in the property by reason of their default apportioned over the period of their occupation
- 1.7 To pay to the Landlord all costs and expenses, on an indemnity basis, incurred by the Landlord:
  - 1.7.1 In the recovery from the Tenant of any Rent or any other money which is in arrears.
  - 1.7.2 In the enforcement of any of the provisions of this Agreement.
  - 1.7.3 In the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
  - 1.7.4 The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
  - 1.7.5 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).

1.7.6 To be held liable for the fair net 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.

1.7.7 The cost of any invoice for maintenance or repair charges related to issues raised by the tenant deemed unnecessary or false by the attending contractor, or where the issue has been caused by tenant damage, misuse, or any breach of this agreement or could very easily have been rectified by the tenant with minimal effort or cost.

1.7.8 Any other monies owed by the Tenant to the Landlord.

1.7.9 Compensation for the breach of any terms of this agreement.

1.8 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

## **Use of the Property**

1.9 To occupy the Property as the Tenant's only or principal home and behave in a tenant like manner.

1.10 Take reasonable care of the Property and common parts.

1.11 Not to assign or sublet or part with or share possession of the Property or any part of it, or to allow the Property to be occupied by more than the maximum Number of Permitted Occupiers, without the express written permission of the Landlord (which will not be unreasonably withheld).

1.12 To use the premise as a private residence for the occupation of the Tenant and not to carry on in the Property any trade profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant and (if a Garage or Parking Space is specified in the Particulars) for the storage of a private motor car.

1.13 Not to use the Property for any immoral, illegal or improper purposes (this includes the use of any illegal drugs which are or become prohibited or restricted by statute).

1.14 To use the Property carefully and properly and not to damage it.

1.15 Not to do or permit to be done on or around the Property anything that may reasonably be considered anti-social behaviour to be a nuisance, cause disturbance or annoyance to anyone including the Landlord or the owner or neighbours or occupiers of any adjoining property.

1.16 Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area ensuring always that amplified noise can never be heard outside the Premises (particularly at night especially not after 11pm).

1.17 Not to change the supplier of the Utilities and Services as specified in The Particulars without the express written permission of the Landlord (which will not be unreasonably withheld). Where such consent is given, the Tenant undertakes to promptly provide the Landlord or his agent with full details of the new supplier and account numbers etc. The Landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.18 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such Services to the Property.

1.19 This includes the installation (without the prior consent of the Landlord or his agent which will not be unreasonable withheld) of any pre-payment meter. In order to avoid misunderstanding of

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.

1.20 Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.

1.21 Not to obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them. To keep all fire exits and escape routes clear of obstruction (this includes no furniture or shoes). Not to wedge open fire doors or interfere with smoke and heat detectors. (This means you are not allowed to cover them with socks.) Not to smoke or burn candles, or to store or use any flammable substance or device in the Premises.

1.22 Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

1.23 Not to burn candles, or to keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use. Not to undertake any deep fat frying whether in a deep fat fryer or in a frying pan.

1.24 Not to install, take into, use or keep in, the property any heater or like object which requires paraffin or other gaseous fuel, and not to burn candles in the Property without the express written permission of the Landlord (which will not be unreasonable withheld).

1.25 Not to keep any animals, reptiles, insects, rodents or birds at the premises without the express written permission of the Landlord (which will not be unreasonably withheld). If permission is given, the Tenant may be asked to pay an additional amount towards the Deposit.

1.26 Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property and immediately to report to the Landlord any blockages or damage.

1.27 Not to bring into the Property any electrical equipment which does not comply with relevant UK electrical regulations.

1.28 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the tenancy.

1.29 To take all reasonable precautions to prevent frost, condensation and damp build up by keeping the Property adequately ventilated and heated. If the property is going to be empty overnight for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing or turn off the water supply at the main stop cock. During winter months you should also open the windows at least one hour per day. 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. Do not dry washing inside the house except in a well-ventilated room.

1.30 Not to alter the appearance or decoration or structures of the premises or its fixtures or fittings either internally or externally 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.)

1.31 To take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the premises.



1.32 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 danger or damage.

1.33 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.

1.34 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 systems

1.35 To test at regular intervals any battery operated smoke alarms fitted in the premises and replace any battery in an alarm, which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord or his agent.

1.36 To be responsible for unblocking or clearing stoppages in any sink, or basin, or toilet, or waste pipe which serve such fixtures if they become blocked with waste, or as a result of the action or inaction of the Tenant (or his invited visitors or guests) in breach of obligations under this agreement.

1.37 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. The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.38 Not to cause or permit damage, alteration or addition to the Premises (nor to alter alarm and other codes), nor to attach anything (internally or externally) to it, the walls or doors (including shelves), nor to redecorate or cause to permit 'Landlord's repairs', without the prior written consent of the Landlord; not to use Blu-Tack or do anything to cause damage to the decoration (picture hooks and mapping pins may be used).

1.39 To keep the Premises in good and clean condition and to return the Premises at the end of the Tenancy in the same condition as set out in the Inventory, save only for fair wear and tear, failing which to reimburse the Landlord such reasonable cost of any repair or replacement, as is notified by the Landlord to the Tenant.

1.40 To take all reasonable steps to avoid causing damage by condensation (e.g not to dry clothes on the radiators, but to use the dryer or external washing line, where provided) and to take reasonable care of appliances and all reasonable steps for their ordinary maintenance, e.g regular cleaning of washer/dryer filters.

1.41 Not to cause or permit the external display of any notice, sign, advert or poster.

1.42 Not to cause or permit any action or state of affairs that results in the risk of the Landlord's insurance policy being made void or voidable or in the increase of the premiums; to repay to the Landlord any increased premium and renewal expenses caused by breach of this clause as rent in arrears.

1.43 Where applicable, to comply with the conditions of the HMO licensing regulations for this property (a copy of which you hereby acknowledge receiving), e.g. To ensure that the house is not occupied by more than the permitted number of persons and that no common areas of the house, including shared living rooms, kitchens, hallways and landings, be used for sleeping purposes by any Tenant or guest.



1.44 If the Tenants cause or permit to be caused vermin (including but not limited to rats, mice, bedbugs, cockroaches, fleas) to enter or access the Property they may be charged the reasonable cost of treatments to exterminate and remove the vermin.

1.45 No bicycles must be stored in the house and must not block any hallways or fire escape routes.

1.46 Where the Tenant clearly breaks, fails to comply with, any of the obligations relating to looking after or the use and occupation of the premises set out under this agreement, the Tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks, or within any alternative timescale agreed with the Landlord or his agent, or earlier if urgency requires it, of being asked in writing to do so by the Landlord or his agent. After that time, the Landlord or his agent may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstance the Tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

### **Leaving the Property Empty**

1.47 To advise the Landlord, by giving reasonable written notice, if the Tenant intends being absent from the Property for more than 14 days and provide actual dates the Property will be unoccupied. For any absence over 28 days the Tenant may agree that the Landlord should have access during the period to keep the Property insured and to take reasonable precautions to mitigate damage.

1.48 To take all reasonable steps to ensure that no damage is caused to the Premises (e.g during winter as a result of burst pipes), or during any period when the Premises are left unoccupied (e.g by burglary): to leave the central heating system on low during any cold periods when unoccupied, and to activate the security alarms and lock doors and windows when leaving the property.

1.49 To make arrangements for the re-direction of mail, and to provide forwarding addresses and details to the Landlord or their Agent for contact after the Tenancy ends.

1.50 Possession of the property may be recovered by the Landlord or the mortgage on the ground set out in the Housing Act 1988 Section 7, schedule 2, Part 1, Ground 2

### **Condition of the Property**

1.51 Unless written comments or amendments are received by the Landlord within 7 days of Tenancy commencement the Tenant acknowledges that the Inventory received is a true and accurate record of the Property and the Contents, including their condition, at the beginning of the Tenancy.

1.52 Not to damage the Property or make any alteration in or addition to the property or its fixtures and fittings or the electrical or plumbing system.

1.53 Not to decorate or change the style or colour of the decoration whether it be internal or external, nor to erect any aerial or satellite dish without the express written permission of the Landlord (which will not be unreasonably withheld).

1.54 To keep the interior of the Property and the Contents in the same condition, cleanliness, repair and decoration, as at the start of the Tenancy with allowance for fair wear and tear.

1.55 Not to remove any of the Contents from the Property or to store them in a loft, basement, garage or outbuildings without the express written permission of the Landlord (which will not be unreasonably withheld).

1.56 To clean the interior and exterior windows of the Property, (where access is possible,) as often as necessary.

1.57 To wash or clean the curtains hanging in such windows, only as agreed with the Landlord in writing.

1.58 To keep the Garden in the same character and not to dig up or cut down, any trees, shrubs or bushes or timber (if any), except with the Landlord's prior consent (which will not be unreasonably withheld); Maintain the garden in the condition provided by the Landlord - which may include cutting the grass and bushes and weeding where needed. Not to damage, alter or add to the garden save to maintain it and keep it and any yard passageway and surrounding area tidy and free of rubbish.

1.59 You must not dump furniture or rubbish in the gardens, if you do you will be charged for clearance.

1.60 Upon discovery, to report to the Landlord as soon as possible, having regard to the urgency of the matter, of any defect or deterioration the Property and premises

1.61 Where the Property includes Shared Facilities, to take proper care of the Contents and clean as appropriate after use. If any damages to occur in the communal areas all tenants will be jointly liable to cover reasonable costs for repairs.

1.62 To replace all and any batteries, bulbs and fuses as necessary including bulbs for any outside lights, the batteries for the doorbell and the alarms, and not to damage, remove or disable the alarms in any way or alter the codes or alter, change or install any locks.

1.63 Where the Tenant, his invited guests or visitors are responsible by any action for any cracked or broken windows or door glass on the premises, to promptly repair or replace such glass to the required specification and be liable for the costs involved.

1.64 Agree to clean the silicon in the bath showers and sinks regularly to avoid a build up of any mould or dirt and to keep the shower and bathroom walls and toilets clean and free from limescale.

1.65 Agree not to leave coins or hair grips in clothes before using the washing machine and unscrew and clean the washing machine filter every 2 or 3 months.

1.66 If your house is Victorian be careful to ensure not to place furniture by an outside wall or at least leave 10mm air gap to avoid condensation as the walls will not have cavity insulation.

## Insurance

1.67 In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Landlord's premises or its contents, to promptly inform the authorities as appropriate and the Landlord or his agent as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord or his agent to assess whether to make a claim on any relevant insurance policy.

1.68 Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to devastation, harm or ruin of the premises or its contents.

1.69 To reimburse the Landlord for any excess sum, up to a maximum of £200, payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors or guests in breach of this agreement.

## Waste and Refuse

1.71 Ensure that all refuse is cleanly disposed of each week on the appropriate collection day and not to keep it outside, other than in the bins provided, and not to put it for collection other than on

the night before or the morning of the Council collection day. Order new recycling or refuse bins from the Bristol City council website should any be damaged or disappear.

1.72 To undertake disposal of refuse by placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.

### **Letters and Notices**

1.73 To forward any letter, notice, order, proposal or legal proceedings affecting the Property or its boundaries to the Landlord promptly upon receipt.

1.74 To forward immediately to the Landlord any post relating to the Landlord or the Premises that is not the Tenants' own post.

### **Access to the Property**

1.75 To permit the Landlord, the Landlords Agent, contractors or other persons authorised by them access at all reasonable times after giving the Tenant at least twenty-four hours written notice by text or email (except in an emergency and for communal areas where this is reasonable):

1.75.1 To enter the Property to examine the state and condition of the Property and Contents and to carry out repairs, certification or maintenance to the Property or Contents and afford them all facilities so to do.

1.75.2 To allow viewing of the Premises by prospective Tenants.

### **Notice to Repair**

1.76 If the Landlord gives the Tenant any written notice to remedy a defect, for which the Tenant is responsible, the Tenant shall carry out the repair within one month of the date of the given notice.

### **Keys, locks, alarm codes and security**

1.77 The Tenant agrees that the Landlord shall hold a set of keys and that the Tenant shall not install or change or alter or damage any door locks or bolts (except in the case of an emergency) or alarm codes, without the express written permission of the Landlord (which will not be unreasonably withheld).

1.78 Not to have any keys cut for the locks to the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

1.79 If any lock or bolt is installed or changed on or in the premises without the prior consent of the Landlord or his agent to remove them if so required by the Landlord or his agent and be responsible for the fair costs of making good any resultant damage to the premises or spoilage of decoration.

1.80 To take adequate precautions to keep the premises, including its external doors or windows, locked and secured, and any burglar alarm set, when the premises are empty.

1.81 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 appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and/or removing the causes of such an infestation.

### **Tenant's Possessions**

1.82 The Tenant is strongly advised to take out contents and Tenant liability insurance with a reputable insurer for the Tenant's possessions and any damage caused to the Landlords contents, as these will not be covered by any insurance effected by the Landlord.

### At the End of the Tenancy

1.83 The Tenant is required to give a **minimum of one month's written notice** to the Landlord's agent to terminate this agreement, such notice cannot expire prior to the expiry date as specified in the particulars. The Tenant will not be released from their obligations of the tenancy agreement until such notice is provided to the Landlord. Should the Tenant wish to terminate a Statutory Periodic Tenancy they must ensure that a minimum of one month's written notice is given to the Landlord's agent which would expire on the rent due date as specified in the particulars of this agreement.

1.84 At the end of the Tenancy the Tenant agrees to:

1.84.1 To leave the Premises not later than midday on the last day of the Tenancy giving up the Property with vacant possession.

1.84.2 Leave the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) as detailed in the Inventory and to pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement.

1.84.3 Leave the Furniture and Contents in the respective positions that they occupied at the commencement of the Tenancy.

1.84.4 To remove all Tenants' items and refuse, kitchen waste, newspapers and bottles, or to pay for their removal.

1.84.5 To clean the Premises to the same standard as at the commencement of the tenancy as stated in the inventory, or to pay for the premises to be cleaned to that standard.

1.84.6 Return any linen, blankets and towels that may be provided, freshly washed and clean.

1.84.7 Return all keys to the Landlord or agent and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.

1.85 Any furniture, goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the property after the expiry or termination of the tenancy shall be deemed to have been abandoned. Provided the Landlord has given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord may remove, store or dispose of such goods as they think appropriate after 14 days have passed (except perishable or hazardous items which will be disposed of immediately). The Tenant shall be responsible for all reasonable costs which the Landlord may incur: the Landlord shall be entitled to deduct such costs from any monies lawfully due to the Tenant.

1.86 To allow the Landlord to erect a reasonable number of 'for sale' or 'to let' signs at the Property during the last two months of the Tenancy.

1.87 The Tenant should be present during any inspection of the Property upon check out, to be carried out by or on behalf of the Landlord.

1.88 If the property is not left in the same condition as shown on the Inventory, the Landlord or Landlord's agent reserve the right to charge for and withhold from the Tenants deposit any costs to correct any damage caused, replace any missing items or undertake any cleaning required.

## 2. Landlord's Obligations

The Landlord hereby agrees with the Tenant as follows:

- 2.1 The Landlord shall arrange for the Property and Landlords Contents (**not the Tenant's possessions**) to be insured under a comprehensive insurance policy and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is practicable, and to refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations under this Agreement.
- 2.2 To provide the Inventory at the start of the Tenancy.
- 2.3 To pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord.
- 2.4 To allow the Tenant to quietly possess and enjoy the Property during the Tenancy without interruption from the Landlord, (not withstanding Clause 1.75 in this Agreement).
- 2.5 To ensure that gas appliances supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Gas Safety Check Certificate will be given to the Tenant at the commencement of the Tenancy.
- 2.6 To repair and maintain the structure, fabric and exterior of the Premises including drains, water, gas, electrical, heating, alarm and sanitation installations, ensuring that the electrical appliances comply with the relevant Electrical Equipment Regulations.
- 2.7 To ensure that all the furniture and equipment within the Property supplied by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 2.8 To carry out promptly any repairs which are the Landlord's responsibility.
- 2.9 Should the Landlord wish to terminate the tenancy he must give the Tenant two months written notice, this notice must be served at least two months prior to the end date of the tenancy agreement. **(or subject to Housing Act Schedule 2 Grounds 1-17 the date he wishes the tenancy to terminate).**
- 2.10 Should the Landlord wish to terminate a Statutory Periodic Tenancy he must give at least two months written notice to the Tenant.
- 2.11 To provide a copy of the Landlords Gas Safety Certificate where applicable, a copy of the Energy Performance Certificate, Electrical Installation Condition Report and a "How to Rent Guide". The Tenant's signature below acknowledges receipt of these items.
- 2.12 To provide gardening equipment where the Tenant requests it.

### Re-instatement of property rendered uninhabitable

2.13 The Landlord's repairing obligations referred to in clause 2.8 shall not be construed as requiring the Landlord to (a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the premises in a tenant-like manner; (b) to rebuild or reinstate the premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident; or (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the premises.

2.14 The contract (Rights of Third Parties) Act 1999 does not apply to this agreement.

2.15 This agreement is subject to all laws and statutes affecting assured shorthold tenancies. If a court decided that some part of the agreement is invalid or unenforceable, the rest of the agreement will still be valid and binding on all parties.

### **3. The Landlord and the Tenant jointly agree that**

3.1 The Landlord and their Agent will keep keys to the property, to be used in accordance with this Agreement.

3.2 If the Premises or any part of them become uninhabitable during the term of the Tenancy and the Landlord's insurance policy has not been made void by any action of the Tenant,, the rent or such part of the rent as is appropriate will be suspended until the Premises are again made habitable.

3.3 When there is a breach of the Tenancy Agreement by the Tenant, the Landlord is entitled to seek possession of the Premises by serving on the Tenant written notice describing the grounds under which possession is sought. The period of such notice will be either two weeks or two months depending on the ground specified, in compliance with the provisions of the Housing Act 1988.

3.4 The Landlord, its Agents or employees are not responsible for the loss of or damage to the Tenants' personal furniture, equipment or belongings howsoever caused whether before, during or after the term of the Tenancy. The Tenant is advised to take out their own insurance cover. Where the Tenant leaves anything on the Premises after the term, the Tenant agrees that the Landlord can dispose of it at the Tenant's cost and the Tenant indemnifies the Landlord against liability to any other person who may have any interest in that thing.

3.5 This Agreement is governed by and shall be construed in accordance with the law of England and Wales.

3.6 The address of the Landlord for the service of notices is set out in the Particulars of this agreement.

3.7 The information provided in and with this Agreement is accurate to the best of their knowledge and belief.

3.8 The Landlord or their Agent will not release keys to the Tenant unless all tenancy paperwork is completed by all Tenants including: full retainer payments, application forms, identification to comply with the Immigration Act 2014 providing the Tenant's right to rent in the UK and guarantor forms, if required. If the Tenancy Agreement is signed but all paperwork is not completed by the tenancy start date, then the Tenants agree that the Landlord will not release keys to any of the Tenants but rent will still be payable.

### **4. Rent Increases**

One year after the start of the tenancy and annually after that, subject to the tenancy then subsisting, the rent will be reviewed by the Landlord and may be increased (in line with market rents and RPI) at the Landlords sole discretion. One month's written notice of the revised rent will be served and such increase will take effect on the first due payment after service of the notice.

### **5. Interest on Rent Arrears**



The Tenant shall pay interest at the rate of 3% above the Bank of England base lending rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

5.1 If there is a breach of any of this Agreement by the Tenant the Landlord may serve notice in accordance with Section 8 of the Housing Act 1988 (as amended).

5.2 If the Rent or any part shall be in arrears for at least 14 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of this Agreement by the Tenant, the Landlord may re-enter the Property (subject to any statutory restrictions on their power to do so) and immediately thereon the Tenancy shall terminate without prejudice to the other rights and remedies of the Landlord and the provisions of the Protection from Eviction Act 1977 apply.

### **Landlords Right of Termination**

5.3 The Landlord is entitled to terminate this Tenancy for these reasons (including by Service of Notice in accordance with Section 8 of the Housing Act 1988 (as amended), as defined above):

5.3.1 Any instalment of rent not received in full within 14 days of day due when the Landlord formally demands it, after it has fallen due;

5.3.2 Or if the Tenant fails to comply with any of the Tenants Obligations under this agreement;

5.3.3 Or if the Tenant becomes bankrupt;

5.3.4 Or an Interim Receiver of the Property is appointed;

5.3.5 Or if the Tenant (without making prior arrangements in writing with the Landlord) leaves the property vacant or unoccupied for more than 3 weeks.

### **Effect of Termination**

5.4 Termination of this Tenancy Agreement ends the Tenancy but does not release the Tenant from any outstanding obligations.

5.5 If the Tenancy is a Fixed Term Tenancy, the Landlord may serve on the Tenant at least 2 months notice in writing under Section 21(1)(b) of the Housing Act 1988 (as amended) to expire on the last day of the Fixed Term.

5.6 If the Tenancy has become a statutory Periodic Tenancy it may be terminated by:

5.6.1 The Landlord serving the Tenant at least two months notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended).

5.6.2 The Tenant giving written notice of at least one month and expiring on the last day of a rental period of the Tenancy.

### **Surrender of the tenancy by the Tenant**

5.7 Strictly with the Landlord's or his agent's prior written consent and subject to certain conditions that will include reimbursing the Landlord all the 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.

5.8 The Tenant may only be able to withdraw from the remaining term of this Agreement if he or she finds a replacement Tenant for the remainder of the Term and on the same terms as this Agreement (including the provision for a guarantor, if appropriate) subject to (1) approval by the Landlord or Managing Agent (such approval not to be unreasonably withheld); (2) the Tenant not

being in arrears with the payments due under this Agreement; and (3) the agreement of the other Tenants.

5.9 There will be an administration charge of £50 for any change of the tenancy agreement including change of tenants where one Tenant leaves and another joins during the Tenancy, such charges to be recoverable as arrears of rent.

## 6. The Deposit

The deposit referred to in the particulars 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.

The Parties to this Agreement will abide by the procedures of the Deposit Protection Service scheme Rules (DPS), and it is agreed that the Tenant whose name appears first on this agreement is authorized to act as Nominated Tenant and that the Nominated Tenant will notify the Landlord immediately of any change in the Tenants' details.

6.1 The deposit taken will be held and returned under the terms of the scheme detailed below; The Deposit Protection Service (The DPS) - this is known as the Custodial scheme. The scheme shall hold the deposit within the terms of the scheme. The Landlord shall retain any interest earned on monies properly deducted from the Deposit as specified in Clause 6.3 of this Agreement.

6.2 The Deposit shall be authorised to be returned to the Tenant within 10 working days once both parties agree on any deductions to be made at the end of the Tenancy, upon vacant possession of the Property and return of the keys, so long as the Tenant has kept to all the agreements and conditions within this Agreement.

6.3 Monies shall properly be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:

6.3.1 The recovery from the Tenant of any Rent or any other money which is in arrears.

6.3.2 The enforcement of any of the provisions of this Agreement.

6.3.3 Compensation in respect of the Tenant's use and occupation in the event that the Tenant fails to vacate the Property on the due date.

6.3.4 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.

6.3.5 The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.

6.3.6 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).

6.3.7 Any damage, or compensation for damage, to the premises its furniture, 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.

6.3.8 Any unpaid account 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.

6.3.9 Any other monies owed by the Tenant to the Landlord.

6.3.10 The fair costs incurred in compensating the Landlord for, or for rectifying or remedying any meaningful breach by the Tenant of his obligations under this agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

6.4 If the Deposit shall be insufficient the Tenant shall pay to the Landlord within 14 days such additional sums as shall be required to cover all costs, charges and expenses properly due.

#### **Dealing with the deposit after the end of the tenancy**

6.5 The deposit (or appropriate balance) will be returned as soon as is reasonably practicable once vacant possession has been obtained following the final day of the tenancy; after the keys have been returned and after the deduction of any sums or money (if any), in accordance with section 6, which are due to the Landlord arising from the Tenant's breach of, or failure to comply with, the Tenant's obligations under this agreement.

6.6 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.

### **7. Notices**

7.1 The Landlord gives notice to the Tenant that in accordance with Section 47 and 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address specified in The Particulars of this Agreement.

7.2 Any Notice served upon the Tenant in accordance with this Agreement or any statute or regulation then the same may be served properly addressed to the Tenant either at the Property or by sending same by first class post to the Property or at the Tenant's last known address and the same shall be deemed to have been properly served and received by the Tenant in the ordinary course of that first class post being delivered.

### **8. Consents**

8.1 The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).

8.2 If the property is subject to a mortgage, by signing this agreement the Tenant acknowledges that they are aware the property is subject to a mortgage and that the mortgagee may be entitled to possession.

### **9. Data Protection**

9.1 The Tenant hereby consents to the Agent, Landlord and/or the National Landlords Association processing any information, contact or personal details on or of the Tenant as defined in the Data Protection Act 1998 and General Data Protection Regulations (GDPR) of 2018.

9.2 The Tenant hereby agrees that the Agent and/or Landlord may pass on the Tenant's personal information and/or forwarding address to appropriate parties such as referencing agencies, utility suppliers, local authorities, any credit agencies, debt collection agencies and Government bodies.

**10. The following are SPECIAL or ADDITIONAL CLAUSES applicable to the tenancy agreement and agreed by the parties.**

10.1 If the Tenant has been provided with a mattress protector at the start of tenancy this must be replaced with a new mattress protector when checking out.

10.2 If a Tenant loses his/her key and requires a replacement **ALL costs** associated with a replacement and any call-out charges will be charged to the tenant.

10.3 Tenants must allow access to the property for viewings during the last 6 months of their tenancy when given 24 hours notice (student viewings normally happen in January February and March). During this period the Tenant is responsible for ensuring the property is presentable for viewings.

10.4 This is a non-smoking property. The Tenant agrees that neither they nor their guests or visitors will smoke in property. If the Tenant or their guests or visitors smoke outside the property they agree to do so away from open doors or windows and to keep the exterior of the property clear of ashtrays and discarded cigarettes etc. If the Tenant breaches this clause then they are responsible for the reasonable costs of rectification of any damage caused or of any appropriate cleaning, fumigation etc., required.

10.5 Utilities including, but not limited to; gas, electric, water, council tax, and broadband, are included in the Tenants rent. Utilities are subject to the Utilities **Fair Usage policy** and exclusions as detailed below. The Utilities Fair Usage policy is to ensure that your energy and water usage is not excessive and kept within reasonable and sensible limits. The fair usage limits below are per tenant in the property and if all tenants are sensible with energy and water consumption, it is unlikely these limits will be exceeded. Where these limits are exceeded all tenants of the property will be jointly liable for any amount over this which is payable on demand. Note that charging of electric vehicles is **NOT** permitted unless agreed in writing with the Landlord. If a coin operated appliance is present or installed in the property all costs are to be paid by the tenant and the appliance must not be tampered with.

Utilities subject to Utilities Fair Usage policy	
Electric and Gas combined	£75 per tenant per month
Water	£25 per tenant per month
Utility Exclusions	
Charging of electric vehicles	<b>NOT</b> Permitted unless expressly agreed in writing by the Landlord
Coin operated appliances (if present or installed in the property)	Use of coin operated appliances are to be paid for by tenants. If tampering of appliances is found all tenants will be billed.

10.6 The Tenant or their guests or visitors may not bring any pet or animal into the property or onto the grounds of the property without the written consent of the Landlord or Agent (such consent will not be unreasonably withheld).

10.7 It is strongly recommended that the Tenant take out at least minimal contents insurance to cover their belongings and Tenants liability insurance for any damage they cause to the property as they will **not** be covered by the Landlords insurance.

10.8 Rent payments must be set up via direct debit or standing order to arrive in the nominated bank account on the 1<sup>st</sup> of each month. Failure to do so will result in a

breach of contract. Any maintenance or repair charges must be paid within 14 days of invoice.

10.9 If the Tenant wants to break the tenancy early and if this is agreed with the agent/Landlord, an early release fee will be payable reflecting the Landlords cost to find a new Tenant, plus all rent due until a new Tenant is found and a minimum of one month's written notice must be given to the Landlord's agent which would expire on the rent due date as specified in the particulars of this agreement. The Tenant must also make a reasonable attempt to find a suitable replacement Tenant.

10.10 At the end of the tenancy and prior to the check-out appointment, the Tenant must clean the whole property to the standard it was on the check-in Inventory e.g. professionally cleaned.

**10.11 The Tenant confirms that the smoke and Carbon Monoxide alarms in the property are in working order as on the first day of this tenancy agreement.**

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## 11. SIGNATURES of the PARTIES

### IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out 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 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 additional clauses (if any) set out in section 10.

**SIGNED**

[Signable.signaturefield\_signer6]

By, or for and on  
behalf of, the  
**LANDLORD (s)**

**Date:**

[Signable.date\_signer6]

**SIGNED**

Signature: [Signable.signaturefield\_signer1]    Print name: [Tenancy.tenant1]

Signature: [Signable.signaturefield\_signer2]    Print name: [Tenancy.tenant2]

Signature: [Signable.signaturefield\_signer3]    Print name: [Tenancy.tenant3]

Signature: [Signable.signaturefield\_signer4]    Print name: [Tenancy.tenant4]

Signature: [Signable.signaturefield\_signer5]    Print name: [Tenancy.tenant5]

**TENANT(s)**

**Date:**

[Signable.date\_signer5]

### Additional Acknowledgements



The Tenant confirms they have been issued with a copy of the Energy Performance Certificate (EPC).

The Tenant confirms they have been issued with a copy of the Annual Landlords Gas Safety Certificate.

The Tenant confirms they have been issued with a copy of the latest Government's "How to Rent" guide.

The Tenant confirms they have been issued with a copy of the My Deposits Terms & Conditions.

The Tenant confirms they have been issued with a copy of the Electrical Installation Condition Report.

**SIGNED**

Signature: [Signable.signaturefield\_signer1]

Print name: [Tenancy.tenant1]

LEAD  
TENANT(s)  
on behalf of  
all tenants

Date: [Signable.date\_signer1]

## Inventory

The Tenant(s) signs to confirm that they have received and reviewed the inventory for [Tenancy.unit] and that it is a fair and accurate representation of the property's condition at the time of moving in.

The tenant has 7 days from the start of their AST to request any amendments to the inventory. Dated pictures must be provided for any amendments.

\*Please note that if you have not yet received your inventory you will receive this before you move in.

**SIGNED**

Signature: [Signable.signaturefield\_signer1]

Print name: [Tenancy.tenant1]

LEAD  
TENANT(s)  
on behalf of  
all tenants

Date: [Signable.date\_signer1]

## Final Cleaning Requirements

Below is a guideline of our Cleaning Requirements which must be carried out prior to check-out.

**The property should be cleaned to the standard as per the Inventory (i.e. to a professional standard) throughout to include:**

- Dust Clean all items of furniture, skirting and surfaces
- Vacuum all carpets
- Clean all floors
- Clean all windows where possible
- Marks should be carefully removed from walls and paintwork
- Curtains should be cleaned and blinds dusted.
- All non-working light bulbs should be replaced

**Clean kitchen/Kitchenette throughout to include**

- Clean oven inside and out and the hob
- Clean kitchen units inside and out, tops and sides
- Defrost fridge/freezer-leave door ajar to avoid mould
- All electrical appliances
- Sink and drainers-please remove old cloths and sponges
- Extractor hoods to be cleaned
- Lime scale removed from taps
- Soap drawer to washing machine to be cleaned
- Thoroughly clean floor and remove any food debris

**Clean Bathroom/ En-suite throughout to include:**

- Lime scale to be removed from shower screens/ doors and taps
- Shower heads and hoses to be cleaned of lime scale
- All hairs to be removed from plug
- Tiles and grouting thoroughly cleaned
- De-scale toilet if needed

**Garden and outdoor areas (if applicable)**

- Mow the Lawn
- Ensure any paved area/borders/ flower beds are weeded
- Clear any leaves that have accumulated
- Remove all rubbish. Please do not overfill the bin so the lid will not shut or leave bags of rubbish next to the bin. (Charges may be incurred for any rubbish left behind that the agency will need to arrange to be removed)

**Other**

- Please ensure that all personal belongings are removed from the property-any items left in the property after the vacation date will be disposed of at your expense.
- Please provide us with a forwarding address
- Please supply final meter readings if applicable
- Please ensure that all direct debits have been cancelled.

## A Tenant's Guide Custodial Scheme



[www.depositprotection.com](http://www.depositprotection.com)

Fast Fair Secure

### Your landlord/letting agent's responsibilities

If you are renting a property, then you probably will have been asked to pay a tenancy deposit. In April 2007 it became law that all assured shorthold tenancy deposits received by landlords and letting agents are required to be protected in a Government-authorised tenancy deposit protection scheme.

The Deposit Protection Service (The DPS) runs the only custodial scheme authorised by the Government. A custodial scheme requires that the money you paid to your landlord/letting agent is physically paid over to us to safeguard for the duration of the tenancy. The deposit will be repaid at the end of the tenancy when both parties have reached agreement on its distribution.

### How does the custodial scheme work?

You pay your deposit to your landlord/letting agent

Your landlord/letting agent is required to pay the deposit over to The DPS within 30 days of receiving it and provide us with the tenancy details and your contact details. They also have a legal requirement to provide you with certain information about the tenancy - full details can be found on our website.

Supplying your mobile phone number and/or email address to your landlord/letting agent is essential.

On receipt of the deposit, we will contact you and your landlord/letting agent to confirm that your deposit is protected. You will also be issued with your unique Repayment ID number. This is five digits long and must be kept somewhere safe as you will need this to request repayment of your deposit from us at the end of your tenancy.



[www.depositprotection.com](http://www.depositprotection.com)

Fast Fair Secure

### Your responsibilities: updating your details

Your landlord or letting agent will register your details with us, so make sure they have your up-to-date details, most importantly your mobile phone number and/or email address.

If you change your mobile phone number or email address during your tenancy, please make sure you contact The DPS to update us with this information. It is your responsibility to do so and will enable us to make the deposit repayment process as efficient as possible.

In addition when you move out please ensure that The DPS has your new forwarding address. It is important that you update the system with this address as your landlord/agent cannot do it for you.

### You can update your contact details in one of four ways:

#### ONLINE

By logging onto your account at [www.depositprotection.com](http://www.depositprotection.com)



#### IN WRITING

The Deposit Protection Service  
The Pavilions  
Bridgewater Road  
Bristol  
BS99 6AA



#### VIA

an online form connected to our Virtual Customer Service Agent/FAQs at [www.depositprotection.com/help](http://www.depositprotection.com/help)



#### BY TELEPHONE

0844 4727 000



[www.depositprotection.com](http://www.depositprotection.com)

Fast Fair Secure

### Landlords and Tenants: the repayment process

At the end of your tenancy, you and your landlord/letting agent need to agree who is entitled to the deposit. Once this has been decided, you can let us know.

We need to hear from both you and your landlord/letting agent before we will make any repayment. You must fill out a Joint Deposit Repayment form, either online or using the paper form, providing us with your unique Repayment ID number.

#### Helpful hint

Remember that everything can be done online. This helps to make the repayment process as quick and easy as possible. Once an online account is set up both parties can:

- > Update their own contact details
- > Submit a Joint Deposit Repayment form
- > Consent to use the ADR service.



### What happens if we can't agree on how the deposit is repaid?

The DPS run an independent Alternative Dispute Resolution (ADR) service which aims to resolve any dispute quickly and without the need for court action. It is an evidence-based adjudication service, but requires the consent of both parties.

For more information visit [www.depositprotection.com](http://www.depositprotection.com)

[www.depositprotection.com](http://www.depositprotection.com)

Fast Fair Secure



# BPP

## Prescribed information relating to tenancy deposits

- In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007

### Notes

1. The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions
2. It is the tenant's or lead tenant's (where relevant) responsibility to register their contact address with the DPS and to ensure that address is updated at the end of the tenancy

### 1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:

The Deposit Protection Service (The DPS)  
The Pavilions  
Bridgwater Road  
Bristol  
BS99 6AA

Telephone number: 0330 303 0030

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com)

### 2. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme

See attached Terms and Conditions

### 3. 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 shorthold tenancy (The Tenancy)

See attached Terms and Conditions

### 4. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy

See attached Terms and Conditions

### 5. Procedures that apply under the scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit

See attached Terms and Conditions

**6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation**

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions for further information

**7. Tenancy specific information**

Amount of deposit paid: £[Tenancy.deposit\_registered\_total\_required]

Address of the property to which the tenancy relates:  
[Tenancy.unit]

**Details of landlord**

Landlord name: [Tenancy.owner]

Landlord Address: C/O [Tenancy.property\_manager\_address]

Landlord Telephone number: [Tenancy.property\_manager\_phone\_work]

Landlord email address: [Tenancy.property\_manager\_email]

Landlord fax number: n/a

**Details of tenants**

Tenant name: [Tenancy.tenants\_all]

Tenant Address: [Tenancy.unit]

Tenant Telephone number: [Tenancy.tenant1\_mobile]

Tenant email address: [Tenancy.tenant1\_email]

Tenant fax number: n/a

Contact address to be used by the Landlord at the end of the tenancy:

**To be provided by the tenants**

- Please see note 2 above regarding the tenant's or lead tenant's responsibility to register their contact address with the DPS and to ensure that their address is updated at the end of the tenancy.

**Details of any relevant persons (interested party):**

Interested Party Name: n/a

Interested Party Address: n/a

Interested Party Telephone number: n/a

Interested Party Email address: n/a

Interested Party Fax number: n/a

**8. Circumstances when all or any part of the deposit may be retained by the Landlord – refer to the following clause(s) of the Tenancy Agreement:**

**5. The Deposit**



The deposit referred to in the particulars 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.

5.1 The deposit taken will be held and returned under the terms of the scheme detailed below

The Deposit Protection Service (The DPS) - This is known as the Custodial scheme. The scheme shall hold the deposit within the terms of the scheme. The Landlord shall retain any interest earned on monies properly deducted from the Deposit as specified in Clause 5.3 of this Agreement.

5.2 The Deposit shall be returned to the Tenant (less any deductions properly made) within 5 working days of the end of the Tenancy, upon vacant possession of the Property and return of the keys, if the Tenant has kept to all the agreements and conditions within this Agreement.

5.3 Monies shall properly be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:

5.3.1 The recovery from the Tenant of any Rent or any other money which is in arrears.

5.3.2 The enforcement of any of the provisions of this Agreement.

5.3.3 Compensation in respect of the Tenant's use and occupation in the event that the Tenant fails to vacate the Property on the due date.

5.3.4 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.

5.3.5 The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.

5.3.6 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).

5.3.7 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.

5.3.8 Any unpaid account 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.

5.3.9 Any other monies owed by the Tenant to the Landlord.

5.3.10 The fair costs incurred in compensating the landlord for, or for rectifying or remedying any meaningful breach by the tenant of his obligations under this agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

5.4 If the Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs, charges and expenses properly due.

#### **Dealing with the deposit after the end of the tenancy**

5.5 The deposit (or appropriate balance) will be returned as soon as is reasonably practicable once vacant possession has been obtained following the final day of the tenancy; after the deduction of any sums or money (if any), in accordance with section 5, which are due to the landlord arising from the tenant's breach of, or failure to comply with, the tenant's obligations under this agreement.

5.6 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.



**9. Confirmation – I/We (being the landlord) certify that:**

- The information provided is accurate to the best of my/our knowledge and belief
- I/We have given the Tenant(s) 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

Landlord(s): Bristol Property Partnership Ltd signing on behalf of Landlord  
Signature(s): [Signable.signaturefield\_signer6]

Dated: [Signable.date\_signer6]

Tenant(s): [Tenancy.tenants\_all]

Signature(s): [Signable.signaturefield\_signer1]

[Signable.signaturefield\_signer2]

[Signable.signaturefield\_signer3]

[Signable.signaturefield\_signer4]

[Signable.signaturefield\_signer5]

Dated: [Signable.date\_signer5]