

ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

Relating to:

Apartment 27, Waterway House 20 Belgrave Middleway, BIRMINGHAM, West Midlands, B5 7FE, England

Between

Mrs Stern & Mr Stern

and

Satish Maari and Vijetha Merugu

Dated

Important Notice

This document contains the Terms of the Tenancy and sets out the promises made by the Landlord and the Tenant to each other.

Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms with which either party does not agree and that it does contain everything both parties want to form part of the Agreement.

Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If either party is in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



THIS AGREEMENT IS MADE on the

The Particulars

THIS AGREEMENT IS MADE BETWEEN

A. Mrs Stern & Mr Stern

of Connells, 145 Great Charles Street, Queensway, Birmingham, B3 3LP
(“the Landlord”)

AND

B. Satish Maari and Vijetha Merugu

of 41 Church End Lane, Tilehurst, READING, Berkshire, RG30 4UP, England

(“the Tenant”)

Permitted Occupier(s):

Satish Maari and Vijetha Merugu

AND IS MADE IN RELATION TO PROPERTY AT:

Apartment 27, Waterway House 20 Belgrave Middleway, BIRMINGHAM, West Midlands, B5 7FE, England

Service of Notice Address for the Landlord

The Landlord notifies the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is:

The Main Terms of the Tenancy

1. Term of Tenancy

The Landlord lets to the Tenant the Property for a period of . The Tenancy shall start on and include 22 July 2023 and shall end on and include 21 July 2024 but subject to any release clause stated in Schedule 5

2. The Rent

£1,300 (One Thousand Three Hundred Pounds) per calendar month (“The Rent”) payable in advance.

3. Payment Method

The Tenant shall pay to the Agent the sum of £1,300.00 (one thousand three hundred pounds and zero pence) by cleared funds before the start of the tenancy for the period 22 July 2023 to 21 August 2023. Thereafter the Tenant shall pay to the Agent the sum of £1,300 (One Thousand Three Hundred Pounds) per calendar month in advance by standing order on the 22nd day of each month for every month of the tenancy, the first of such payments being due on 22 August 2023

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Tenant(s)



4. The Deposit

The deposit amount of £1,500 (One Thousand Five Hundred Pounds) shall be paid by the Tenant in cleared funds prior to the commencement of this Tenancy

The Deposit is held by the Agent as Stakeholder. The Agent is a Member of the Tenancy Deposit Scheme. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant, without interest, subject to the possible deductions set out in this Agreement.

The Tenant hereby confirms that:

- a) (i) the Deposit has been paid by the Tenant and not by a third party (unless details of such are included within the attached Prescribed Information under 'Deposit Provider'); OR
(ii) if the Deposit, or any balance thereof, has been paid by another party and whose details do not appear on the attached Prescribed Information, then the Tenant will advise the Landlord or his Agents of such person's details in writing prior to any deductions from the Deposit being agreed;
- b) he has the authority to enter into negotiations in order to agree any deductions from the Deposit at the end of the Tenancy and any monies due may be repaid to him, unless otherwise advised in writing that the Deposit or any balance of the Deposit should be paid to another party.

5. Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition.

6. Type of Tenancy

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act

7. Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

- 7.1. "Landlord" means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.
- 7.2. "Tenant" means anyone entitled to possession of the Property under this Agreement.
- 7.3. "Joint and several" means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.
- 7.4. "Permitted Occupant" or "Occupant" includes any person allowed to live at the Property under licence to the Tenant and whereby no tenancy is created between the licensee and the Tenant, nor the licensee and the Landlord
- 7.5. "Agent" means Connells Residential Lettings whose registered address is Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN or anyone who subsequently takes over the rights and obligations of the Agent.
- 7.6. "Property" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.
- 7.7. "Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings.

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- 7.8.** "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
- 7.9.** "Term" or "Tenancy" means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 7.10.** "Deposit" or "Cash Deposit" means money held by the Landlord or Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
- 7.11.** "Deposit Guarantee" means any scheme commercially available in the market-place by which the Tenant may, at the Tenant's option, purchase as a substitute for making a cash deposit during the currency of the Tenancy
- 7.12.** "Stakeholder" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed in writing by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court
- 7.13.** "Notice Period" means the amount of notice that the Landlord and Tenant must give to each other.
- 7.14.** "Stamp Duty Land Tax" means the tax payable (if applicable) by the Tenant to the Stamp Office on the signing of this Agreement, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on www.hmrc.gov.uk/so.
- 7.15.** "Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.
- 7.16.** "Superior Landlord" means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
- 7.17.** "Head Lease" or "Superior Lease" means the document which sets out the promises the Landlord has made to the Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
- 7.18.** "Working day" means any day excluding a Saturday, Sunday or a Bank Holiday.
- 7.19.** The full text of the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause can be obtained from the Agent upon written request
- 7.20.** References to the singular include the plural and references to the masculine include the feminine.
- 7.21.** The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- 7.22.** The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.
- 7.23** "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement
- 7.24** "DDR" means the Director of Dispute Resolution of The Dispute Service Limited.
- 7.25** "Deposit Holder" means the person, firm or company who holds the Deposit under this Agreement and is a Member of the Tenancy Deposit Scheme.
- 7.26** "Relevant Person " in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- 7.27** "Member" means the Agent who is a member of the Tenancy Deposit Scheme

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



The Landlord and the Tenant agree:
to the rental of the Property for the Term and at the Rent payable as set out above and upon the following terms:

- A.** The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement.
- B.** The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement.
- C.** The Landlord and the Tenant agree and confirm the declarations, provisions notices as set out in Schedule 3 to this Agreement.
- D.** The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement.
- E.** **(optional if special clauses)** The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 5 to this Agreement.

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Tenant(s)



Schedule 1 Obligations of the Tenant

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms found in this Agreement. If any of these terms are broken, the Landlord, or the Agent, may be entitled to claim against the Tenant under the Deposit Guarantee, or where taken, deduct monies from the Cash Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Property because of the breach.

1. General

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 licensee or visitor to do or not to do that thing.

1.2. To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if the Tenant forms more than one person if applicable, as explained in Definitions & Interpretation contained within The Main Terms of the Tenancy

2. Paying Rent

2.1 To pay the Rent by as set out in clauses 2 and 3 of The Main Terms of the Tenancy whether or not it has been formally demanded.

2.2 Any monies paid by a third party as agent of, or on behalf of, the Tenant (including monies paid as rent before or during the Tenancy) do not constitute a tenancy between the Landlord and the third party or the Tenant and the third party.

3. Further Charges to be paid by the Tenant

3.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Property either directly to the local authority, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies and to pay costs incurred by the Landlord as a result of the Tenant ceasing to occupy the Property as his main and principal home during the Tenancy

3.2. To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the period of time that this Agreement was in force:

- gas;
- water including sewerage and other environmental services;
- electricity;
- any other fuel charges;
- telecommunications, including broadband, ADSL lines, cable and satellite if applicable.

3.3. To pay to the Landlord, or the Agent, all reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:

- recovering or attempting to recover any Rent or other monies in arrears;
- the enforcement of any reasonable obligation of the Tenant under this Agreement;
- the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;

3.4. In the event that the Landlord agrees to a request from the Tenant to be released from the tenancy agreement before the expiry of the fixed term, apart from according to a relevant break clause detailed in Schedule 5. The Tenant hereby agrees to pay any reletting costs incurred by the Landlord which have been negotiated and agreed between the Landlord and Tenant as a condition of the Landlord consenting to this request. This cost to be paid within seven days of written demand, which if not paid the Tenant hereby agrees the outstanding sum can be deducted from the Deposit at the end of the Tenancy.

3.5. In the event that the landlord agrees to a request from a joint tenant (sharer) to be released from the tenancy agreement where the remaining joint tenants wish to remain and the landlord has agreed to accept a replacement joint tenant subject to their passing referencing and Immigration checks the tenant hereby agrees to pay a fee of £50.00 including VAT per tenant to cover the cost of the Change of

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Sharer process. This cost to be paid within seven days of written demand, which if not paid the Tenant hereby agrees the outstanding sum can be deducted from the Deposit at the end of the tenancy

3.6. When a tenant has requested in writing for a variation or change to the tenancy agreement and the landlord agrees to such a request the landlord or landlord's agents will charge the reasonable costs to vary the tenancy agreement such charge will not exceed £50.00 including vat.

3.7. A default fee will be charged for late payment of rent but only where the rent payment has been outstanding for 14 days or more (from the date set out in the tenancy agreement) this will be calculated at 3% above the Bank of England's base rate for each day that the payment has been outstanding. This cost to be paid within seven days of written demand, which if not paid the tenant hereby agrees the outstanding sum can be deducted from the Deposit at the end of the Tenancy.

3.8. The tenant is responsible for ensuring that they look after the keys and or equivalent security device for the property throughout the tenancy. If they fail to do so, they will be responsible for covering the reasonable costs of replacement of the lost key(s) or equivalent security device(s). The landlord or agent will set out in writing to the tenant the basis for this charge(s). This cost to be paid within seven days of written demand, which if not paid the tenant hereby agrees the outstanding sum can be deducted from the Deposit at the end of the Tenancy.

3.9. To pay the television licence regardless of the ownership of the television set.

3.10. To pay any reasonable amount incurred by the Landlord when the Landlord is reasonably entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant; within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.

4. The Condition of the Property: Repair, Maintenance and Cleaning

4.1. To take reasonable steps to keep the interior of the Property and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:

- fair wear and tear;
- any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Property;
- repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);
- damage covered by the Landlord's insurance policy.

4.2. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors

4.3. To inform the Landlord, or the Agent immediately (and preferably in writing) when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Property.

4.4. The Tenant agrees that where a contractor has made prior arrangements to meet the tenant at the property for maintenance or safety inspections, that the tenant will ensure to keep these appointments, failure to do so may incur a contractor charge for the landlord where the tenant is not home at the appointed time or fails to provide access without first providing at least 24 hours cancellation notice prior to the contractor visit. Therefore, the tenant agrees to indemnify the landlord against contractor costs resulting for missed pre-agreed appointments.

4.5. To keep the Property and Fixtures and Fittings in a clean and tidy condition.

4.6. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy as shown in the Inventory and Schedule of Condition.

4.7. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.

4.8. To test all alarms at least once a month to ensure all smoke alarms and carbon monoxide

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detectors remain in good working order by replacing batteries where necessary.

4.9. To inform the Landlord promptly if any smoke or carbon monoxide alarm requires maintenance or repair.

4.10. The tenant must not burn any solid fuel at the property without the written permission of the landlord which should not be unreasonably withheld.

4.11. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.

4.12. 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.

4.13. To replace all dead or broken electric light bulbs, fluorescent tubes, fuses and batteries

4.14. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement, or replace any damaged items with articles of the same sort and equal value.

4.15. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.

4.16. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated. If there is condensation, the Tenant must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.

4.17. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.

4.18. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.

4.19. To take all reasonable precautions to prevent infestation of the Property, including but not limited to vermin, fleas, insects and bee, wasp and hornet nests and provided the property was not infected at the commencement of the tenancy, and to pay for the eradication of any infestation caused by the negligence, action or lack of action of the Tenant, his family or his visitors and to contact the proper authorities with details of any occurrence of any notifiable infectious or contagious illness or disease

4.20. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions given to the Tenant at the start of the Tenancy.

5. Insurance

5.1. Not to do or fail to do anything that leads to the policy on the Property, or Fixtures and Fittings not covering any part of the losses covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.

5.2. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 5.1 of Schedule 1 of this Agreement.

5.3. To inform the Landlord or his Agent (preferably in writing) of any loss or damage to the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.

Please indicate below to confirm that you understand and agree with this page:

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Tenant(s)



5.4. To provide the Landlord or his Agent with details of any loss or damage, under clause 5.3 of Schedule 1 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.

5.5. The Tenant is advised that any insurance held by the Landlord will NOT cover the Tenant's contents or personal possessions. It is the Tenant's responsibility to insure these.

5.6. The Tenant may be held liable for any damages, including damage caused accidentally, to the Landlord's property and its contents, fixtures and fittings. The Tenant should ensure he has appropriate insurance cover to help avoid any unnecessary deductions from his deposit for any damage that may occur during the tenancy term.

6. Access and Inspection

6.1. To allow the Landlord, the Agent, any Superior Landlord, his agent, professional advisers, or authorised contractors to enter the Property with or without workmen and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:

6.1.1. the Tenant has not complied with a written notice under clause 4.3 of Schedule 1 of this Agreement and the Landlord or the Agent wishes to enter the Property in accordance with that clause;

6.1.2. the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in Schedule 2 of this Agreement);

6.1.3. a professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Property;

6.1.4. the safety check of the gas appliances is due to take place;

6.1.5. the Landlord or the Agent wishes to inspect the Property

6.1.6. to comply with statute and the proper request of any statutory body

6.2. To allow the Property to be viewed by prior mutually acceptable appointment (which shall not be unreasonably withheld), at reasonable times, during normal working hours and at weekends, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Property.

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

6.4. To permit access by appointment (which shall not unreasonably be withheld) to the Property to the owner of a neighbouring property or their authorised workmen or other professional advisors in order to carry out any works required in accordance with the Party Walls etc Act 1996

7. Assignment

7.1. Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person without the Landlord's or the Agent's prior written consent, which will not be unreasonably withheld.

7.2. Not to take in lodgers or paying guests to include any form of short term lets through Airbnb or similar organisation or allow any person other than the person named as the Tenant or Permitted Occupier in this Agreement to occupy or reside in the Property unless the Landlord or the Agent has given written consent, which will not be unreasonably withheld subject to being eligible to reside/rent in the UK under the Immigration Act 2014.

8. Use of the Property

8.1. To use the Property only as a private residence for the occupation of the Tenant(s) and any permitted occupiers named in this agreement.

8.2. Not to register a company or any form of business at the address of the Property.

8.3. Not to run a business from the Property.

8.4. Not to use the Property for any illegal or immoral purpose.

Please indicate below to confirm that you understand and agree with this page:

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Tenant(s)



8.5. Not to hold or allow any sale by auction at the Property.

8.6. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.

8.7. Nuisance and Anti-social Behaviour:

Not to cause or allow household members, or visitors to cause a nuisance or annoyance to the landlord, other tenants, or neighbours within the locality. (Anti-social behaviour includes minor problems with dogs, children, untidy gardens and lifestyle cases through to serious noise problems, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status)

Not to use the Property or allow others to use the Property in a way which causes noise which can be heard outside the Property between 10pm and 8am or a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them.

8.8. Not to decorate or make any alterations or additions to or in the Property without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld.

8.9. Not to alter nor interfere with the construction or arrangement of the Property, or the Landlord's Fixtures and Fittings

8.10. Not to damage the floors, wiring , pipes or drains of the Property

8.11. Not to alter or to have made altered or extended any electrical wiring, plumbing or gas installation in the Property

8.12. Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property (including any loft, cellar, garage or outbuilding) which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.

8.13. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.

8.14. To pay all the costs of installation, removal, disposal and repair of any damage done if consent is granted or due to a breach of clause 8.13 of Schedule 1 above.

8.15. Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for generally household use.

8.16. Not to alter, injure or affix anything to the walls of the Property, or hang any posters, pictures or other items in the Property using blu-tac, sellotape, picture hooks, nails, adhesive, or their equivalents.

8.17. Not to hang any washing outside the Property except in the properly designated areas

8.18. Not to store furniture or possessions in the Property in excess of that reasonably required for the Tenant's living requirements

8.19. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

8.20. Not to sell or otherwise dispose of the Landlord's Fixtures and Fittings without the Landlord's prior written consent

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8.21. Not to place or leave anything in any common area of the building (if any)

8.22. Not to throw or allow to be thrown anything whatsoever from the windows of the Property

8.23. Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Property or any guest or visitor to smoke tobacco, vape or smoke e cigarettes or any other substance in the Property or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, the Tenant will be liable for or to compensate the Landlord for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the Property of the odour of nicotine, incense, or any other substance caused by the Tenant or any visitor to the Property and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in the Property.

8.24. Not to barbecue in or on the Property including any balcony, roof terrace or garden if the Property is subject to a head lease; or if the Property is freehold to barbecue only in designated areas as agreed with the Landlord or the Agent;

8.25. To empty the septic tank regularly and at the End of the Tenancy if it has been emptied prior to the start of the Tenancy and proof provided to the Tenant by the Landlord or the Agent if applicable;

8.26. To keep the oil or LPG tank filled during and at the End of the Tenancy and provide proof to the Landlord or the Agent provided it was filled at the commencement of the Tenancy;

8.27. To pay any call out charges if the oil or LPG tank runs dry and the oil or LPG system has to be bled to remove an air lock if applicable;

9. Utilities and Council Tax

9.1. To notify (and provide meter readings where appropriate) to the suppliers of gas, water, electricity, other fuel and telephone services to the Property and the local authority that this Tenancy has started.

9.2. To apply for the accounts for the provision of those services and the council tax to be put into the name of the Tenant.

9.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property and not to install any water meter or pre-payment meter without the written consent of the Landlord or his Agent, which will not be unreasonably withheld.

9.4. Not to change the telephone number without the consent of the Landlord or the Agent.

9.5. To inform the Landlord, or the Agent, of the change of telephone number promptly when the Tenant is given the new number.

9.6. Not to change an account for any utility to a new supplier more than once without the written consent of the Landlord or the Agent.

9.7. To inform the Landlord or the Agent promptly of the name, address and account number of the new supplier upon transfer.

9.8. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.

9.9. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 3.2 of Schedule 1 or by anything done or not done by the Tenant.

9.10. To pay all outstanding accounts with the utility service providers and the council tax during and at

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the end of the Tenancy.

9.11. To allow the Landlord or Agent to disclose the Tenant's relevant details to a utility supplier comparison service for the purpose of changing utility providers

9.12. To provide a forwarding address to the supplier of the water and sewage service at the end of the Tenancy in order that any outstanding invoices may be settled. The Tenant agrees that should he not do so (and the Landlord is unaware of the Tenant's forwarding address) then the Tenant will remain liable for any cost incurred by the Landlord because the Tenant failed to notify the supplier accordingly.

9.13. Energy Supplier

Disclosure of Tenant's details to OVO Energy, also trading as SSE.

9.13.1 At the start of the lease gas and electricity will be provided, or will be in the process of being provided by OVO Gas Ltd, OVO(S) Gas Ltd and OVO Electricity Ltd ("OVO Energy") also trading as SSE. However, this will not prevent the Tenant from changing to a different energy provider if desired.

9.13.2 The Tenant agrees that the letting agent may pass the Tenant's name and contact details to OVO Energy (also trading as SSE) for the purposes of:

- (a) registering the gas and electricity meters at the property in the Tenant's name with OVO Energy, providing gas and electricity to the Tenant and administering the Tenant's account with OVO Energy;
- (b) registering the Tenant with the relevant local authority for the payment of council tax; and
- (c) registering the Tenant with the incumbent water supplier to the property. The water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

9.13.3 OVO Energy will use the Tenant's name and contact details to fulfil the Tenant's contract with OVO Energy and only for the purposes set out above. OVO Energy will comply with its obligations as a data controller in the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any other data protection legislation which is enacted in the UK and will handle Tenant's data in the manner set out in OVO Energy's standard terms and conditions and/or privacy policy. OVO Energy will not share the Tenant's details with any third party other than the relevant local authority and incumbent water supplier, and will hold the Tenant's details for the duration of the contract. From 25 May 2018, the Tenant is reminded of their rights under the General Data Protection Regulation to access, rectification, erasure, restriction of processing, and portability of their data. If the Tenant is dissatisfied with the manner in which OVO Energy handles their details they may lodge a complaint with the Information Commissioner's Office. If the Tenant has any questions regarding the details or use of the Tenant's data held by OVO Energy, the Tenant may contact OVO Energy at 1 Rivergate, Temple Quay, Bristol BS1 6ED or hello@ovoenergy.com.

10. Animals and Pets

10.1. Not to keep any animals or birds or reptiles (whether domestic or otherwise) in or on the Property without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld but may be withdrawn upon giving reasonable notice.

11. Leaving the Property Empty

11.1. To notify the Landlord or the Agent before leaving the Property vacant for any continuous period of more than 21 consecutive days during the Tenancy.

11.2. To comply with any conditions set out in the Landlord's insurance policy for empty Property, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under clause 11.1 of Schedule 1 of this Agreement.

11.3. If you do leave the premises empty for any period of seven days or more, when you return you must run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Property has been vacant and to clean all shower heads every three months to reduce the risk from Legionella bacteria building up in static water.

12. Locks and Alarms

12.1. To fasten all locks and bolts on the doors and windows when the Property is empty and at night.

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12.2. To set the burglar alarm (if applicable) when the Property is vacant.

12.3. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.

12.4. Not to install or change any locks in the Property without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld, except in an emergency. In such case the Tenant agrees to provide the Landlord or his Agents with one full set of keys to the new locks as soon as reasonably possible.

12.5. Not to have any further keys cut for the locks to the Property without the written consent of the Landlord or Agent (which shall not be unreasonably withheld) and in such case to notify the Landlord or the Agent of the number of additional keys cut.

13. Garden (if any)

13.1. To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.

13.2. To keep the window boxes borders, paths, and patios, if any, in good order and weeded.

13.3. To cut the grass regularly during the growing season.

13.4. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the written consent of the Landlord or the Agent which will not be unreasonably withheld.

13.5. Not to alter the layout of the garden nor remove any garden furniture or ornaments

13.6. To provide water for plants, trees, shrubs and grassed area unless this is prohibited by the water provider. The Tenant shall not be liable for any plant dying, provided that it has been regularly watered according to its type.

13.7. To allow any person authorised by the Landlord or the Agent if applicable access to the Property for the purpose of attending to the garden by prior mutually agreed appointment (which shall not be unreasonably withheld).

14. House Plants

14.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Property, if the houseplant dies.

15. Cars and Parking

15.1. To park in the car parking space, garage or driveway allocated to the Property, if applicable.

15.2. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.

15.3. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.

15.4. Not to park any vehicle at the Property that is not in road worthy condition and fully taxed.

16. Refuse

16.1. To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy.

16.2. To place all refuse in the dustbin or receptacle made available.

16.3. To dispose of all refuse through the services provided by the local authority and comply with any local authority regulations or byelaws.

17. Notices

17.1. To forward any notice order or proposal affecting the Property or its boundaries to the Landlord or

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



his Agent promptly upon it coming to the attention of the Tenant and in particular any notices or orders under the Party Walls Act 1996

17.2. To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Agent promptly.

18. Inventory and Checkout

18.1. To agree that the check-in report of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Property and will be used to assess all damage for check-out purposes at the end of the Tenancy, if a signed copy with any amendments or alterations is not returned to the Landlord or the Agent within seven days of its receipt by the Tenant

18.2. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.

19. Head Lease (if any)

19.1. To comply with the obligations of the Head Lease as far as these relate to the occupier of the Property, provided a copy of the obligations is attached to or included within (in Schedule 5) this Agreement and to reimburse the Landlord for any costs caused by any breach of such obligations.

20. Energy Performance Certificates

20.1. To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

21. End of the Tenancy

21.1. To clean to a good standard, or pay for the professional cleaning of the Property and Fixtures and Fittings at the end of the Tenancy, to the same standard to which the Property and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the check in report of the Inventory and Schedule of Condition.

21.2. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 9 of Schedule 1 and to the local authority.

21.3. To provide any alarm codes and return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).

21.4. To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

21.5. To pay for the cost of replacement locks and keys if any keys have been lost or not returned at the end of the Tenancy.

21.6. To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.

21.7. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Property at the end of the Tenancy.

21.8. To vacate the Property within normal office hours or at a time agreed with the Landlord or the Agent.

21.9. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy.

21.10. To pay all reasonable removal and/or storage charges when small items are left in the Property which can be easily moved and stored by the Landlord for a maximum of fourteen days.

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Landlord(s)



Tenant(s)



21.11. Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within fourteen days of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

21.12. To pay an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Property is left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

22. Periodic Tenancy

22.1 If the Landlord agrees to allow the Tenancy to become periodic and the Tenant accepts the offer then should the Tenancy become periodic at the end of this fixed term of this Agreement then the Tenant acknowledges that he must give the Landlord not less than one month's written notice which must also expire on the last day of a period of the continuation tenancy

23. Confirmation of Landlord

23.1. The tenant hereby acknowledges the following;

- that the landlord is Mrs Stern & Mr Stern
- that the landlord's name and address is set out on page 2 of this agreement;
- that Connells Residential Lettings are acting merely as agent for the landlord.

24. Immigration Act 2014 – Right to Rent

24.1. The tenant hereby confirms to the Landlord that any person named as tenant or permitted occupier in this Agreement have a current Right to Reside/Rent in the UK under the rules of the Immigration Act 2014, and will immediately advise the Landlord or Agent in writing when any Tenant's Time-Limited Right to Reside has expired, or has not been renewed or withdrawn by the Home Office.

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



Schedule 2

Conditions to be Kept by the Landlord

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in the Tenancy Agreement. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

1. Quiet Enjoyment

- 1.1 To allow the Tenant to quietly hold and enjoy the Property during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

2. Consents

- 2.1 The Landlord confirms that he is the sole owner of the Property and to confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from a Superior Landlord, lender, mortgagee, insurer, or others).

3. Statutory Repairing Obligations

- 3.1 To comply with the obligations to repair the Property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:
- 3.1.1. the structure of the Property and exterior (including drains, gutters and pipes);
 - 3.1.2. certain installations for the supply of water, electricity and gas;
 - 3.1.3. sanitary appliances including basins, sinks, baths and sanitary conveniences;
 - 3.1.4. space heating and water heating;
- but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 4.3 of Schedule 1 of this Agreement.

- 3.2 To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 3.1 of Schedule 2 above.

4. Insurance

- 4.1 To insure the Property and the Fixtures and Fittings under a general household policy with a reputable insurer.
- 4.2 To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

5. Other Repairs

- 5.1 To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.
- 5.2 To provide and maintain the Fixtures and Fittings in good repair and replace any of the items that may become defective due to fair wear and tear during the Tenancy except if the damage has been caused by the Tenant, his family or any visitors, insofar as the Tenant is liable to keep the Property in repair under Schedule 1 of this agreement
- 5.3 To maintain all gas and electrical appliances and central heating system (if any) and make good or replace any parts which become defective due to fair wear and tear (except for light bulbs and electrical fuses) and not caused by any negligence on the part of the Tenant or the Tenant's visitors and to have all boilers stoves and any other appliance powered by solid fuel gas or oil serviced annually by a qualified contractor

6. Safety Regulations

- 6.1 To confirm that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



- 6.2.** To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.
- 6.3.** To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 6.4.** To ensure that any electrician carrying out electrical work at the Property is a competent person and is a member of an approved scheme.
- 6.5.** To confirm that a certificate in compliance with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 will be given to the Tenant prior to the start of any new Tenancy.
- 7. Smoke and Carbon Monoxide Alarms**
To confirm that the property complies with the Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 and that the landlord has installed a smoke alarm on every floor and carbon monoxide alarm in every room where a fixed combustion appliance is present. The landlord hereby confirms these were checked at the start of the tenancy.
- 8. Energy Performance Certificate**
- 8.1** To make a copy of the current Energy Performance Certificate available to the Tenant before the commencement of the tenancy
- 9. Head Lease (if any)**
- 9.1.** To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease.
- 9.2.** To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 9.3.** To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
- 9.4.** To pay all charges imposed by any Superior Landlord for granting this Tenancy.
- 10. Other Taxes**
- 10.1** To pay all taxes service charges and other outgoings payable in respect of the Property during the tenancy except for Council Tax or other charges agreed to be paid by the Tenant
- 11. Inventory and Check Out**
- 11.1** To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
- 11.2** To pay for the cost of checking the Inventory and Schedule of Condition at the termination of the Tenancy
- 12. Possessions and Refuse**
- 12.1** To remove or pay for the removal of all rubbish and items which are not to be left by the Landlord for the Tenant's use during the Tenancy

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



Schedule 3

General Conditions

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

It is agreed between the Landlord and Tenant as follows:

1. Forfeiture Clause, Ending the Tenancy and Re-entry

1.1. If at any time:

1.1.1. the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or

1.1.2. if any agreement or obligation of the Tenant is not complied with; or

1.1.3. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 7a, 7b, 8, 10, 11, 12, 13, 14, 14za 15 or 17 are made out (see Definitions);
the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Property by complying with his statutory obligations; obtaining a court order; and re-entering the Property with the County Court Bailiff. When the Bailiff enforces a possession order the right for the Tenant to remain in the Property will end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement

if any agreement or obligation of the Tenant is not complied with;

2. Early Termination

2.1. If the Tenant vacates the Property during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent, council tax, utilities and any other monies payable under this Agreement until the Term expires.

3. Interruptions to the Tenancy

3.1. If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Property is reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant. In such case either party may immediately terminate this Agreement by giving written notice to the other party and any rent already paid by the Tenant in respect of any unexpired period of the Tenancy shall be repaid to the Tenant by the Landlord.

4. Personal Information

4.1 The personal information of both the Landlord and the Tenant will be retained by the Agent; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, the Tenancy Deposit Scheme and any other Deposit Protection Scheme in the event of a dispute or any other interested third party upon formal request.

5. Repossession of Mortgaged Properties (if applicable)

5.1 Owner Occupier: Ground 1

The Landlord gives notice to the Tenant that possession of the Property may be sought under Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

At some time before the beginning of the Tenancy the Landlord, or in the case of joint Landlord at least one of them, occupied the Property as his only or principal home; or, the Landlord, or in the

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case of joint Landlords at least one of them, requires the Property as his or his spouse's only or principal home.

Mortgagee: Ground 2

The Landlord gives notice to the Tenant that possession of the Property may be sought under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

The Property is subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Property for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground 1 above or a Court is satisfied that it is just and equitable to do so.

For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

OR

The Property is subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Property for the purpose of disposing of it in exercise of that power.

For the purposes of this clause "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

6 Notices

- 6.1** The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in this Agreement under 'The Particulars - Service of Notice Address for the Landlord' any notice or other communication which is delivered or posted to the Property.
- 6.2** The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 4.30pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the posting; the documents or Notices will be deemed delivered two working days later.
- 6.3** The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the posting; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in the Service Of Notice Address for the Landlord clause will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in the Service Of Notice Address for the Landlord clause or the last known address of the Landlord if different; and reasonable evidence is kept of the posting; the documents or Notices will be deemed delivered two working days later.
- 6.4** The tenant thereby agrees to receive and accept copies of Gas Safety Records, EPCs, Prescribed Information Notices, the Government 'How to Rent' booklet, Deposit Scheme leaflets and Deposit Protection Certificates by email.

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



Schedule 4

Dealing with a claim under the Deposit Guarantee or from the Cash Deposit

The following clauses set out:

- **the circumstances under which the Landlord or Agent can claim against the Tenant**
- **what the Landlord or Agent will do with the Cash Deposit monies paid by the Tenant under clause 4 of the Main Terms of the Tenancy;**
- **what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Cash Deposit;**
- **the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Cash Deposit at the conclusion of the Tenancy; and**
- **the circumstances in which other monies may be requested from the Tenant.**

1. Deposit

1.1 The Deposit is held by the Agent as Stakeholder in a nominated Client account. Any interest earned on the Deposit shall be retained by the Agent

1.2 After the Tenancy the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 1.5 of Schedule 4 of this Agreement. If more than one such deduction is to be made by the Agent, monies will be deducted from the Deposit in the order listed in clause 1.5 of Schedule 4 of the Agreement.

1.3 After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit to the Tenant (but subject to Clause 4 of the Main Tenancy Terms), except in case of dispute subject to any deductions made under the Agreement, as soon as administratively possible after the end of the Tenancy or any extension of it. The deposit (or appropriate balance) will be returned to the tenant by cheque, or bank draft or direct electronic bank transfer and where the tenant comprises more than one person, the deposit (or appropriate balance) will be returned to the first person named as 'Tenant' on the tenancy agreement, unless all the joint tenants give us written instructions to the contrary.

1.4 If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within fourteen days of the Tenant receiving that request in writing.

1.5 The Agent with the consent of the Landlord and the Tenant may deduct monies from the Deposit (as set out in clause 4 of The Main Terms of the Tenancy) to compensate the Landlord or Agent for losses caused for any or all of the following reasons:

- any damage to or cleaning of the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
- any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence as set out in this Agreement in Schedule 2);
- any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent, by the local authority;
- any other breach by the Tenant of the terms of this Agreement;
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Property;
- any unpaid council tax;
- any unpaid telephone charges;
- in respect of a Judgement set out in a Court Order where arrears or damages are awarded to the Landlord

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Landlord(s)



Tenant(s)



- 1.6** The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.
- 1.7** The Parties acknowledge that if the Landlord does not subscribe to his Agent's management service and a dispute arises over the return of the deposit then the Landlord's Agent will not become involved in attempting to resolve any such dispute but that the Tenant may submit the case to the Tenancy Deposit Scheme for adjudication by the Director of Dispute Resolution where rules of the Tenancy Deposit Scheme allow

Protection of the Deposit

- 1.8** The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:
- | | |
|-------------------------|---|
| The Dispute Service Ltd | Tel: 0300 037 1000 |
| West Wing, First Floor | Email deposits@tenancydepositscheme.com |
| The Maylands Building | |
| 200 Maylands Avenue | |
| Hemel Hempstead | |
| HP2 7TG | |

At the end of the Tenancy

- 1.9** As soon as is practicable at the end of the tenancy, the Landlord or the Agent should inform the tenant whether any deductions are proposed.
- 1.10** If there is no dispute, the deposit will be allocated according to the deductions agreed. If agreement cannot be reached, only the Tenant can refer the matter to the Tenancy Deposit Scheme for adjudication. All parties agree to co-operate with the adjudication.
- 1.11** The time limit for sending a dispute to the Tenancy Deposit Scheme for adjudication will be 3 months from the end of the tenancy in all cases. If no claim for adjudication has been submitted within 3 months after the end of the tenancy, the parties will need to negotiate a settlement or use some other means of resolving their dispute or refer the matter to Court.
- 1.12** The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 1.9 to 1.11 of Schedule 4 above

Joint tenant consent to adjudication

- 1.13** 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.

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



Schedule 5

Special Clauses (if any)

1. Break Clause

Notwithstanding the fixed term stated in Clause 1 of the Main Terms of the Tenancy, the Parties hereby agree that this Agreement may be terminated by either the tenant giving to the landlord at least two months' notice in writing, or the landlord giving to the tenant at least two months' notice in writing, subject to any prevailing regulations or legislation, such notice not to expire until after six months of the start date of the Term. At the end of such notice the Tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either Party against the other in respect of any breach of any of the terms and conditions of the Agreement

Should the Tenancy be terminated on a date which is not the last day of a rental period then the Tenant's obligation to pay rent shall cease on the termination date and the rent payment will be apportioned accordingly

2. Inspection

During the term of the tenancy the property must be inspected quarterly by the licencing team.

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)





Tenant(s)



Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

SIGNED BY LANDLORD 1:	
Signature: 	Print name: Janet Stern
SIGNED BY LANDLORD 2:	
Signature: 	Print name: Joseph Stern
SIGNED BY LANDLORD 3:	
Signature:	Print name:
SIGNED BY LANDLORD 4:	
Signature:	Print name:
SIGNED BY TENANT 1:	
Signature:	Print name:
SIGNED BY TENANT 2:	
Signature:	Print name:
SIGNED BY TENANT 3:	
Signature:	Print name:
SIGNED BY TENANT 4:	
Signature:	Print name:
SIGNED BY TENANT 5:	
Signature:	Print name:

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



Prescribed Information for Assured Shorthold Tenancies Tenancy Deposit Scheme

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 within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

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

The Dispute Service Ltd
P O Box 1255
The West Wing, First Floor
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG

Tel: 0300 037 1000
Web: www.tenancydepositscheme.com
E-mail: deposits@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

DETAILS OF DEPOSIT	
THE DEPOSIT	The amount of the deposit paid is £1,500 (One Thousand Five Hundred Pounds)
Address of the property to which the tenancy relates	Apartment 27, Waterway House 20 Belgrave Middleway, BIRMINGHAM, West Midlands, B5 7FE, England
NAME OF LETTING AGENT	Connells Residential Lettings
Deposit Holder	Connells, Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire LU7 1GN Telephone No: 01525 218500
DETAILS OF THE LANDLORD(S)	

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Tenant(s)



Name(s):	Mrs Stern & Mr Stern
Address:	Connells, 145 Great Charles Street, Queensway, Birmingham, B3 3LP

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



DETAILS OF THE TENANT(S)		
Name(s):		Satish Maari and Vijetha Merugu
TENANT 1	CURRENT DETAILS	CONTACT DETAILS TO BE USED AT THE END OF THE TENANCY (e.g. parents, relative, etc.)
Name:	Mr Satish Maari	Mr Satish Maari
Address:	41 Church End Lane, Tilehurst, READING, Berkshire, RG30 4UP, England	info requested but not provided
Email:	satishmaari@gmail.com	satishmaari@gmail.com
Tel number(s):	07435423742	07435423742
TENANT 2	CURRENT DETAILS	CONTACT DETAILS TO BE USED AT THE END OF THE TENANCY (e.g. parents, relative, etc.)
Name:	Miss Vijetha Merugu	Miss Vijetha Merugu
Address:	41 Church End Lane, Tilehurst, READING, Berkshire, RG30 4UP, England	info requested but not provided
Email:	vijethamerugu@yahoo.com	vijethamerugu@yahoo.com
Tel number(s):	info requested but not provided	info requested but not provided
TENANT 3	CURRENT DETAILS	CONTACT DETAILS TO BE USED AT THE END OF THE TENANCY (e.g. parents, relative, etc.)
Name:		
Address:		info requested but not provided
Email:		
Tel number(s):		
TENANT 4	CURRENT DETAILS	CONTACT DETAILS TO BE USED AT THE END OF THE TENANCY (e.g. parents, relative, etc.)
Name:		
Address:		info requested but not provided
Email:		
Tel number(s):		
TENANT 5	CURRENT DETAILS	CONTACT DETAILS TO BE USED AT THE END OF THE TENANCY (e.g. parents, relative, etc.)
Name:		
Address:		
Email:		

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



Tel number(s):		
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Please indicate below to confirm that you understand and agree with this page:

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Tenant(s)



RELEVANT PERSON / DEPOSIT PROVIDER (i.e. anyone who has arranged to pay the deposit on the tenant's behalf e.g. local authority, employer, parent, guarantor, insurer, etc.):			
DEPOSIT PROVIDER No 1 DETAILS		DEPOSIT PROVIDER No 2 DETAILS	
Name:		Name:	
Address:		Address:	
Email:		Email:	
Tel number(s):		Tel number(s):	
DEPOSIT PROVIDER No 3 DETAILS		DEPOSIT PROVIDER No 4 DETAILS	
Name:		Name:	
Address:		Address:	
Email:		Email:	
Tel number(s):		Tel number(s):	

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in Schedule 4 of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by the Tenancy Deposit Scheme or by the court.

CONFIRMATION

The landlord certifies and confirms that:

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

Signed by all persons named as Landlord:

Signed: Janet Stern	Name: Janet Stern	Date: 21 Jul 2023 (UTC)
Signed: Joseph Stern	Name: Joseph Stern	Date: 21 Jul 2023 (UTC)
Signed:	Name:	Date:
Signed:	Name:	Date:

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)

Tenant(s)



The tenant confirms that:

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

Signed by all persons named as Tenant:

Signed:	Date:
Signed:	Date:
Signed:	Date:
Signed:	Date:
Signed:	Date:

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

Please indicate below to confirm that you understand and agree with this page:

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What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants

TDS Scheme Leaflet, 8th Edition, Revised April 2015
Revised 2017 © TDS

This is a printer-friendly version of the leaflet on our website.



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Landlord(s)



Tenant(s)



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Tenant(s)



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What is TDS?

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

- TDS has two main roles:
- To protect deposits,
 - To help resolve disputes about deposits.

What is tenancy deposit protection?

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

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

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



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

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

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)☒

Tenant(s)☒

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Tenant(s)



What does tenancy deposit protection mean?

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

Tenancy deposit protection schemes can be one of two kinds:



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



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

Each tenancy deposit scheme has its own rules setting out in detail how it operates. The TDS Rules are available from the TDS website and on request.

05

What are the legal requirements?

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



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

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

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

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

The prescribed information includes:

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

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

- Tenants must be given the opportunity to:
- check any document the landlord provides containing prescribed information; and
- sign it to confirm the information is accurate.

06

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

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)

Tenant(s)



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What if the landlord or agent does not comply?

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

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

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

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

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

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



07

Is my deposit protected?

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

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

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

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

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



08

**Important scheme only:
There is a separate
panel for TDS
Customers.**

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Tenant(s)



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Tenant(s)



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

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

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

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

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

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

09

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

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

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

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

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

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

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

010



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Landlord(s)



Tenant(s)



How are disputes resolved?¹

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

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

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

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

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

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

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

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

11

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

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

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

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

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

12

Important notice only:
This is a separate
sheet for TDS
Consider.

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Tenant(s)



Is adjudication better than going to court?

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

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

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

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

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

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



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What can TDS deal with?

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

TDS can only deal with disputes about the deposit itself, and cannot make awards that are for more than the disputed deposit. If a larger amount is disputed, you may need to go to court.

TDS cannot deal with counterclaims by tenants – such as a claim for disrepair. If you are a tenant and you wish to bring a counterclaim against your landlord, you will need to go to court.

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

How much does it cost?

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

Who can join the Tenancy Deposit Scheme?

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

14

Important scheme only:
There is a separate
link for TDS
Customers

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Landlord(s)



Tenant(s)



Our guarantee of impartiality

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

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

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

TDS publishes breakdowns of awards in its Annual Reports. These give an overview of how awards are split between tenants, landlords and agents. You can see the adjudicators' decision-making guidelines and some example case studies at www.tenancydepositscheme.com



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Data protection

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

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



16

Personal address only
This is a separate
letter to TDS
Custodian

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)





10

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Tenant(s)



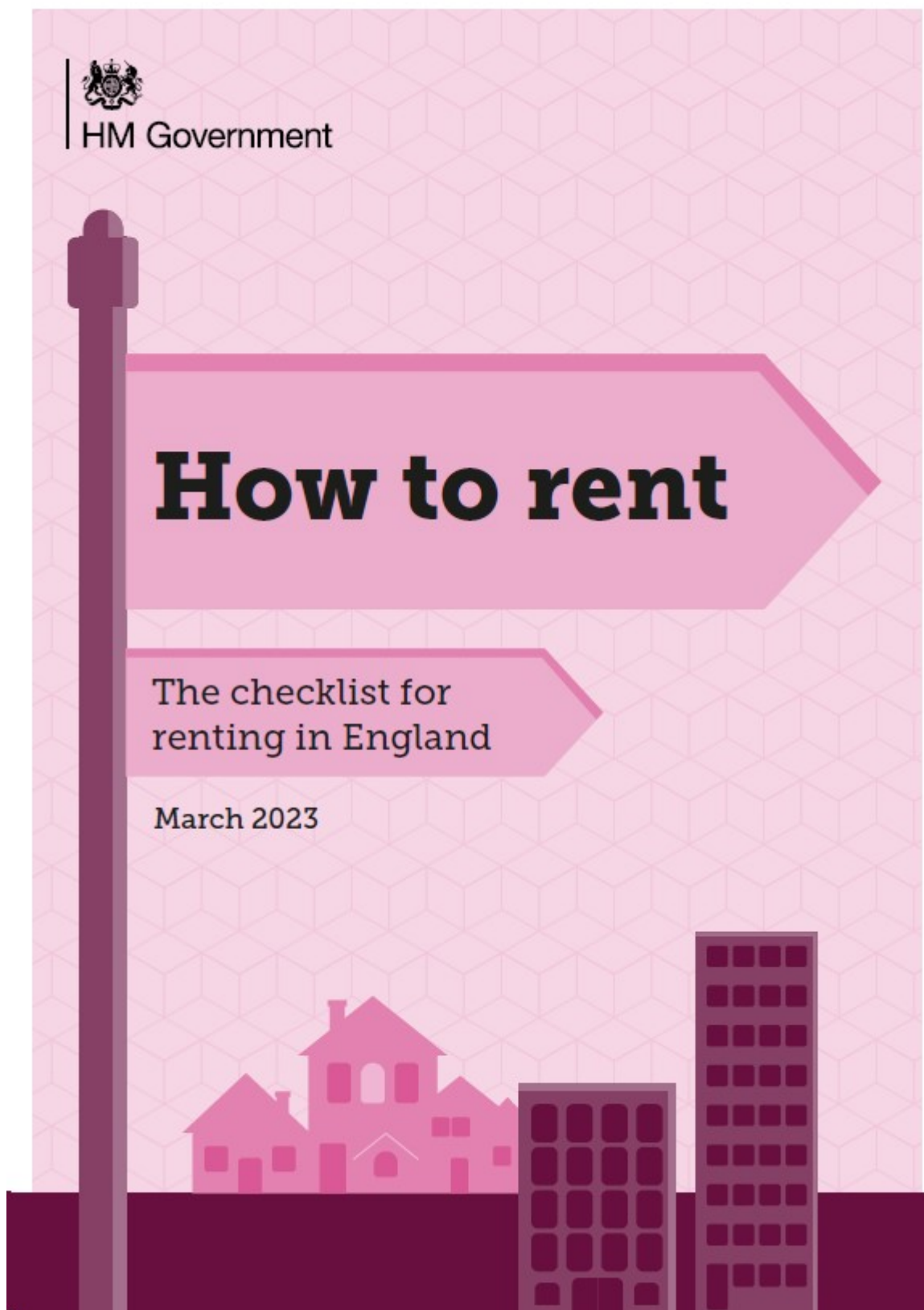
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Tenant(s)



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If you have downloaded a copy of this guidance, please check you have the most up-to-date version by following this link:

[GOV.UK/government/publications/how-to-rent](https://gov.uk/government/publications/how-to-rent)

The landlord or the letting agent should give the current version of this guide to the tenant when a new assured shorthold tenancy starts. There is no requirement for them to provide the document again if the assured shorthold tenancy is renewed unless the document has been updated.

Who is this guide for?

This guide is for people who are renting a home privately under an assured shorthold tenancy, either direct from a landlord or through a letting agency. Most of it will also apply if you are in a shared property but in certain cases, your rights and responsibilities will vary.

The guide does not cover lodgers (people who live with their landlord) or people with licences (such as many property guardians – see this [specific guidance on property guardians](#)), nor tenants where the property is not their main or only home.



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Tenant(s)



1. Before you start

Key questions

- **Is the landlord or letting agent trying to charge any fees for holding the property, viewing the property or setting up a tenancy agreement?** Since 1 June 2019, most fees charged in connection with a tenancy are banned. A charge to reserve a property is permitted but it must be refundable and it cannot equate to more than one week's rent. Viewing fees and tenancy set-up fees are not allowed. See the ['Permitted fees'](#) section below for more details.
- **How much is the deposit?** Since 1 June 2019, there has been a cap on the deposit that the tenant is required to pay at the start of the tenancy. If the total annual rent is less than £50,000, the maximum deposit is five weeks' rent. If the annual rent is £50,000 or above, the maximum deposit is six weeks' rent. The deposit must be refundable at the end of the tenancy, usually subject to the rent being paid and the property remaining in good condition, and it must be 'protected' during the tenancy. See the ['Deposit protection'](#) section below.
- **How long do you want the tenancy for?** The landlord must allow you to stay in the property for a minimum of six months. Most landlords offer tenancies for a fixed term of six or 12 months. However, it is possible to negotiate a longer tenancy, or you could agree to a tenancy which rolls over on a weekly or monthly basis. These tenancies have no fixed end date after the minimum of six months.
- **What can you afford?** Think about [how much rent you can afford to pay](#). 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- **Are you entitled to Housing Benefit or Universal Credit?** If so, you may get help with all or part of your rent. If you are renting from a private landlord, you may receive up to the Local Housing Allowance rate to help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this [guidance on managing rent payments on Universal Credit](#).
- **Which area would you like to live in and how are you going to look for a rented home?** The larger the area you are prepared to look in, the better the chance of finding the right home for you.
- **Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- **Do you have the right to rent in the UK?** Landlords in England must check that all people aged 18 or over have the right to rent before the start date of the tenancy agreement. There are three types of right to rent checks: a manual document-based check, a check using Identity Verification Technology via the services of an identity service provider, or a check via the Home Office online checking service. Your landlord can't insist which option you choose but not everyone can use the online service. [Further information on how to prove your right to rent to a landlord](#) can be found on GOV.UK.
- **Will you need a rent guarantee?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, you can ask [Shelter](#) for advice.
- **Do you need to make changes to the property?** If you are disabled or have a long-term condition and think you may need to make changes to the property to allow you to live independently, discuss these with your landlord or agent.

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



Ways to rent a property

Direct from the landlord

Look for landlords who belong to an [accreditation scheme](#). Accreditation schemes provide training and support to landlords in fulfilling their legal and ethical responsibilities. Your local council can advise you about accreditation schemes operating in your area.

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

If your landlord lives outside the UK, you may be responsible for paying tax on the rent to HM Revenue and Customs. For advice, call their non-resident landlord scheme helpline on 0300 322 9433.



Through a letting agent

Letting agents must be members of a redress scheme. You should check which [Independent redress scheme](#) the agent is a member of in case you have an unresolved dispute.

If they receive money from you, such as rent payments, you should also check they are a member of a client money protection scheme. See a [list of approved schemes](#). By law, this information should also be clearly visible to you at the agent's premises and on their website.

Reputable agents are often accredited through a professional body such as the [Guild of Property Professionals](#), [Propertymark](#), [Safeagent](#), the [Royal Institution of Chartered Surveyors](#) or the [UK Association of Letting Agents](#).

If your landlord lives outside the UK, the letting agent will be responsible for paying any tax due on the rent to HM Revenue and Customs.



Watch out for scams!

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

Please indicate below to confirm that you understand and agree with this page:

Landlord(s)



Tenant(s)



2. Looking for your new home

Things to check

- **Deposit cap.** Check that the tenancy deposit you're being asked for is not more than five weeks' rent where annual rent is less than £50,000, or six weeks' rent where annual rent is more than £50,000.
- **Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government-approved scheme](#). Some schemes hold the money, and some insure it. You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local council for advice.
- **You may be offered a deposit replacement product as an alternative to a cash deposit.** A landlord or agent cannot require you to use a deposit replacement product but may allow it as an option without breaking the Tenant Fees Act. There are several different deposit replacement products available. Depending on the product, you may need to pay a non-refundable fee up-front (often equivalent to one week's rent) and/or a monthly payment for the duration of your tenancy. With most products, you will still be responsible for the costs of any damages incurred at the end of the tenancy or required to pay an excess on any claim for damages or unpaid rent. It is strongly advised to always check the terms and conditions and to see if it is regulated by the [Financial Conduct Authority](#).
- **Length of tenancy.** There is usually a fixed period of six or 12 months. If you want more security, it may be worth asking whether the landlord is willing to agree to a longer fixed period. Alternatively, you may be offered a weekly or monthly assured shorthold tenancy which does not last for a fixed period. Even with those tenancies, the landlord must allow you to stay for a minimum of six months.
- **Smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- **Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. Usually, the tenant pays for these bills. See [advice on paying bills](#).
- **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- **Smoke alarms and carbon monoxide detectors.** Landlords must make sure there is at least one smoke alarm on every floor used as living accommodation, and carbon monoxide alarms in all rooms that have a fixed combustion appliance and are used as living accommodation.
- **Safety.** Check that the property is safe to live in, and use the [‘How to rent a safe home’](#) guide to help you identify possible hazards.
- **Fitness for human habitation.** Your property must be safe, healthy and free from things that could cause serious harm. If not, you can take your landlord to court. For more information, see the [Homes \(Fitness for Human Habitation\) Act 2018 guide for tenants](#). You should also check whether your tenancy agreement excuses you from paying rent if the building becomes unfit to live in due to, for example, a fire or flood.
- **Flood risk.** Your area may be at risk of flooding. [Check the long-term flood risk](#) to find out.

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Tenant(s)



Check who your landlord is

Make sure you have the name of your landlord and an address in England or Wales where you can serve them notices in writing. Landlords are obliged to provide you with this information and the rent is not 'lawfully due' until they do so.

If the property is a flat, ask whether the landlord is the owner or leaseholder of the flat, and ask whether the freeholder – for example, the owner of the block – has agreed to the flat being let out. If the landlord has a mortgage, ask whether the mortgage company has agreed to the letting. The landlord may not need the freeholder's consent but if there is a mortgage, the lender's consent will always be needed. Be aware that you may have to leave the property if the landlord does not keep up the mortgage payments.

If the property is a house, ask whether the landlord is the owner, whether the landlord has a mortgage and whether the mortgage company has agreed to the letting. You may have to leave the property if the landlord does not keep up the mortgage payments.

If the landlord is not the property owner and they claim to be a tenant, a family member or a friend, be very cautious as it could be an unlawful sub-letting.

Permitted fees

The government's [guidance on the Tenant Fees Act](#) contains information about the fees that letting agents and landlords are prohibited to charge tenants, as well as the fees that are permitted.

Permitted fees are as follows:

- ☐ rent
- ☐ a refundable tenancy deposit capped at no more than five weeks' rent where the total annual rent is less than £50,000, or six weeks' rent where the total annual rent is £50,000 or above
- ☐ a refundable holding deposit (to reserve a property) capped at no more than one week's rent
- ☐ payments associated with early termination of the tenancy, when requested by the tenant
- ☐ payments capped at £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation of a tenancy
- ☐ payments for utilities, communication services, TV licence and council tax
- ☐ a default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement

All other fees, including the following, are banned:

- ☐ viewing fees – any charge for viewing the property
- ☐ tenancy set-up fees – any charge for setting up the tenancy or contracts
- ☐ check out fees – any charge for leaving the property
- ☐ third party fees – any charge for actions done by someone other than the landlord or tenant but that the landlord must pay for

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Tenant(s)



Licensing requirements

Houses in multiple occupation

Houses in multiple occupation are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some houses in multiple occupation must be licensed. Check that your landlord has the correct licence. There are extra requirements for landlords of houses in multiple occupation whether they need a licence or not. Go to [GOV.UK/private-renting/houses-in-multiple-occupation](https://gov.uk/private-renting/houses-in-multiple-occupation) for more information.

Selective licensing

Some single-family dwellings may also need to be licensed. Check with your local council whether the house is within a selective licensing scheme area. Selective licensing requires all landlords of privately rented housing in a designated area to obtain a licence for each individual property. It gives the local council powers to inspect properties and enforce standards to address specific property issues.



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Landlord(s)



Tenant(s)



3. When you've found a place

Check the paperwork

- **Tenancy agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities before you sign it. The landlord or agent usually provides one, but you can ask them to consider using a different version. Instead, the government has published a [model tenancy agreement](#) which can be downloaded for free. If you have any concerns about the agreement, [seek advice before you sign](#). If you are unhappy with the tenancy agreement, the Tenant Fees Act allows tenants to walk away from unfair terms without forfeiting the holding deposit.
- **Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you take photos. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. From 1 June 2019, landlords or letting agents cannot charge certain fees. See the government's [guidance on the Tenant Fees Act](#) for more information.
- **Meter readings.** Remember to take meter readings when you move in. Take a photo showing the meter reading and the date and time, if possible. This will help make sure you don't pay for the previous tenant's bills.
- **Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- **Code of practice.** Ask whether your landlord or agent has signed a code of practice, which may give you additional assurance about their conduct and practices.

Things the landlord must provide you with

- **A copy of the guide,** 'How to rent: the checklist for renting in England', either as a hard copy or, with your agreement, via email as a PDF attachment.
- **A gas safety certificate** before you occupy the property. They must also give you a copy of the new certificate after each annual gas safety check, if there is a gas installation or appliance.
- **Deposit paperwork.** If you have provided a deposit, the landlord must protect it in a government-approved scheme within 30 days and give you prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- **The energy performance certificate,** which contains the energy performance rating of the property you are renting, free of charge at the onset of your tenancy. As of April 2020, all privately rented properties must have an energy performance rating of E or above (unless a valid exemption applies) before being let out. You can also [search online for the energy performance certificate](#) and check its rating.
- **A report that shows the condition of the property's electrical installations.** The landlord also has to give this to the local council if they ask for it. The electrical wiring, sockets, consumer units (fuse boxes) and other fixed electrical parts in rented homes must be inspected and tested every five years, or more often if the inspector thinks necessary. Throughout the whole time a tenant is living at the property, national electrical safety standards must be met.
- **Evidence that smoke and carbon monoxide alarms are in working order at the start of the tenancy.** Tenants should then regularly check they are working.

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Tenant(s)



Check if the property is suitable for your needs if you are disabled

- **Accessibility.** If you are disabled or have a long-term condition, you can request reasonable adjustments from your landlord or agent. This could include changes to the terms of your agreement, or home adaptations and adjustments to common parts of a building to make your home accessible to you. Your landlord or agent should respond in a reasonable timeframe and if they refuse a request, they should explain why they do not consider it reasonable. Your landlord can ask you to pay for the changes you asked for. However, you can check to see if you are eligible and apply for a Disabled Facilities Grant to help with the cost of adaptations. Your landlord can also apply for funding on your behalf.

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Tenant(s)



4. Living in your rented home

Things the tenant must do

- **Pay the rent on time.** If your rent is more than 14 days late, you could be liable for a default fee. This is limited by the Tenant Fees Act to interest on the outstanding amount, capped at 3% above Bank of England base rates. The landlord or agent cannot charge any other fees. For more information, please read the [government's guidance on the Tenant Fees Act](#). Further, you could lose your home because you have breached your tenancy agreement. If you have problems, GOV.UK has links to [further advice on rent arrears](#). Also check out these [practical steps for paying your rent on time](#).
- **Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- **Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- **Be considerate to the neighbours.** Anti-social behaviour may be a reason for your landlord to evict you.
- **Don't take in a lodger** or sub-let without checking whether you need permission from your landlord.

Things the tenant should do

- Make sure you know how to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs to your landlord. Failure to report the need for repairs could be a breach of your tenancy agreement. In extreme circumstances there may be a risk to your deposit if a minor repair turns into a major problem because you did not report it.
- Consider obtaining insurance for your contents and belongings. The landlord will usually have insurance for the property but it will not cover anything that belongs to you. If your area is at [risk of flooding](#), make sure your insurance covers this.
- Consider having smart meters installed. Smart meters can help you keep an eye on your energy bills and make changes to save money. If the energy bills are in your name or you prepay for your energy, you can choose to have smart meters installed, though you should check your tenancy agreement first and let your landlord know. If your tenancy agreement says you need your landlord's permission to alter metering at your property, they should not unreasonably prevent it. Smart Energy GB has independent information about the [benefits of smart meters for tenants](#) and how to ask your supplier for the installation. If your landlord pays the energy bills, you can ask them to have smart meters installed.
- [Register to vote at your new address.](#)

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Landlord(s)



Tenant(s)



Things the landlord must do

- Maintain the structure and exterior of the property.
- Ensure the property is free from serious hazards throughout your tenancy.
- Fit smoke alarms on every floor and carbon monoxide alarms in rooms with fixed combustion appliances such as boilers, and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- Deal with any problems with the water, electricity and gas supply.
- Maintain any appliances and furniture they have supplied.
- Carry out most repairs. If something is not working, report it to your landlord or agent as soon as you can.
- Arrange an annual gas safety check by a Gas Safe engineer (where there are any gas appliances).
- Arrange an electrical safety check by a qualified and competent person every five years (this applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021).
- Consider requests for reasonable adjustments from tenants who have a disability or long-term condition. Reasonable adjustments could include changes to the terms of your tenancy or allowing adaptations or adjustments to your home or common parts of the building. Landlords (or agents) must respond to your request in a reasonable timeframe. If they refuse a request they must explain why. Foundations can offer advice on getting home adaptations.
- Seek your permission to access your home and give at least 24 hours' notice of proposed visits for things like repairs. Those visits should take place at reasonable times – neither the landlord nor the letting agent is entitled to enter your home without your express permission.

- Get a licence for the property if it is a licensable property.
- Ensure the property is at a minimum of energy efficiency band E (unless a valid exemption applies).
- Carry out a Right to Rent check.

Things the landlord should do

- Insure the building to cover the costs of any damage from flood or fire.
- Check regularly to ensure that all products, fixtures and fittings are safe and that there haven't been any product recalls. Help is available at the Royal Society for the Prevention of Accidents, the Chartered Trading Standards Institute and the Child Accident Prevention Trust.
- Ensure blinds are safe by design and they do not have looped cords to prevent accidents. This is especially important in a child's bedroom. More information can be found on the Royal Society for the Prevention of Accidents' website.



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5. At the end of the fixed period

If you want to stay

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

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

If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term. Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.

Your landlord might want to increase your rent

Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by serving you with a [notice proposing a new rent](#).

If your landlord has served you with a notice proposing a new rent, you can make an application to [challenge the proposed rent in the tribunal](#).

The deposit cap introduced by the Tenant Fees Act 2019 means you may be entitled to a partial refund of your tenancy deposit. The government's [guidance on the Tenant Fees Act](#) explains whether this affects you.

If you or the landlord want to end the tenancy

The government has announced that it plans to put an end to 'no fault' section 21 evictions by changing existing legislation. Landlords will still be able to issue you with a section 21 notice until new legislation comes into effect. If you receive a section 21 notice from your landlord, seek advice from [Shelter](#) or [Citizens Advice](#). If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

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

Giving notice

It is a legal requirement for landlords to give you proper notice if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to expire and they must give you the correct period of notice, which varies depending on the type of tenancy and the reason they want you to leave.

If you have been served with a notice that your landlord wants you to leave, you should read it at once. The notice should contain helpful information. Acting on it straight away may, in certain circumstances, allow you to keep your home. If you are unsure how to respond or worried that you will become homeless, you should access advice and support as soon as possible – for example, through contacting [Citizens Advice](#) or [Shelter](#), who can provide free, expert advice on your individual circumstances. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

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Tenant(s)



If you do not leave at the end of the notice period, your landlord will need to apply for a court order to evict you, and must arrange for a warrant of possession to be executed by bailiffs if you remain in your home after the date given in the order. However, if you seek advice and support as early as possible, it is more likely that you will be able to resolve any issues and remain in your home.

For more information about your rights and responsibilities when your landlord wants you to leave your home, see [‘Understanding the possession action process: A guide for private residential tenants in England and Wales’](#).

If you want to end the tenancy

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property. One month's notice is typical, and you must give it in writing. Make sure you keep a copy of the document and a record of when it was sent. Please see the ‘If things go wrong’ section below if you want to leave sooner than the notice period set out in the tenancy agreement.

Rent

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

Bills

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

Clear up

Remove all your possessions, clean the house, dispose of rubbish and take meter readings. Try to leave the property in the same condition that you found it in. Check this against your copy of the inventory and take photos that show how you have left the property.

Dispose of any unwanted furniture via a local collection service.

Return the keys

Return all sets of keys that were provided. If you do not, the landlord may charge you for changing the locks.

Inspection

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

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6. If things go wrong

Most problems can be resolved quickly and easily by talking to your landlord or letting agent.

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

- If you have a complaint about a letting agent's service and they don't resolve your complaint, you can complain to an [Independent redress scheme](#). Letting agents must be members of a government-approved redress scheme.
- If you want to leave the property within the fixed term or more quickly than permitted in the tenancy agreement, you should discuss this with your landlord. If your landlord or letting agent agrees to end the tenancy early, you should make sure that this is clearly set out in writing and that you return all your sets of keys. If you do not, your landlord may make a court claim against you to gain possession of the property.
- You could be charged if you want to end the tenancy early, although this fee must not exceed the loss incurred by the landlord or the reasonable costs to your letting agent if you are renting through them. Unless or until a suitable replacement tenant is found, you will be liable for rent until your fixed-term agreement has ended or, in the case of a statutory periodic tenancy, until the required notice period under your tenancy agreement has expired. The government's [guidance on the Tenant Fees Act](#) contains more information.
- If you are having financial problems or are falling into rent arrears, speak to your landlord as they may be helpful and are likely to be more sympathetic if you talk to them early on. Should you need further help, contact your local council, [Citizens Advice](#) or [Shelter](#) as soon as possible. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice. Also check out these [practical steps for managing your rent payments](#).
- If the property is in an unsafe condition and your landlord won't repair it, contact your [local council](#). They have powers to make landlords deal with serious health and safety hazards. You can also report this to your local Trading Standards office.
- You may be able to take your landlord to court yourself if you think the property is not fit for habitation, under the [Homes \(Fitness for Human Habitation\) Act 2018](#). The court can make the landlord carry out repairs and pay you compensation. You may also be able to take your landlord to court if they do not carry out some repairs. For more information, please see [Shelter's advice](#) on section 11 of the Landlord and Tenant Act 1985.
- If you have a serious complaint about the property and your local council has sent a notice to the landlord telling them to make repairs, [your landlord may not be able to evict you](#) with a section 21 notice (no-fault eviction) for six months after the council's notice. You can still be [evicted with a section 8 notice](#) if you break the terms of your tenancy.
- Failure to comply with a statutory notice is an offence. Depending on the notice, local councils may prosecute or fine the landlord up to £30,000. Local councils have powers to apply for [banning orders](#) which prevent landlords or property agents from managing or letting out property if they are convicted of certain offences. If a landlord or property agent receives a banning order, they will be added to the Database of Rogue Landlords and Property Agents. There is a [specific process for banning order offences](#).

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Tenant(s)



- If a landlord or letting agent charges you a prohibited payment (a banned fee according to the Tenant Fees Act 2019) or unlawfully keeps a holding deposit, they could be liable for a fine of up to £5,000. If there are multiple breaches, they could be liable for a fine of up to £30,000 as an alternative to prosecution. Local councils are responsible for issuing these fines. Landlords or letting agents cannot rely on giving notice under section 21 to obtain a possession order if they have not repaid any unlawful fees or deposits they have charged under the terms of the Tenant Fees Act. Tenants are also able to make an application to the tribunal to recover a prohibited payment, which can order a landlord or agent to repay a payment which has been charged unlawfully. The government's [guidance on the Tenant Fees Act](#) contains more information.
- If your landlord is making unannounced visits or harassing you, contact your local council. If more urgent, dial 999.
- If you are being [forced out illegally](#), contact your local council. [Shelter](#) and [Civil Legal Advice](#) may also be able to help you. If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#). You can only be legally removed from the property if your landlord has a court order for possession and a warrant is executed by court bailiffs.
- If you live with your partner and you separate, you may have the right to carry on living in your home.
- If you are concerned about finding another place to live, contact the housing department of your local council straight away. Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice. The local council should not wait until you are evicted before taking action to help you.

Protection from eviction

Landlords must follow strict procedures if they want you to leave your home. They may be guilty of harassing or illegally evicting you if they do not follow the correct procedures.

Landlords must provide you with the correct notice period and they can only legally remove you from your home by obtaining a court order for possession and arranging for a warrant to be executed by court bailiffs. See '[Understanding the possession action process: A guide for private residential tenants in England and Wales](#)'.

Rent repayment orders

Rent repayment orders require a landlord to repay a specified amount of rent to a tenant and/or a local council, where there has been an illegal eviction or failure to licence a property that requires licensing.

Rent repayment orders also cover breach of a banning order or failure to comply with certain statutory notices. Where a rent repayment order is made, local councils may keep the money if the tenant's rent was paid by state benefits. Where a tenant has paid rent themselves, the money is returned to them. If benefits covered part of the rent, the amount is paid back pro-rata to the local council and the tenant.

[More information on how to apply for a rent repayment order](#) is available on GOV.UK.

If you are reading a print version of this guide and need more information on the links, please contact us on 0303 444 0000 or at 2 Marsham Street, London, SW1P 4DF.

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7. Further sources of information

Read further information about [landlord and tenant rights and responsibilities](#).

Read the government's [guidance on the Tenant Fees Act](#). This includes:

- what the Tenant Fees Act covers
- when it applies and how it will affect you
- helpful questions and answers

Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-backed tenancy deposit scheme.

- ☐ [Deposit Protection Service](#)
- ☐ [MyDeposits](#)
- ☐ [Tenancy Deposit Scheme](#)

Client money protection schemes

Your agent must protect money such as rent payments through membership of a government-approved client [money protection scheme](#).

Letting agent redress schemes

Every letting agent must belong to a government-approved redress scheme. Use the links below to find out which scheme your agent belongs to.

- ☐ [The Property Ombudsman](#)
- ☐ [Property Redress Scheme](#)

Homes (Fitness for Human Habitation) Act 2018

[Guide for tenants](#)

Help and advice

- ☐ [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities
- ☐ [Shelter](#) – housing and homelessness charity who offer advice and support
- ☐ [Crisis](#) – advice and support for people who are homeless or facing homelessness
- ☐ [Your local council](#) – to make a complaint about your landlord or the condition of your property
- ☐ [Redress schemes](#) – to make a complaint about your letting agent
- ☐ [MoneyHelper](#) – free and impartial money advice
- ☐ [The Law Society](#) – to find a lawyer
- ☐ [Gas Safe Register](#) – for help and advice on gas safety issues
- ☐ [Electrical Safety First](#) – for help and advice on electrical safety issues
- ☐ [Foundations](#) – a national organisation that can provide advice and help disabled people apply for funding to make adaptations to their home
- ☐ [Smart Energy GB](#) – for help and advice on installing a smart meter and tips on energy efficiency

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Also in this series

The government's '[How to rent a safe home](#)' guide helps current and prospective tenants ensure that a rented property is safe to live in.

The government's '[How to let](#)' guide provides information for landlords and property agents about their rights and responsibilities when letting out property.

The government's '[How to lease](#)' guide helps current and prospective leaseholders understand their rights and responsibilities.

The government's '[How to buy a home](#)' guide provides information to home buyers.

The government's '[How to sell a home](#)' guide provides information to those looking to sell their home.

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Tenants’ Confirmation of receipt of documents

Tenancy relating to Apartment 27, Waterway House 20 Belgrave Middleway,
BIRMINGHAM, West Midlands, B5 7FE, England
Please indicate below to confirm that you understand and agree with this page:

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Tenancy Start date 22 July 2023

We Satish Maari and Vijetha Merugu the tenants of the above property hereby confirm we have received the following:

- Gas Safety Record (where applicable)
- Electrical Installation Condition Report (EICR)/ Electrical Installation Certificate (EIC)
- Energy Performance Certificate for the property (listed buildings exempt)
- DCLG "How to rent" Document
- TDS Deposit Protection Prescribed Information
- TDS "What is the Tenancy Deposit Scheme?" document

Smoke and Carbon Monoxide Alarms

We note that these alarms have been checked at the start of the tenancy, and acknowledge that we are advised to test these on the day we have moved in so that we can note their locations, and understand how we should check them as per our tenancy agreement obligations under Schedule 1, clause 4.7. Should these be found to be faulty please advise your landlord/agent immediately.

Mr Satish Maari	
Signature	
Date	

Miss Vijetha Merugu	
Signature	
Date	

Signature	
Date	

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Tenant(s)



Signature	
Date	

Signature	
Date	

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