

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004 as amended by the Localism Act 2011. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term period the tenant is required to give at least one month's notice in writing ending on the last day of a period of the tenancy in accordance with the common law rules. The landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988.
9. All Deposits held by Meller Braggins (if applicable) will be held in Client accounts at either:-
Natwest, The Bull Ring Northwich Cheshire. CW9 5BN
Natwest, 82 King Street, Knutsford WA16 6EG
Barclays Bank, 25 Sankey Street, Warrington, Cheshire WA1 1XQ

More Information

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on our website. Website address: www.letlink.co.uk

Agent/Landlord's Signature:
Tenant's Signature:

as Agents for the Landlord

ASSURED SHORTHOLD TENANCY AGREEMENT

For letting a dwelling house on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996

This Agreement was issued on

1 Particulars

1.1 Parties

The Landlord: [Landlord's anme]

Landlord's Agent: Meller Braggins Limited, 97 London Road, Stockton Heath, Warrington, Cheshire WA4 6LG

The 'Landlord' shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

The Tenants: [Tenant's name]

Tel: Work: [Tenant's number]
Mobile: [Tenant's number]

Email: [Tenant's email]

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally.

1.2 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this Agreement.

1.3 This Agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These Tenancies do not guarantee the Tenant any right to remain in possession after the Term (subject to a minimum occupancy of six months).

1.4 Property

1.4.1 The Property situated at and being [property address] , together with the fixtures, fittings and effects therein and more particularly specified in the Inventory (if any). It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

Agent/Landlord's Signature:
Tenant's Signature:

as Agents for the Landlord

1.5 Term

- 1.5.1 The Term shall be for a period of [X] months, from: [tenancy start date] and up to but excluding: [tenancy renewal date]
- 1.5.2 The Term is to include any extension or continuation of the Term or a Statutory or contractual Periodic Tenancy.

1.6 Rent

- 1.6.1 The Rent shall be £[rent amount] per calendar month, payable in advance.
- 1.6.2 The Rent shall be paid in clear of all deductions and set off whatsoever to the Landlord by standing order or such other method as the Landlord's Agent shall require to:

Bank details:

Account Name: Meller Braggins Clients' Account
Sort Code: [account details]
Account Number: [account details]
Reference: [tenant reference]

- 1.6.3 The first Rent payment of £[rent amount] to be paid to the Agent prior to the commencement of the Tenancy.
- 1.6.4 Thereafter the 'Rent Due Date' will be the [day rent due every month] day of each month during the Term of this Agreement.
- 1.6.5 Overdue Rental payments will be subject to interest at the rate of 3% above the base rate of Bank of England per annum calculated on a daily basis from the date the payment was due up until the date payment is received.
- 1.6.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as Agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 1.6.7 Any payments accepted after service of any Notice served on the Tenant to terminate this Agreement, or after any breach of the conditions which may lead to Possession, will only be accepted without prejudice to such Notice.

Agent/Landlord's Signature:
Tenant's Signature:

as Agents for the Landlord

1.7 The Landlord's Agent

1.7.1 The 'Landlord's Agent' shall mean Meller Braggins Limited, 97 London Road, Stockton Heath, Warrington WA4 6LG such other Agents as the Landlord may from time to time appoint.

1.8 Deposit

1.8.1 The Deposit of £[deposit amount] will be paid by the Tenant to the Landlord's Agent prior to the commencement of the Tenancy.

1.8.2 The Deposit will be held by the Landlord's Agent, Meller Braggins Ltd, as Stakeholder.

1.8.3 No interest will be paid on the Deposit to the Tenant. Any interest that may be earned will belong to the Agent.

1.8.4 The Deposit is held as security for the performance of the Tenant's obligations under the Agreement and to compensate the Landlord for any breach of those obligations.

1.8.5 The Deposit will be refunded to the Tenant, less any deductions, in accordance with clauses 9.1 to 9.6 below and once the following have been completed:

1.8.5.1 The Property has been yielded up to the Landlord

1.8.5.2 All keys have been returned to the Landlord

1.8.5.3 Any deductions have been agreed between the Tenant and the Landlord

1.8.6 The Deposit is not transferable by the Tenant in any way.

1.8.7 If the Landlord has need to use part or all of the Deposit during the Term because of a breach of any of the terms of the Agreement by the Tenant, then the Tenant will pay, on demand and by way of additional Rent, a sum sufficient to replenish the Deposit.

1.8.8 Where the Landlord has more than one reason to claim against the Deposit, the Landlord may choose the allocation of the Deposit against those claims.

1.8.9 In the event that the total amount due at the end of the Tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord's Agent the further amount, within 14 days of the request being made.

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1.8.10 The balance of the Deposit will be refunded. Payment to one of joint and several Tenants shall be deemed to be the receipt by all persons named as Tenant and is valid discharge for the Landlord and the Landlord's Agent.

1.8.11 In the event of disagreement between the Landlord and the Tenant about the extent or value of any damages the decision of the Landlord's Inventory Clerk (if any) as to such matters, acting as expert, shall be final and binding. If the Tenant or any Agent appointed by the Tenant should not keep an appointment, made by the Landlord's Agent, to check the Inventory at the end of the Tenancy, any assessment made by the Landlord's Agent of the any compensation payable or extent or value of any damages will be final and binding upon the Tenant.

1.8.12 If the Deposit is paid by a Third Party then the Tenant must ensure that a copy of the signed Prescribed Information is given to that Party.

1.9 Rights of Third Parties

The Parties intend that no clause of this Agreement may be enforced by any Third Party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

2 Legal Notices

2.1 Section 47

Under Section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as on the first page of this Agreement. The address for service of Notices is as in clause 2.2.

2.2 Section 48

Until the Tenant is informed in writing to the contrary Notice is given in pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that the Landlord's address for the service of Notice (including Notices in proceedings) is as follows:

[Landlord's name, c/o agent's address]

Agent/Landlord's Signature:
Tenant's Signature:

as Agents for the Landlord

2.3 Notice Service

- 2.3.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property.
- 2.3.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.
- 2.3.3 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Notices Received

- 2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property, the Tenant shall provide full particulars to the Landlord's Agent within 7 days. All reasonable steps should be taken to comply with it, in consultation with the Landlord (or Landlord's Agent), as is appropriate to the situation.

2.5 Ending the Tenancy

- 2.5.1 If the Tenant intends to vacate at the end of the Term, or at any later date, he must give the Landlord at least one month's Notice in writing in accordance with clause 10.1 below.
- 2.5.2 Should the Tenancy continue as a Periodic Tenancy, Notice must be given and must expire the day before a Rent Due Date.

3 Possession

By following the due process of Law, and without prejudice to the other rights and remedies of the Landlord, the Landlord may terminate the Tenancy if:

- 3.1 The Rent or any part of it is in arrears whether formally demanded or not
- 3.2 The Tenant is in breach of any of the obligations under this Agreement
- 3.3 Any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these Grounds allow the Landlord to seek possession of the Property in the circumstances listed in the Grounds).
- 3.4 A Notice is served under Section 21 of the Housing Act 1988 (Section 21 gives the Landlord the right to end an Assured Shorthold Tenancy without specific reason, only after any Term has ended, or in operation of a break clause).

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3.5 The Property is left abandoned and unoccupied for a period in excess of 28 days without the Landlord's consent.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

4.1.1 Pay the Rent on the day and in the manner specified.

4.1.2 Pay and indemnify the Landlord against all charges including water and sewage charges, rates, television licence and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on or supplied to the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this Agreement. The telephone number may not be transferred to another Property.

4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's Agent.

4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this Agreement.

4.1.5 Pay a charge of 3% above the base rate of the Bank of England per annum calculated on a daily basis for any late, unpaid or returned rent payments. This charge will be payable for each presentation which fails.

4.1.6 Notify the relevant authorities and arrange and pay final accounts at the end of the Tenancy.

4.1.7 Pay for the entire invoice and costs of any contractors that the Tenant arranges unless previously authorised in writing by the Landlord.

4.1.8 Pay the Landlord for the cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out up to a maximum of £50 inclusive of VAT.

4.1.9 Pay costs of the Landlord or the Landlord's Agent in respect of any application for any consents under any of the provisions of the Tenancy up to a maximum of £50 inclusive of VAT.

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Tenant's Signature:

as Agents for the Landlord

- 4.1.10 Pay the Landlord's costs, legal and otherwise, including VAT and disbursements in any and all of the following circumstances:
 - 4.1.10.1 Enforcing or attempting to enforce (whether by legal process or otherwise) the provisions of this Agreement.
 - 4.1.10.2 Recovering Rent or other monies payable under the provisions of this Agreement.
 - 4.1.10.3 Recovering possession of the Property, whether because of the Tenant's default or otherwise.
 - 4.1.10.4 Actions arising out of any breach, non-performance or non-observance by the Tenant of the provisions of this Agreement.
- 4.1.11 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure of the Tenant or any of his visitors or friends.
- 4.1.12 Pay and arrange for the removal of all vermin, pests and insects, if infestation occurs during the Term, woodworm and wood-boring insects excepted.

4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and Tenantable condition, repair and decorative order (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not to permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decoration without consent from the Landlord.
- 4.2.3 Notify the Landlord immediately of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Replace any broken glass immediately unless the damage results from an event for which the Landlord has agreed to insure and to replace all defective light bulbs and fuses.
- 4.2.5 Undertake any repairs or decorations for which the Tenant is liable within one month of any Notice being serviced by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs or redecorations the Landlord may enter the Property, with or without others, to effect those repairs and decorations and the Tenant will pay on demand all costs involved.

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4.3 The Property

- 4.3.1 Notify the Landlord in writing as soon as the Tenant becomes aware of:
 - 4.3.1.1 Any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above.
 - 4.3.1.2 Any Notices, proceedings or letters relating to the Landlord, Property or the use of the Property.
 - 4.3.1.3 Any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in a Tenant-like manner.
- 4.3.4 Clean the windows of the Property internally and externally as often as necessary and in the last two weeks of the Tenancy.
- 4.3.5 Not to remove any of the Landlord's possessions from the Property.
- 4.3.6 Not to exhibit any poster or Notice so as to be visible from outside the Property.
- 4.3.7 Not to cause or permit any blockage to the drains and pipes, gutters and channels in or about the Property.
- 4.3.8 Not to assign, underlet or part with or share possession of the whole or any part of the Property.
- 4.3.9 Not to permit any visitor to stay for a period of more than two weeks within any six-month period.
- 4.3.10 Permit the Landlord and or his Agent or others, after giving 24 hours' Notice and at reasonable hours of the daytime, to enter the Property.
 - 4.3.10.1 To view the state and condition and to execute repairs and other works upon the Property and other Properties
 - 4.3.10.2 To show prospective Purchasers the Property, during the last two months of the Term and to erect a board to indicate that the Property is for Sale.
 - 4.3.10.3 To show prospective Tenants the Property, during the last two months of the Term and to erect a board to indicate that the Property is to Let.

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- 4.3.11 Permit the Landlord or the Landlord's Agent to use their keys to gain access within 24 hours of such a request being made (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.12 Not to add any aerial, antennae or satellite dish to the building without Landlord's consent.
- 4.3.13 Not to change the locks (or install additional locks) to any doors in the dwelling house, not make additional keys for the locks. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the Tenancy unless authorised by the Landlord.
- 4.3.14 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.15 Keep the Property at all times sufficiently well aired and warmed to avoid build up of condensation and prevent mildew growth and to protect it from frost or frozen pipework.
- 4.3.16 Not to block ventilators provided in the Property.
- 4.3.17 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.18 Not to use any gas appliance that has been declared unsafe by a Gas Safe engineer, or disconnected from the supply.
- 4.3.19 Not to keep, use or permit to be used any candles, oil stove, paraffin heater or other portable fuel burning appliance against the terms of the insurance of the Property, except as provided by the Landlord nor store inflammable substances at the Property.
- 4.3.20 Be responsible for ensuring that any television is used correctly and continually licensed.
- 4.3.21 Not to keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.22 Pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.

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- 4.3.23 Pay for any redecoration or replacement required as a result of the work carried out under clause 4.3.22.
- 4.3.24 Perform and observe all obligations of the head lease (if any) or covenant on the Property save for those relating to the payment of ground rent or service charges and to indemnify the Landlord against all claims, damages, costs and expenses whatsoever in relation to any breach of this obligation.
- 4.3.24.1 Not to, or permit to be done, any act or thing which may be or become a nuisance, cause damage or annoyance of any neighbouring Properties.
- 4.3.24.2 Not to use the Property otherwise than as a private dwelling house in the occupation of a single family unit only and any garage or parking spaces (if any) otherwise than for parking or private motor vehicles belonging to the Tenant of the Property or his family.
- 4.3.24.3 Not to place, or permit to be placed, any temporary erection or structure of any kind upon the Property.
- 4.3.24.4 Not at any time to plant or cut back any trees or other deep rooting plants or shrubs nor to erect any buildings, fences, walls or other constructions in or under the Property.
- 4.3.24.5 Not to place, or permit to be placed, upon the Property or within any garage or Parking Space including Visitors parking (if any) any caravan house on wheels, trailer, boat, commercial vehicle, horse box or container of any kind.
- 4.3.24.6 Not to erect any 'For Sale' or 'To Let' signs or any other advertisement, boards or Notices on the Property.
- 4.3.24.7 Not to obstruct the road or the footpaths or the forecourts.
- 4.3.24.8 Not to erect, or cause to be erected, any television aerial, disc or satellite dish or any burglar alarm or to affix or install any lighting which will illuminate the exterior of the Property.
- 4.3.24.9 Not to decorate the exterior of the Property.
- 4.3.25 Not to keep any vehicle without a valid Road Fund Licence, commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.26 Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property save for where specific provision already exists.

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as Agents for the Landlord

- 4.3.27 Not to keep or permit to be kept on the Premises any pets or animals of any description without the previous consent in writing of the Landlord which consent the Landlord may, at any time without giving reason, withdraw and if any animal which the Tenant may keep or allow to be kept on the Premises shall soil any carpet, rug, fabric or other item to pay to the Landlord the cost of replacing such carpet, rug, fabric or other item with a new one of as good quality as the one soiled. In any case, where pets have been present in the Property, all carpets are to be cleaned to a high standard at the end of the Tenancy.
- 4.3.28 Keep the garden and grounds (if any) properly cultivated and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged and shrubs and trees pruned and to keep watered as necessary in the Summer any larger planters or pots but not alter the character or layout of the garden or grounds.
- 4.3.29 Not to cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to levy a charge, payable on demand, on the Tenant for so doing.
- 4.3.30 Smoking is not permitted at the Property and if any effect of tobacco smoke on the Premises shall in the opinion of the Inventory Clerk soil or damage any carpet, rug, fabric decoration or other item to pay to the Landlord, the cost of replacing such carpet, rug, fabric decoration or other item with a new one of as good quality as the one soiled.

4.4 General

- 4.4.1 Not to permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviours of visitors and friends of the Tenant.
- 4.4.2 Not to make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be audible outside the Property.
- 4.4.3 Not to carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence.

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- 4.4.4 Not to permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable or increase the rate of premium for such insurance.
- 4.4.5 Not to use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Immediately notify the Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as laid out in the Inventory save those which are noted as not working.
- 4.4.8 Forward any correspondence addressed to the Landlord and other Notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.4.9 Surrender all rights to possessions left at the Property at the end of the Tenancy and that they will immediately pass to the Landlord who shall be entitled (though not bound) to sell the same for his own benefit or charge for the cost of removal.
- 4.4.10 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new Tenancy Agreement drawn up if necessary.
- 4.4.11 Not to leave the Property vacant for more than 28 days without prior consent.
- 4.4.12 Check the Inventory and report any errors/deficiencies in writing to the Landlord's Agent within 7 days. If no such correspondence is received within 7 days, it will be assumed to be an accurate description of the Property including the contents as handed over to the Tenant.
- 4.4.13 Not to change the supplier of utility services without approval from the Landlord or Landlord's Agent and if approval is given provided the Landlord's Agent with the new supplier's details including the Property reference number.
- 4.4.14 Not to change the telephone number of the Property.

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4.4.15 Not to alter the operation of, or disable, any smoke alarm or carbon monoxide detection alarm and to be responsible for regularly checking and replacing the batteries in such devices with non-chargeable batteries as often as is necessary or at least once every year.

4.4.16 Not to disable or alter the operation or code of the burglar alarm where applicable.

4.5 Insurance

4.5.1 Be responsible for insuring their own possessions against all risks.

4.6 End of Tenancy

4.6.1 Yield up the Property at the end of the Tenancy in the same good clean state and condition as it was at the beginning of the Tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the Tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).

4.6.2 Return all keys to the Property to the Landlord's Agent before close of business on the last day of the Tenancy (or sooner by mutual arrangement).

4.6.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding and curtains which have been soiled during the Tenancy and to clean all carpets to a high standard at the end of the Tenancy and at least every 12 months during the Tenancy.

4.6.4 Leave the oven clean with no evidence of burnt food or grease, all chrome and glass to be shining with no stains and cooker rings cleaned.

4.6.5 Leave any freezer or ice box in a clean and dry condition and free of any ice.

4.6.6 Leave the fixtures, fittings, furniture and effects at the end of the Tenancy in the rooms and places in which they were at the beginning of the Tenancy otherwise the Tenant shall pay the Landlord the cost incurred by the Landlord in cleaning and arranging the rooms in accordance with the Inventory.

4.6.7 Remove all rubbish from the Property before returning the Property to the Landlord.

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- 4.6.9 To have all the chimneys and flues (if any) belonging to the Premises cleaned and swept as often as necessary and in any case during the last four weeks of the Tenancy.
- 4.6.10 To arrange a postal re-direction for all post pertaining to the Tenant or any family members and the Landlord or the Agent will not be responsible for forwarding on any post arriving for the Tenant beyond the end of the Tenancy. Advise the Inventory Clerk or Agent of a forwarding address.
- 4.6.11 Meters should not be changed to pre-payment without consent and any payments to change back at the end of the Tenancy will be the Tenant's liability.

5 Landlord's Obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except for those for which responsibility is assumed by the Tenant under this Agreement).
- 5.2 To allow the Tenant, paying the Rent and performing the obligations on the part of the Tenant, quiet enjoyment of the Property during the Tenancy without an unlawful interruption from the Landlord or any person claiming under or in trust or the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure, except where such damage may have been caused or enabled by the Tenant's actions or omissions the amount, in case of dispute, to be submitted to arbitration pursuant to Part 1 of the Arbitration Act 1996.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter this Agreement (superior lessors, mortgage lenders or others) have been obtained in writing.

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Tenant's Signature:

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- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property and the Landlord's fixtures, fittings furniture and effects (including carpets and curtains), but not including the Tenant's belongings.
- 5.6 To provide and keep in repair and proper working order throughout the Tenancy the installations contained in the Property for the supply of water, gas, electricity, the central heating system, electrical appliances and other equipment, and make good or replace any defective parts due to fair wear and tear and not caused by negligence on the part of the Tenant.
- 5.7 To comply with the Furniture & Furnishings (Fire) (Safety) (Amended) 1993 Regulations, the Gas Safety (Installations & Uses) Regulations 1994 and the Electrical Equipment (Safety) Regulations' 1994 insofar as they apply to the Property.

6 Uninhabitable Premises

- 6.1 If the Property shall be destroyed or damaged by any of the 'Insured Risks' so as to be unfit for habitation and use the Rent hereby reserved shall cease to become payable until the property has been rendered fit again for occupation and provided that the Landlord's Insurance shall not have been vitiated as a result of an act or omission by the Tenant or invitee of the Tenant then the Tenant may by giving Notice to the Landlord or his Agent to terminate the Tenancy forthwith in which event any Rent which may have been paid shall be repaid by the Landlord.
- 6.2 In the event that any part of the Premises shall become unfit for normal use and habitation then a fair proportion of the Rent shall cease to become payable until such time as the whole of the Premises are in a fit state for habitation and use.

7 The Tenancy Deposit

- 7.1 The Deposit of £[deposit amount] is to be paid by the Tenant to the Landlord/Agent.
- 7.2 The Deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

Agent/Landlord's Signature:
Tenant's Signature:

as Agents for the Landlord

8 Purpose of the Deposit

The Deposit has been taken for the following purposes:

- 8.1 Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment of allowance for fair wear and tear, the age and condition of each an any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 8.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- 8.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property/premises for which the Tenant is liable.
- 8.4 Any Rent or other monies 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.

9 At the end of the Tenancy

- 9.1 The Agent/Member must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 9.2 If there is no dispute the Agent/Member will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 9.3 The Tenant should try to inform the Agent/Member in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent aside from the deposit within 20 working days after the termination or earlier ending of the Tenant and the Tenant vacating the property. The Independent Case Examiner ('ICE') may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

Agent/Landlord's Signature:
Tenant's Signature:

as Agents for the Landlord

- 9.4 If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any difference of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute can be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 9.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 9.1, 9.2, 9.3, 9.4 above.

10 Notice to Terminate

- 10.1 If the Tenant should wish to terminate this Agreement then they must give the Landlord not less than one calendar month's Notice and such Notice to be in writing and not to expire before the end of the fixed Term and then on the expiry of the Notice this Tenancy shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any previous claim or breach of this Agreement.
- 10.2 If the Landlord should wish to terminate this Agreement then they must give the Tenant not less than two calendar months' Notice and such Notice to be in writing and not to expire before the end of the fixed Term and then on the expiry of the Notice this Tenancy shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any previous claim or breach of this Agreement.
- 10.3 In the event that a new Tenancy Agreement is not issued or neither party serves Notice to determine this Agreement then this Tenancy will become a Statutory Periodic Tenancy whereby the required Notice period has to expire on the day preceding a Rent due date in accordance with Section 21 (4) (a) of the Housing Act 1988.
- 10.4 In the case of a joint Tenancy, if Notice is given it will be accepted as being given by all Tenants and the Tenancy will cease in accordance with the Notice subject to clause 10.1 above.

Agent/Landlord's Signature:
Tenant's Signature:

as Agents for the Landlord

THE FIRST SCHEDULE (N.B. Clauses in this section have been individually negotiated)

Special conditions:

The Tenant(s) agree not to smoke or permit smoking in the property whatsoever.

SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)

.....
.....

In the presence of :-

Name

Address

.....

Occupation

Witness Signature

SIGNED by the TENANT(S) :-

.....
.....
.....
.....

In the presence of :-

Name

Address

.....

Occupation

Witness Signature

**N.B. Any counterpart tenancy agreement should be signed and dated by all tenants*

Agent/Landlord's Signature:
Tenant's Signature:

as Agents for the Landlord

Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the Landlord is required to give the following information to the Tenant and anyone who paid the Deposit on the Tenant's behalf ("Relevant Person") within 30 days of receiving the Deposit. This is to ensure that Tenants are made aware of their rights during and at the end of the tenancy regarding the Deposit.

- (a) The scheme administrator of the deposit protection scheme is:
[Deposit scheme provider's details including contact numbers, email and web address].

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.

- (b) 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.
- (c) 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?*
- (d) 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:
[deposit scheme provider's web address]
- (e) 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:
[deposit scheme provider's web address]

(i) THE DEPOSIT

The amount of the Deposit paid is £[deposit amount]

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES:

[property address]

(iii) DETAILS OF THE LANDLORD(S)

Name(s): [Landlord's name]

Address: c/ Meller Braggins Limited, 97 London Road, Stockton Heath, Cheshire WA4 6LG.

(iv) DETAILS OF THE TENANT(S)

Name(s): [Tenant's name]

Address:
[property addresses]

Email address: [tenant's email address]

Mobile number: [tenant's mobile number]

Contact details for the Tenant(s) to be used at the end of the tenancy

Name: [Tenant's name]

Address: [Tenant's former address]

Agent/Landlord's Signature:
Tenant's Signature:

as Agents for the Landlord

Email address: [Tenant's email address]

Mobile number: [Tenant's mobile number]

Please provide the details requested in (iv) for each Tenant (there is a continuation sheet for this purpose).

(v) RELEVANT PERSON'S CONTACT DETAILS

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the Tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

(vi) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD

The circumstances when all or part of the Deposit may be retained by the Landlord(s) by reference to the terms of the tenancy are set out in *Clauses 1.8, 4.1 to 4.4.30 and 4.6* 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 [deposit scheme provider] or by the court.

(vii) 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 or on behalf of the Landlord(s)

.....

The Tenant confirms that:

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

Signed by the Tenant(s):

.....

.....

Responsibility for serving complete and correct Prescribed Information on each Tenant and relevant person is the responsibility of the Member and the Landlord. [Deposit scheme provider] 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.

Agent/Landlord's Signature:
Tenant's Signature:

as Agents for the Landlord

