

## AGREEMENT FOR CREATION OF AN ASSURED SHORTHOLD TENANCY

<b>CORE TERMS</b>	
<b>FOR OFFICIAL USE ONLY</b>	
<b>EXECUTED BY AND ON</b>	
<b>LANDLORD</b>	
<b>OF</b>	
<b>LEAD TENANT</b>	
<b>OF</b>	
<b>TENANT</b>	
<b>OF</b>	
<b>OCCUPIER</b>	
<b>OCCUPIER</b>	
<b>LANDLORD'S AGENT</b>	Chancellors Residential Lettings
<b>OF</b>	
<b>PROPERTY</b>	The Property known as _____ [Including parking/outside area] and as described in Schedules 1-5
<b>CONTENTS</b>	The furniture furnishings and equipment and other goods in the Property listed in the Inventory and Schedule of Condition and any items subsequently replaced.
<b>TENANCY PERIOD</b>	Starting on _____ Ending on _____
<b>RENT</b>	£ ( _____ Pounds Only) due to the Landlords Agent on the signing of this agreement followed by £ ( _____ Pounds Only) per month due to the Landlord's Agent three days before the Rent Day below giving a total figure for the Tenancy Period of £ ( _____ Pounds Only).
<b>RENT DAYS</b>	The _____ day of each month
<b>DEPOSIT</b>	The deposit of £ ( _____ Pounds Only) is paid by the Tenant to the Landlord's Agent. The deposit is held by the Landlord's Agent as Stakeholder. The Landlord's Agent is a member of the Tenancy Deposit Scheme. The Deposit will be protected under the terms of the Tenancy Deposit Scheme.

The Landlord lets the Property and the Contents to the Tenant at the Rent for the Tenancy Period on the Standard Letting Terms set out in this Tenancy Agreement as varied or supplemented by any Special Letting Terms, or Pre Tenancy Conditions.

This is an Assured Shorthold Tenancy under the Housing Act 1988. The Tenant understands that the Landlord will be entitled to recover possession of the Property when the Tenancy Period ends.

The Landlord's/Agent's name and address to be used by the Tenant for all notices (including those in legal proceedings) to be served on the Landlord is:

Notices Under Tenancy Agreements  
Chancellors Residential Lettings  
One Station Square  
Bracknell  
RG12 1QB

All posted notices must be sent by Recorded Delivery.

Alternatively they may be sent by E-mail to [thamesidepm@chancellors.co.uk](mailto:thamesidepm@chancellors.co.uk).

The Deposit Protection Scheme under which the Deposit will be protected is the:-

**Tenancy Deposit Scheme**

The Dispute Service Ltd  
PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN  
Tel: 0300 037 1000  
Fax: 01442 253193  
Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Web: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

# STANDARD LETTING TERMS

## 1. INTERPRETATION OF THIS AGREEMENT

### In these Letting Terms

- (a) The Landlord includes the persons for the time being entitled to receive the Rent and entitled to vacant possession of the Property at the end of the tenancy.
- (b) The Lead Tenant is the individual Tenant that acts on behalf of all the other Tenants and upon whose authorisation deposit negotiations and repayment will be conducted.
- (c) The Tenant includes any person having title under this Agreement.
- (d) The Guarantor (if applicable) is the person who guarantees to pay the Rent under this Agreement in the event of the Tenant failing to do so and who guarantees to ensure the Tenant complies with his obligations under this Agreement.
- (e) 'Costs and Expenses' includes reasonable costs and expenses of the Landlord's Agent solicitor and other professional advisers.
- (f) All references relating to the Property apply to every part of it and all of the fixtures fittings and decorations.
- (g) When two or more persons are together the Landlord or two or more persons are together the Tenant they are responsible for their obligations both jointly and individually.
- (h) If a word is in the singular it will also include the plural and vice versa and if the masculine gender is used it will also include the feminine gender.
- (i) If the Landlord owns the Property on a lease the Landlord will ensure that (where appropriate) the obligations of the superior Landlord are fulfilled.
- (j) Any consent required from the Landlord may be given by the Landlord's Agent and any notice required to be given by or to the Landlord will be accepted as given or served if given by or to the Landlord's Agent.
- (k) ICE means the Independent Case Examiner of The Dispute Service Ltd.
- (l) Agent means a person who is authorized to act on behalf of another, in this instance the Landlord.
- (m) Member means the Landlords agent who is also a member of the Tenancy Deposit Scheme.
- (n) Stakeholder means that the person holding the tenancy deposit during the tenancy between the parties (landlord and tenant) should obtain the agreement of both sides before making any deductions for damage, cleaning etc.
- (o) The headings are only for convenience and not part of the Letting Terms.
- (p) If any Clause of this Agreement is held invalid or is otherwise unenforceable the remainder of this Agreement shall not thereby be invalidated.
- (q) The laws of England and Wales apply to this Agreement and in the event of a dispute if either the Landlord or the Tenant wants to take Court proceedings they must do so within England and Wales.

## 2. NOTICES

- 2.1 Any Notice required to be served upon the Tenant will be accepted to be properly given if it is left at the Property or if sent by post to the Tenant at the Property or is faxed to the Tenant or e-mailed to the Tenant at the fax number or e-mail address supplied by the Tenant.
- 2.2 The Landlord gives Notice to the Tenant that possession of the Property might be recovered under Ground 1 of Schedule 2 to Housing Act 1988 under which the Court must order possession of the Property where the Landlord has previously occupied the Property as his only or principal home or requires the Property as the only or principal home for himself or his spouse.
- 2.3 The Landlord serves notice to the Tenant that possession of the Property might be recovered under Ground 2 of Schedule 2 of the Housing Act 1988 on the basis that the Property is subject to a mortgage made before this Agreement and the mortgagee becomes entitled to exercise a power of sale and requires possession of the Property for the purpose of selling it with vacant possession under that power.

## 3. LANDLORD'S OBLIGATIONS

### 3.1 *Occupation by Tenant*

The Landlord will give the Tenant exclusive uninterrupted occupation of the Property together with the exclusive use of the Contents together with the right (shared with others) to use any communal entrance hall, stairs, and lifts in the building giving access to the Property (if applicable) but reserving to the Landlord the free and uninterrupted passage of all electricity, communications, signals, gas, water and soil through the wires, cables, pipes, flues and drains, in or through the Property and any right of light or air now enjoyed by the Property over any adjoining Property during the Tenancy Period for so long as the Tenant complies with the Tenant's obligations under this Tenancy Agreement.

### 3.2 Insurance

- (a) The Landlord will arrange for the Property and the Contents (but not the Tenant's possessions) to be insured under comprehensive insurance policies and provide the Tenant with a copy of the current Insurance policy prior to the Tenant signing this Agreement, see Schedules 1-5.
- (b) The Landlord will use all reasonable efforts to arrange for damage caused by an insured risk to be remedied as soon as practicable.
- (c) If any part of the Property is damaged or destroyed by the insured risks and thereby rendered unfit for human habitation during the tenancy and so long as the Landlord's insurance policy has not been invalidated by any act or default of the Tenant the Rent or a fair portion according to the nature and extent of the damage sustained can be suspended until the Property will again be rendered fit for human habitation.

**BUT** (b) and (c) will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do.

- (d) The Landlord will not be obliged to rebuild or reinstate the Property in case of destruction or damage by fire or by tempest flood or other unavoidable accident. In such cases the tenancy will end on the day the Property becomes unfit for occupancy.

Where the superior Landlord is obliged to insure the Property the Landlord will take all reasonable steps to ensure the comprehensive insurance of the Property throughout the tenancy and to provide a copy of the insurance, to the Tenant, prior to entering into this Agreement.

### 3.3 Main Repairs

The Landlord will maintain in good condition:

- (a) the outside of the Property;
- (b) the main structure of the Premises; and
- (c) the installations for the supply of water electricity gas space heating and water heating and sanitation in addition to the maintenance of all mechanical, electrical and gas appliances which form part of the content of the Property.

**BUT** this does not include remedying any damage caused by the Tenant or his invitees or by misuse by the Tenant or his invitees or of which the Landlord has no knowledge or to carry out works for which the Tenant is liable under his duty to use the Property carefully and properly unless the cost is met by insurance under Clause 3.2.

3.4 The Landlord will pay the Rents and other sums payable under the superior lease and will observe all obligations imposed on him by that lease except for those which are the Tenant's obligations under this Tenancy Agreement. A summary of the lease will be provided to the Tenant with this Agreement.

3.5 The Landlord will pay the reasonable costs charges and expenses (including VAT) in connection with the checking of the Inventory at the start and end of the Tenancy Period (however it ends).

3.6 The Landlord will pay the reasonable costs for considering the Tenant's application for this tenancy taking up references and preparing and completing this Agreement and any subsequent Agreement.

3.7 The Landlord agrees to keep the communal areas at the Property properly tended tidy and free of rubbish.

3.8 If the tenancy created results in the Property becoming a House in Multiple Occupation or a Licensable House in Multiple Occupation Act 2004, the Landlord warrants that:-

- (a) he is a fit and proper person as defined by the Housing Act 2004
- (b) the Property will meet the standards for a House in Multiple Occupation as defined by the Housing Act 2004
- (c) the Property has, or will have a valid fixed wiring pass certificate

3.9 The Landlord agrees that all accounts for Gas and Electricity will be transferred to the Tenant(s)' names for the duration of the let and that OVO Gas Ltd and OVO Electricity Ltd (together "OVO Energy") will be set up as the provider of Gas and Electricity at the beginning of each let. However, this will not prevent the Tenant from changing to a different energy provider if desired.

## 4. TENANT'S OBLIGATIONS

### 4.1 *Payment of Rent*

- (a) The Rent is payable in advance on the day of each month specified in this Agreement save that the first payment or proportionate part of it is to be made on the signing of this Agreement for the period to the day on which Rent should next be paid.
- (b) The Tenant will pay by single standing order to the Landlord's bank the Rent to be received by the date due. If any party other than the Tenant pays all or part of the Rent, payments will be accepted as having been made as Agent for and on behalf of the Tenant.
- (c) The Tenant will pay the Rent in full at the times and in the manner specified above whether demanded or not. If the Tenant believes that the Landlord is in breach of his obligations under the Agreement he should promptly contact the Landlord or the Landlord's Agent to enable this breach to be put right.

### 4.2 *Energy Supplier*

#### Disclosure of Tenant Details to Spark

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 and OVO Electricity Ltd ("OVO Energy"). However, this will not prevent the Tenant from changing to a different energy provider if desired.

The Tenant agrees that the letting agent may pass the Tenant's name and contact details to OVO Energy 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.

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](mailto:hello@ovoenergy.com).

### 4.3 *Interest and Costs on late payment and for other methods of payment*

- (a) If the Tenant fails to pay within fourteen days of the date due any amount of Rent or other sum payable to the Landlord under this Tenancy Agreement the Tenant will on demand pay to the Landlord interest on that amount at the rate of three percent above the Bank Of England Base Rate calculated from the date due until actual payment.
- (b) To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.

### 4.4 *Outgoings*

The Tenant will promptly pay:

- (a) The Council Tax or similar tax in respect of the Property or its occupants until such time as the tenancy formally ends to include periods where the tenant is not in occupation where the tenant will still remain responsible until the formal ending of the tenancy.
- (b) All charges for gas electricity and any other fuel water and telephone services consumed on or supplied to the property until such time as the tenancy formally ends to include void periods where the tenant will still remain responsible until the formal ending of the tenancy including standing charges and rental services as well as units used.

- (c) The reasonable costs charges and expenses (including VAT) and legal costs incurred by the Landlord as a result of the Tenant's breach of his obligations under this Agreement.
- (d) The reasonable costs and expenses (including VAT) as a result of the Tenant's applications for any consent of the Landlord required by this Agreement even if the consent is refused or the application withdrawn.

#### 4.5 *Use of Property and Contents*

Although the Landlord has certain legal duties to repair and keep in working order the Property and its Contents the Tenant and his invitees will:

- (a) use the Property and the Contents carefully and properly and will not damage them;
- (b) take proper precautions to prevent the escape of water from the Property keep all gutters sewers drains except those that are the superior Landlord's responsibility sinks baths lavatories water and pipes free from obstruction and properly cleaned to report promptly any damage or blockage to the Landlord's Agent. In the event of damage being caused by the act or lack of action of the Tenant or his invitees to advise the Landlord or his Agent of the damage so that it can be repaired or replaced by the Landlord which will be at the Tenant's expense whether or not the Landlord or his Agent have been advised of the damage;
- (c) not use or store in the Property any portable heating equipment fuelled by paraffin, bottled gas or oil;
- (d) not bring any prohibited drugs or dangerous substances or those which may cause a potential fire hazard into the Property unless the Landlord consents such consent not to be unreasonably withheld;
- (e) ensure that Smoke Alarms and any Carbon Monoxide detectors are regularly tested and batteries replaced as necessary and to report promptly any fault with these devices to the Landlord/Landlord's Agent;
- (f) not do anything which invalidates the insurance of the Property or the Contents or entitles the insurers to refuse to pay out policy monies or to increase the insurance premiums; and
- (g) ensure that the Property is properly ventilated throughout the Tenancy Period and report to the Landlord's Agent any damage that has been or is being caused to the structure of the Property by lack of ventilation and if the damage is caused by the Tenant's default or his invitees advise the Landlord of the damage so that it can be repaired or replaced by the Landlord at the Tenant's expense.

#### 4.6 *Maintain the Condition of the Property*

The Tenant and his invitees will:

- (a) keep the inside of the Property clean;
- (b) maintain the interior decoration to the condition described in Schedules 1-5;
- (c) only use the chimney, if any, with the Landlord's permission, such permission not to be unreasonably withheld if the chimney is safe for use;
- (d) arrange for any chimneys used for open fires during the period of occupation, if any, to be swept either at the end of the Tenancy Period or if the Tenancy Period is for more than one year every spring;
- (e) only store fuel in the place provided for that purpose;
- (f) at the end of the Tenancy Period clean all the windows inside and out and leave the Property cleaned to a good professional standard throughout;
- (g) not place any rubbish in corridors stair wells lifts and entrance halls serving the Property and properly dispose of all rubbish promptly
- (h) keep the outside area, if any, properly maintained reasonably free from weeds in a neat and tidy condition and any lawns properly mown and shrubs pruned appropriately and not cut down or remove any trees or shrubs and not alter the layout of any garden without the Landlord's consent which is not to be unreasonably withheld;
- (i) If the Tenant fails to promptly keep the garden as above after being requested to do so by the Landlord or his Agent the Landlord may employ a gardener to do so the reasonable cost of which will be paid for by the Tenant;
- (j) in an emergency take the appropriate minimum remedial action to prevent further damage to the Property and notify the Landlord's Agent immediately of the emergency and the steps taken but not otherwise to arrange or carry out repairs without first giving the Landlord notice and a reasonable opportunity to carry out repairs himself;

- (k) not hang stick or fix in any manner pictures or other objects to any walls of the Property except by using commercially produced picture hooks properly affixed and make good any damage or marks left as a result or from any breach of this clause;
- (l) give prompt written notice to the Landlord / Landlord's Agent of any defect in the Property;
- (m) be responsible for maintaining and repairing any of his own belongings or those of his invitees at the Property

**BUT** If the Tenant complies with Clause 4.4 regarding use of the Property and Contents the Tenant will not be responsible for fair wear and tear caused by normal use or for damage by risks insured by the Landlord in accordance with this Agreement unless the Insurers refuse to pay out the policy monies because of anything the Tenant or his invitees has done or failed to do.

#### 4.7 *Replace Damaged Items and not remove Contents*

The Tenant will promptly pay for or replace:

- (a) glass broken by the Tenant or his invitees;
- (b) appliance batteries, including those for Smoke Alarms and Carbon Monoxide detectors, and light bulbs;
- (c) any contents which are damaged destroyed or lost during the Tenancy Period and will not remove any contents from the Property without first getting written consent from the Landlord or his Agent; and/or
- (d) any components of gas electrical heating or other appliances which become defective due to misuse by the Tenant or invitees

**BUT** If the Tenant complies with Clause 4.4 regarding use of Property and Contents the Tenant will not be responsible for damage by risks insured by the Landlord under this Agreement (Clause 3.2).

#### 4.8 *Allow entry by the Landlord and his Agent*

The Tenant will allow the Landlord or the Landlord's Agent and any Superior Landlord (and where necessary with workmen and others) at all reasonable times during the Tenancy Period having been given at least 24 hours written notice (or without notice in emergency) to enter the Property and if necessary by use of the Landlord's keys for the purposes of:

- (a) repairing or painting the outside of the Property or carrying out any structural or other necessary repairs to the Property;
- (b) examining the state and condition of the Property and of the Contents;
- (c) conducting fixed wiring tests or other such inspections if the Property is a House in Multiple Occupation as defined by the Housing Act 2004;
- (d) in the last two months showing the Property to prospective Tenants who will be accompanied by the Landlord's Agent, and putting up a 'To Let' sign;
- (e) putting up a 'For Sale' sign and showing the Property to prospective Purchasers who will be accompanied by the Landlord's Agent.

#### 4.9 *Notice to Repair*

If the Landlord or the Landlord's Agent gives the Tenant written notice requiring the Tenant to remedy any failure by the Tenant to comply with Clauses 4.4 to 4.6 above the Tenant will carry out the necessary remedial work within one month from being given the notice. If the Tenant does not do so the Tenant will having been given at least 48 hours written notice permit the Landlord and all persons authorised by the Landlord or the Landlord's Agent to enter the Property to carry out the work set out in the notice and to pay the Landlord the reasonable costs of any works.

#### 4.10 *Assigning*

- 4.10.1 The Tenant will not without the written consent of the Landlord such consent not to be unreasonably withheld assign all or part of the Property
- 4.10.2 If consent is unreasonably refused the Tenant may terminate this Agreement by giving one months' notice to the Landlord or the Landlord's Agent.
- 4.10.3 The Tenant will be responsible for all the Landlord's reasonable costs of the termination of the tenancy and re-letting of the Property. This must not exceed the financial loss that a Landlord has suffered in permitting, or reasonable costs that have been incurred by the Agent in arranging for, the Tenant to leave early.



4.11 *Not to Sell Charge Sublet or Share the Property*

- (a) Save for occasional non-paying guests the Tenant will not sell let lend charge or otherwise dispose of or part with possession of all or part of the Property or any of the Contents or receive paying guests.
- (b) If the Tenant(s) named in this Tenancy Agreement allow more than the permitted number of occupants to occupy the Property, without the express permission of the Landlord, the Tenant(s) hereby agree to indemnify the Landlord of all of his reasonable legal costs and all reasonable allied expenses, including Vat, incurred in the event of any action being taken against the Landlord by a third party by reason of the occupants exceeding the permitted number. An example where such costs may be incurred by the Landlord (though not limited to only such example) would be if the Landlord were to be prosecuted under Section 72 of the Housing Act 2004.

4.12 *Private Residential Use Only*

The Tenant will not carry on any profession trade or business whatsoever at the Property or receive paying guests but will use it only as a private residence for the occupation of the Tenant and the Tenant's children (if any) save only for occasional non-paying guests.

4.13 *Proper Conduct*

The Tenant or his invitees will not :

- (a) leave the Property unoccupied for more than twenty one consecutive days without first giving prior written notice to the Landlord or his Agent and if the Property is left unattended (even for a short time) the Tenant will ensure all external doors and windows are properly secured;
- (b) do anything or allow others to do anything at the Property which is illegal or immoral or is a nuisance disturbance or annoyance to the Landlord or to the occupiers of any adjoining premises or which may result in the Landlord's insurance of the Property and contents being void or the premium being increased;
- (c) obstruct or frustrate the Landlord, authorised inspectors, authorised contractors or the manager of House in Multiple Occupation in exercising their duties under the Housing Act 2004 in relation to Houses in Multiple Occupation;
- (d) fix on the outside of the Property or on the inside so it may be seen outside any flag placard sign or poster or fix blinds to the windows inside or outside except with the Landlord's written consent such consent not to be unreasonably withheld;
- (e) play any audio equipment or musical instrument or otherwise make any sound in the Property so as to cause a nuisance disturbance or annoyance to the Landlord or to the occupiers of any adjoining premises;
- (f) change any of the locks or security devices of the Property or have any duplicate keys made without the prior written consent of the Landlord and if new keys are made promptly deliver a set of these keys to the Property to the Landlord or Landlord's Agent and pay the Landlord any reasonable costs incurred by him in replacing locks to which the keys are lost or not returned;
- (g) use any television in the Property without holding a television licence which is to be paid for by the Tenant; and/or
- (h) keep any animals fish reptiles insects arachnids or birds at the Property unless the Landlord consents in writing such consent not to be unreasonably withheld

**BUT** such consent can be withdrawn by the Landlord or his Agent in the event of damage to the Property or complaints being received from persons not a party to this Agreement and in the event of such damage the Tenant will advise the Landlord or Landlord's Agent so that it can be repaired or replaced by the Landlord at the Tenant's expense.

4.14 *No Alterations or Damage*

The Tenant or his invitees will not :

- (a) alter or add to the Property internally or externally;
- (b) decorate the exterior of the Property;
- (c) change the decor or interior of the Property unless the Landlord or his Agent consents in writing prior to the decoration being carried out, such consent not to be unreasonably withheld ; and/or
- (d) do anything which causes damage or destruction to the interior or exterior of the Property.

If the Tenant or his invitees do any of the above the Tenant will pay for the cost of replacement or repair of the damage to the Property caused by any default of the Tenant or his invitees or of putting right the alterations or decorations undertaken in breach of this clause.



#### 4.15 *Cable/Satellite TV*

The Tenant will not install cable or satellite television, or broadband connection, at the Property without first obtaining the Landlord's consent such consent not to be unreasonably withheld and where such consent is granted meet all costs of the installation and removal of the installation and the making good of any resultant damage as may be reasonably required by the Landlord and limited to the works detailed in the Special Letting Terms.

#### 4.16 *Pass on Notices*

The Tenant will promptly give to the Landlord or his Agent a copy of any notice order or notice of any legal proceedings relating to the Property received by the Tenant from any superior Landlord government department local or public authority or other party.

#### 4.17 *Smoking*

The Tenant will not smoke or allow any person in or at the Property to smoke at any time unless the Landlord has consented in writing such consent not to be unreasonably withheld.

#### 4.18 *Insurance*

The Tenant:

- (a) is advised to insure his own possessions with a reputable insurer;
- (b) will reimburse the Landlord in respect of death or injury to any person (including the Tenant) or loss or damage to his property caused by default or negligence of the Tenant and/or his invitees.

#### 4.19 *Superior Lease Obligations*

- (a) The Tenant will comply with any terms of the superior lease (a copy of which has been provided with this Agreement) other than those for payment of Rent and service charges unless compliance is the sole responsibility of the Landlord under the Agreement and will reimburse the Landlord for any reasonable claims and costs arising as a result of the Tenant's default. See Schedules 1-5
- (b) The Tenant will not do anything which under the superior lease requires the consent of the superior Landlord without first obtaining such consent from the Landlord and the superior Landlord if required by this Agreement. The consent of the Landlord will not be unreasonably withheld. The application to the superior Landlord will be at the Tenant's expense whether consent is given or not.

## 5. **TERMINATION**

### *Landlord's Right of Termination*

- 5.1 Unless agreed otherwise between the parties if anyone is residing in the Property the Landlord will usually need to obtain a Court Order to retake physical possession of the premises and enforce the Right of Termination.
- 5.2 The Landlord is entitled to re-enter the premises provided he has complied with his statutory obligations and has obtained a Court order and at that time the tenancy shall end but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenants agreements contained in the Tenancy and also if the tenant has not complied with any of the following:
  - (a) the Rent or any instalment of the Rent is not received in full within fourteen days after becoming payable (whether or not the Landlord formally demands it);
  - (b) the Tenant fails to comply with any of the Tenant's obligations under this Tenancy Agreement;
  - (c) the Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors or if a company goes into liquidation or an interim receiver of his Property is appointed;
  - (d) the Tenant shall die;
  - (e) the Tenant (without making arrangements with the Landlord or the Landlord's Agent) leaves the Property vacant or unoccupied for thirty days or more; and/or
  - (f) if any of the grounds set out as Grounds 8 or Grounds 10-15 (inclusive) and Ground 17 of the Housing Act 1988 and contained in Schedule 2 of the Housing Act 1988 (as amended) apply which relate to a breach of an obligation by the Tenant.
  - (g) This does not affect the tenants' rights under the Protection from Eviction Act 1977

#### *Effect of Termination*

- 5.3 Termination of this Tenancy Agreement under Clause 5.2 ends the Tenancy Period but does not release the Tenant from any outstanding obligations.
- 5.4 For the avoidance of doubt, the acceptance of monies after the Tenant has breached any of his obligations contained in this Agreement will not prejudice the Landlord's right to enforce compliance with this Agreement and any such monies will be accepted as payment for use and occupation of the Property and not as Rent.

## **6. THE DEPOSIT**

- 6.1 The deposit of £ ( Pounds Only) is paid by the Tenant to the Landlord's Agent. The deposit is held by the Landlord's Agent as Stakeholder.
- 6.2 The Deposit has been taken for the following purposes:
- (a) any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy;
  - (b) unpaid costs to third parties incurred on the Tenant's behalf by the Landlord or his Agent;
  - (c) the reasonable costs, including but not limited to labour, materials, parking , congestion charge, or if greater any minimum charge, incurred in compensating the landlord for, or rectifying or remedying any breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including but not limited to, those relating to the cleaning of the property, its fixtures and fittings;
  - (d) reasonable compensation for the Tenant's use and occupation of the Property if the Tenant fails to vacate on the due date;
  - (e) Any damage or compensation for damage, to the Property its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord;
  - (f) Any unpaid accounts for utilities or water charges or environmental services or other services or Council Tax incurred at the Property for which the Tenant is liable; and/or
  - (g) all reasonable costs incurred in connection with dealing with the above including reasonable legal costs and Landlord's Agent's costs.
- 6.3 Where the Landlord's Agent holds the Deposit the disbursement of the Deposit will be dealt with by the Landlord's Agent in accordance with the Procedures documented in the Landlord's Agent's Guide for Landlords and Guide For Tenants, a copy of which is available on request, and also as required by the Housing Act 2004 as documented in the Deposit Protection Addendum.
- 6.4 As soon as practicable after the end of the Tenancy Period (however it ends) and vacant possession of the Property has been obtained the deposit will be refunded to the Tenant less any deductions properly made and monies properly due to the Landlord.
- 6.5 The interest earned upon the Deposit is retained by the Landlord's Agent.
- 6.6 *Payment of Deposit*
- (a) On the signing of this Agreement the Tenant will pay the Deposit to the Landlord's Agent which he will hold as Stakeholder throughout the tenancy in accordance with the Landlord's Agent's Deposit Dispersal Procedures as security for compliance by the Tenant with his obligations under this Agreement. If the Deposit has to be used during the course of the tenancy the Tenant will immediately on demand pay to the Landlord or the Landlord's Agent the sum needed to restore the deposit to the full amount.
  - (b) The Tenant will not be entitled to set off or transfer the Deposit during the tenancy against any liabilities of his under this Agreement or any arrears of Rent or future Rent.
- 6.7 The Landlord's Agent must tell the Tenant as soon as is practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.
- 6.8 If there is no dispute the Landlord's Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 calendar days of the Landlord and the Tenant agreeing the allocation of the Deposit. All Tenants agree that the Deposit will be distributed to

the Tenants as per the instructions of the Lead Tenant. If the Lead Tenant is not able to or unwilling to confirm their instructions CGEAL will distribute the deposit equally between all Tenants.

- 6.9 If after 10 calendar days of requesting the return of the Deposit if the Deposit has not been returned the Tenant may apply to TDS for adjudication of a dispute. The Landlord may refer a dispute over the return of the Deposit to the TDS.
- 6.10 Any personal information provided by the Tenant to the Landlord or Landlord's Agent before, during the course of the tenancy or after the tenancy has ended may be made available to the Tenancy Deposit Scheme (TDS) via their evidence portal in the event of a dispute concerning the Deposit upon which the Tenancy Deposit Scheme have been asked to adjudicate.
- 6.11 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses of this Addendum.
- 6.12 If the Landlord or Tenant is not happy with the decisions of the Landlord's Agent acting as expert, or that of the Independent Case Examiner under the TDS they are still able to have the matter considered by the Court. Such an application will be subject to prescribed Court fees and may also attract other costs.
- 6.13 If the Deposit is insufficient to pay all the monies due to the Landlord under Clause 6.2 above the Tenant will pay the Landlord promptly on demand any further money (by cleared funds) needed to pay the shortfall. If cleared funds are not received within seven days of being demanded interest will be added to the amount at the rate of three percent above the Bank of England Base Rate calculated from the date demanded.
- 6.14 In the event of any conflict between the terms of this Agreement and the rules of the relevant Deposit Protection Scheme the rules of the Deposit Protection Scheme will apply.
- 6.15 All awards of the deposit made in the landlords favour as a result of adjudication by the TDS will be paid by the TDS to the agent.

## **7. INVENTORY AND SCHEDULE OF CONDITION**

An Inventory and Schedule of Condition will be arranged prior to the commencement of the Tenancy. At check in the Tenant will sign the Inventory and Schedule of Condition accepting the property as described therein. Should the Tenant take possession of the property for any reason before signing the Inventory and Schedule of Condition, the Tenant agrees that the Inventory and Schedule of Condition will be accepted as a true record of the property, its contents and their condition.

## **8. VACANT POSSESSION**

- 8.1 If at the end of the tenancy the Tenant vacates the Property but does not remove all of his goods or possessions or those belonging to members of the Tenant's household and or invitees the Landlord will be entitled to charge a sum equal to the amount of the Rent for the period from the end of the tenancy until the Tenant's goods have been removed from the Property.
- 8.2 If at the end of the tenancy the Tenant vacates the Property but does not remove all of his goods or possessions or those belonging to members of the Tenant's household and or invitees the Landlord or his Agent may remove them at the sole risk of the Tenant and place them in storage for a period not exceeding twenty eight days and the Tenant will be responsible for the cost of removal and storage. The Landlord or his Agent will use all reasonable efforts to notify the Tenant promptly that he has taken this step and the Tenant will provide a forwarding address for this purpose.
- 8.3 If the Tenant has failed to collect the items within twenty eight days the Landlord or his Agent may dispose of the goods in accordance with Sections 12 & 13 of 'The Torts (Interference with Goods) Act 1977' to cover any expense incurred and the balance (if any) will be paid to the Tenant provided all expenses and debts have been paid and the sum is claimed within twenty eight days of the date of sale.

## PRE TENANCY CONDITIONS

The following provisions have been agreed upon between the Landlord and Tenant and will be completed prior to the commencement of the Tenancy Period

NONE

## SPECIAL LETTING TERMS

The following special letting terms have been specifically and individually agreed between the Landlord and Tenant

### 1. CABLE/SATELLITE/BROADBAND

The Landlord has given permission for the Tenant to install cable and satellite television and broadband connection. The Tenant must meet all costs for installation and removal of the installation if required by the Landlord, and the making good of any resultant damage as may be reasonably required by the Landlord.

### 2. EARLY TERMINATION

Subject to the giving of at least two months' notice in writing to the Tenant it is agreed that the Landlord may serve notice for the tenancy to end provided that the end date of the notice period is at least six months after the tenancy commenced and immediately at the end of the notice period the tenancy will end however the ending of the tenancy does not release either the Landlord or the Tenant from any outstanding obligation or claim'. NOTE: Under the Deregulation Act 2015 the Landlord cannot serve this notice during the first 4 months of this agreement.

Subject to the giving of at least two months notice in writing to the Landlord it is agreed that at any time the Tenant may serve notice for the tenancy to end provided that the end date of the notice period is at least six months after the tenancy commenced however the Tenant will until the end of the notice period and until vacant possession is given up if later pay the Rent and observe and perform the agreements and obligations on the Tenants part contained in the Agreement but the ending of the tenancy does not release either the Landlord or the Tenant from any outstanding obligation or claim. It is further agreed that any Notice served by post must be sent by registered post and will only be deemed to have been served by the Tenant to Notices Under Tenancy Agreements, The Chancellors Group of Estate Agents Ltd, One Station Square, Bracknell RG12 1QB. If Notice is served by the Tenant via e-mail it will only be deemed to have been served if confirmation of said Notice is received from

### 3. SPECIAL PROVISIONS

Reviewed:

If English is not your first language you should take independent legal advice before signing this Tenancy Agreement

<b>SIGNED BY THE LANDLORD/LANDLORD'S AGENT:</b>
<b>SIGNED BY THE LEAD TENANT:</b>
<b>SIGNED BY THE TENANT:</b>

SPECIMEN

Schedule 1	The Property (copy of Property particulars)
Schedule 2	The Inventory & Schedule Of Condition - To Be Annexed
Schedule 3	Extract of The Landlord's Insurance Policies
Schedule 4	Extract of The Superior Lease
Schedule 5	Mortgage Terms (if applicable)

SPECIMEN

## Tenancy Deposit Scheme - PRESCRIBED INFORMATION FOR ASSURED SHORTHOLD TENANCIES

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

<b>PROPERTY</b>	The Property known as
<b>DEPOSIT HOLDER</b>	The deposit is to be held by the Landlord's Agent as Stakeholder.
<b>ADDRESS</b>	Chancellors Residential Lettings
<b>EMAIL</b>	
<b>TEL</b>	
<b>LANDLORD OF</b>	
<b>LEAD TENANT OF</b>	
<b>ADDRESS FOR CONTACT AFTER THE TENANCY ENDS</b>	Contact details not provided
<b>EMAIL</b>	
<b>TEL</b>	
<b>MOBILE</b>	
<b>TENANT OF</b>	
<b>ADDRESS FOR CONTACT AFTER THE TENANCY ENDS</b>	
<b>EMAIL</b>	
<b>TEL</b>	
<b>MOBILE</b>	
<b>DEPOSIT</b>	The deposit is £ ( Pounds Only)  The Landlord's Agent is a member of the Tenancy Deposit Scheme. The Deposit will be protected under the terms of the Tenancy Deposit Scheme.

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.



A leaflet entitled *What is the Tenancy Deposit Scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being the Landlord's Agent.

## AT THE END OF THE TENANCY

1. The Deposit will be released following the procedures set out in clause 6.3 of the Tenancy Agreement attached.
2. Deductions may be made from the Deposit according to clause 6.2 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.
3. The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is a the tenancy deposit scheme?*, which is attached to this document. More detailed information is available on: [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk).
4. TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Landlord's Agent are unable to contact the Tenant, or the Tenant is unable to contact the Landlord or the Landlord's Agent. Under these circumstances, the Member must do the following:
  - make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-Tenant / Landlord using information readily available
  - the member may determine dilapidations, rent arrears and any other prospective deductions from the Deposit as they would normally do
  - allocate the Deposit, pay the party who is present as appropriate, and transfer the amount due to the absent Tenant / Landlord to a suitable designated "Client Suspense (bank) Account"
5. A formal record of the activities should be made, supported by appropriate documentation.
6. Following sufficient time (usually at least 6 years) having elapsed from last contact from the absent Tenant / Landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner should be immediately met by the Member from its own resources.
7. Should the absent Tenant / Landlord return within that period and seek to dispute the allocation of the Deposit, the ICE may offer to adjudicate.

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

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

Reviewed:

<b>SIGNED BY THE LANDLORD/LANDLORD'S AGENT:</b>
<b>SIGNED BY THE LEAD TENANT:</b>
<b>SIGNED BY THE TENANT:</b>

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

**Tenancy Deposit Scheme**

The Dispute Service Ltd  
PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN  
Tel: 0300 037 1000  
Fax: 01442 253193  
Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Web: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

Tenancy Deposit Scheme also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.