

Agreement for the Creation of an Assured Shorthold Tenancy (England and Wales only)

Only to be used if the deposit holder is a
member of The Dispute Service Ltd (TDS)

YOU SHOULD READ THIS THOROUGHLY BEFORE YOU SIGN IT

The Subject of the Letting

- Section A Basic Terms
 - Section B Tenant's Obligations
 - Section C Landlord's Obligations
 - Section D General Obligations
 - Section E Special Conditions
 - Section F The Guarantor
-
- Schedule 1 The Schedule of Condition and Contents of the Property (the Inventory)
 - Schedule 2 Prescribed Information
 - Schedule 3 Demise of Property
 - Schedule 4 Photographs

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 **TDS**
Tenancy Deposit Scheme

**YOU SHOULD READ THIS
THOROUGHLY BEFORE YOU SIGN IT**

SECTION A – BASIC TERMS

The parties to this Agreement hereby agree that the attached RICS Model Terms and Conditions together with any amendments or variations made by the parties to the Model Terms and Conditions shall apply along with and subject to the following:

- | | | | |
|-----|---|---|--|
| 1. | Date of this Agreement: | 20YEAR | |
| | | | |
| 2. | The Landlord:
(Full name and address) | "Insert Name and Address" | |
| 3. | The Tenant:
(Full name and address) | "Insert Name and Address" | |
| 4. | The Guarantor:
(Full name and address) | "Insert Name and Address" / Not Applicable | |
| 5. | Address of the Property
(Full Address including
details of any inclusions): | "Insert Address" | |
| 6. | Exclusions from the
Tenancy (eg garage, garden
or other facilities) | None. | |
| 7. | (Fixed) Term of Tenancy: | [Six Months] | |
| 8. | Commencing on and
including: | "Insert Details" | |
| 9. | Expiring on and including: | "Insert Details" | |
| 10. | Deposit: | £"Insert Details" | To be held as stakeholder in accordance with the rules of The Dispute Service ('TDS') which runs the Tenancy Deposit Scheme <i>(see Section D clause 5)</i> |
| 11. | Rent per calendar month: | £"Insert Amount" | <i>(see Section B Causes 1 and 2)</i> |
| 12. | Day of month on which
payable: | First | <i>(see Section B Clauses 1.1)</i> |
| 13. | Rate of interest: | 3% above the base rate of The Bank of England | <i>(see Section B clause 2.1.2)</i> |
| 14. | Rent Reviews: | Rent will be reviewed in accordance with the provisions of Part I, Section 13 of the Housing Act 1988 | |

15. In accordance with Section 48 of the Landlord and Tenant Act 1987 the address for the service of Notices upon the Landlord (in England and Wales) is:
- | |
|-----------------------------|
| Cooke & Arkwright |
| 10 Bridgend Business Centre |
| Bennett Street |
| Bridgend |
| CF31 3SH |

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.

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.

The Tenant agrees to abide by the terms and conditions specified in Sections A and B of this Tenancy Agreement.

The Landlord agrees to abide by the terms and conditions specified in Sections A and C of this Tenancy Agreement.

The Landlord and the Tenant agree to abide by Sections D to E and Schedules 1 to 4 of this Tenancy Agreement. Schedule 1 of this Tenancy Agreement will be given to the Tenant at the start of the Tenancy or after the inventory clerk or the Agent has conducted a check-in of the Inventory, if applicable.

EXAMPLE

TERMS AND CONDITIONS FOR AN ASSURED SHORTHOLD TENANCY

SECTION B: TENANT'S OBLIGATIONS

The Tenant agrees as follows:

1. The Rent

- 1.1. The rent is payable in advance on the day of each month specified in this Agreement except 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.

2. You are required to pay as follows:

2.1. Rent

- 2.1.1. To pay the rent at the times and in the manner specified above whether demanded or not;
- 2.1.2. To pay interest on any payment of rent not made within 14 days from the date upon which it fell due as set out in this Agreement. Interest is payable from the fifteenth day after which the rent was due until the date on which the rent is actually paid. Interest will be payable at the rate of interest specified in Section A.

2.2. Tenants are liable for the following costs:

- 2.2.1. All charges in relation to the supply and use of telephones, gas, oil, other fuels, electricity, internet, cable and satellite television services during the Tenancy, and not to cause or permit any such services to be disconnected, altered or removed and to pay for any reinstatement, should this be necessary during or at the end of the Tenancy whether due to the actions or lack of action of the Tenant;
- 2.2.2. Council Tax and water rates, including sewerage, and charges payable for the Property for the duration of the Tenancy and any extension of it whether fixed term or periodic;
- 2.2.3. The TV licence fee for any television or other device that results in a licence being required for the Property, whether belonging to the Landlord or the Tenant, for the duration of the Tenancy and any extension of it;
- 2.2.4. To pay the Landlord, or the Agent:
 - all costs and expenses incurred by the Landlord in:
 - recovering or attempting to recover any rent or other monies in arrears;
 - the enforcement of any 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;
- the service of any Notice requiring possession when the Tenant has not complied with the conditions of the Notice;
- the failure of the Tenant to comply with any obligations under the Tenancy Agreement,
- any other costs or expenses arising from a breach of the Tenancy by the Tenant.

2.2.5. To pay 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 visitors;

2.2.6. To protect the Landlord from loss arising from the Tenant's failure to comply with the terms of this Tenancy Agreement.

3. The Tenant must carry out the following undertakings:

3.1. Care of the Property and the Contents

3.1.1. Not to damage, pull down, alter, add, or in any way interfere with the construction or arrangement of the Property or the internal or external decoration or colours of it;

3.1.2. To take reasonable steps to keep the interior of the Property and the Contents 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 this Agreement);
- damage to the Property or the Contents covered by the Landlord's insurance policy.

3.1.3. To inform the Landlord or his Agent promptly of any occurrence, disrepair or damage, within the Tenant's knowledge, which might cause harm to the Property, the Tenant or other persons having lawful access to the Property;

3.1.4. To agree that if the Landlord suffers any loss or damage directly from any action or lack of action of the Tenant, his family or visitors the Landlord will

seek redress and compensation. This obligation does not remove the Landlord's liability under statute;

- 3.1.5. To take appropriate action in an emergency to prevent further damage to the Property but not otherwise to arrange or carry out repairs without first giving the Landlord notice and a reasonable opportunity to carry out repairs;
- 3.1.6. To keep all smoke and carbon monoxide alarms in good working order, provided they were working at the start of the Tenancy, by replacing batteries where necessary and to test the smoke alarms regularly;
- 3.1.7. To take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy;
- 3.1.8. To replace all electric light bulbs, fluorescent tubes and fuses;
- 3.1.9. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this Agreement;
- 3.1.10. 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;
- 3.1.11. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated;
- 3.1.12. To ensure that a reasonable level of oil is maintained in the oil tank (if applicable) at all times and to pay any costs incurred in rectifying the boiler and heating system if the oil runs out at any time;
- 3.1.13. To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or visitors;
- 3.1.14. Not to hang any pictures, posters or other objects on the walls using Blu-Tack, adhesive tape or the equivalent or by any other method except a reasonable number of commercial picture hooks and to make good at the end of the Tenancy any damage caused;
- 3.1.15. To leave the Contents 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.

- 3.2. Locks and alarms
 - 3.2.1. To fasten all locks and bolts on the doors and windows when the Property is empty and at night;
 - 3.2.2. To set the burglar alarm (if applicable) when the Property is vacant;
 - 3.2.3. Not to install or change any locks in the Property, except in an emergency, without the prior consent of the Landlord, or the Agent, which will not be unreasonably withheld;
 - 3.2.4. Not to have any further keys cut for the locks to the Property without notifying the Landlord or the Agent of the number of additional keys cut.
- 3.3. House plants and annual plants
 - 3.3.1. To avoid any doubt, the Tenant will not be under any obligation to pay for or to replace any house plant or annual plants in the garden that have been left in or at the Property, if the houseplant or annual plants die.
- 3.4. **[Optional Clauses]Car parking (Delete as Appropriate)**
 - 3.4.1. To park private vehicle(s) only at the Property;
 - 3.4.2. To park in the car parking space, garage or driveway (if any) allocated to the Property;
 - 3.4.3. To keep any garage, driveway, or parking space free of oil and to remove and clean any spillage caused by a vehicle of the Tenant, his family, contractors or visitors;
 - 3.4.4. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy;
 - 3.4.5. Not to park any vehicle at the Property that is not roadworthy or fully taxed.
- 3.5. Refuse
 - 3.5.1. To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy;
 - 3.5.2. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available and dispose of it through the services provided by the local authority.
- 3.6. To permit the Landlord entry to the Property
 - 3.6.1. To permit the Landlord, the Agent, their agent, and all others authorised by them with or without workmen, and others at all reasonable times and with reasonable frequency during the Tenancy upon providing a minimum of 24 hours' written notice (except in the case of emergency) to enter the Property for the following reasons:

- 3.6.1.1. the Tenant has not complied with a written notice under this Agreement and the Landlord or the Agent wishes to enter the Property in accordance with that clause;
- 3.6.1.2. the Landlord, the Agent, his agent or an appointed contractor seeks to carry out work for which the Landlord is responsible;
- 3.6.1.3. a professional adviser has been appointed by or authorised by the Landlord, or the Agent to visit or inspect the Property;
- 3.6.1.4. the safety check of the electricity supply and/or equipment, gas appliances, installations and pipework is due to take place;
- 3.6.1.5. the Landlord, or the Agent wishes to inspect the Property.
- 3.6.1.6. the Landlord wishes to carry out a routine visit in accordance with Rent Smart Wales guidance, being at least once every 12 months

3.6.2. To permit the Landlord and all others authorised by them, at any time in the case of a sale and during the last two calendar months of the Tenancy in the case of letting, at reasonable times of the day and at weekends to conduct viewings of the Property with prospective purchasers or tenants by prior mutually agreeable appointment;

3.6.3. To permit the Landlord or the Agent to put up and maintain in a conspicuous part of the Property a notice that the Property is to be sold, let or otherwise dealt with.

3.7. Gardens

3.7.1. To keep the garden, window boxes (if any), paths and patios properly maintained, weeded and in a neat and tidy condition;

3.7.2. To keep any lawns properly mown and trees and shrubs pruned regularly during the growing season;

3.7.3. Not to cut down or remove any trees or shrubs;

3.7.4. Not to alter the layout of any garden without the Landlord's consent, not to be unreasonably withheld.

3.8. Glass

3.8.1. To clean the windows inside and outside regularly and at the end of the Tenancy;

3.8.2. To replace promptly with the same quality glass any cracked or broken windows or door glass to the Property broken by the Tenant, his family or any visitors.

3.9. Plumbing

- 3.9.1. To take reasonable precautions to prevent any obstruction or damage to any of the plumbing, including drains, pipes, sinks, lavatories or cisterns at the Property. (The Landlord has a legal duty to repair and keep them in proper working order.);
- 3.9.2. To clear or pay for the clearance of any blockage or overflow that occurs in any of the drains, gutters, downpipes, sinks, toilets, or waste pipes that serve the Property, if the blockage is caused by the negligence of, or the misuse by, the Tenant, his family or any visitors.

3.10. Chimneys and Fires

- 3.10.1. To use the chimney at the Property (if applicable) only with the written consent of the Landlord; such consent will not be unreasonably withheld if the chimney is safe to use;
- 3.10.2. To arrange to have the chimney swept either at the end of the Tenancy or, if the Tenancy should last longer than a year, each spring if any chimney is used for an open fire or wood burning stove.
- 3.10.3. Not to connect up gas fires or other gas appliances within the Property without the Landlord's prior written consent
- 3.10.4. Not to install woodburning or solid fuel stoves within the Property without the Landlord's prior written consent

3.11. Utilities

- 3.11.1. To notify the suppliers of gas, water, electricity, other fuels, telephone, internet, cable and satellite television services to the Property that this Tenancy has started;
- 3.11.2. To apply for the accounts for the provision of those services to be put into the name of the Tenant;
- 3.11.3. Not to tamper, interfere with, alter, or add to, or allow any other person to tamper interfere with, alter, or add to the installations or meters relating to the supply of any utility services to the Property;
- 3.11.4. To agree not to install any pre-payment meter;
- 3.11.5. To pay to the Landlord all costs incurred in the reconnection of any service (including any arrears of payment) following disconnection of any service as a result of the Tenant's failure to comply with this Agreement or by anything done or not done by the Tenant;
- 3.11.6. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy;
- 3.11.7. To pay all outstanding accounts with the utility and other service providers during and at the end of the Tenancy.

- 3.12. To forward notices
- 3.12.1. To send to the Landlord or the Agent promptly all correspondence for the Landlord including notices, orders or proposals affecting the Property and served there by any person, body or authority other than the Landlord or the Agent.
- 3.13. Insurance and leaving the Property empty
- 3.13.1. To notify the Landlord before leaving the Property vacant for any continuous period of 14 days or more during the Tenancy;
- 3.13.2. To inform the Landlord or his Agent of any loss or damage to the Property and the Contents, promptly upon the damage coming to the attention of the Tenant;
- 3.13.3. To provide the Landlord or his Agent with details of any loss or damage, under clause 3.13.2 above, within a reasonable time of that loss or damage having come to the attention of the Tenant;
- 3.13.4. The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings with a reputable insurer.
- 3.14. Energy Performance Certificate ('EPC')
- 3.14.1. To confirm that the Tenant has been provided with a certificate that satisfies the requirements of the *Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007* prior to the signing of this Agreement.
- 3.15. End of the Tenancy
- 3.15.1. At the end or earlier termination of the Tenancy to give up the Property and all additions to it and all the Contents (apart from those the Tenant shall be entitled by law to remove) specified in Schedule 1 or the articles substituted for them in as good a state of repair and condition as they were at the beginning of the Tenancy (as detailed in Schedule 1) with the exception of fair wear and tear;
- 3.15.2. To leave the Contents at the end of the Tenancy in the rooms or places in which they were at the beginning of the Tenancy;
- 3.15.3. To attend or be represented at the inventory check-out, which will be arranged for the last day of the Tenancy, or by agreement on a day that is convenient to both parties;
- 3.15.4. To accept that the report of the inventory clerk or the Agent will be prepared at the second appointment if the Tenant or his Agent fails to attend a second appointment;

- 3.15.5. 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;
- 3.15.6. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Property at the end of the Tenancy;
- 3.15.7. To vacate the Property during normal office hours at a time agreed with the Landlord or the Agent;
- 3.15.8. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy;
- 3.15.9. To ensure that the oil tank (if applicable) is filled to the same level as at the start of the Tenancy or pay to have it filled to the same level;
- 3.15.10. To pay damages in an amount equal to the rent if the Property is incapable of being re-let or of beneficial use to the Landlord because the Tenant has left substantial goods in the Property, until such goods have been removed from the Property. The Landlord shall give the Tenant written notice requiring the removal of the goods at the forwarding address provided by the Tenant; or in the absence of any address, after making reasonable efforts to contact the Tenant. If the goods are not removed within 14 days of the notice being served, or 14 days of the Tenant leaving the Property if the Landlord is unable to contact the Tenant after having made reasonable attempts to do so, the Landlord shall be entitled to remove, store or dispose of any goods left by the Tenant in the Property. The Tenant will be liable for the reasonable costs of removal, storage and sale, such costs to be deducted from the proceeds or the Deposit, with any balance to be paid to the Tenant;
- 3.15.11. Any requirement to remove and store items left at the Property shall not extend to any perishable, disposable or dilapidated items or such items that, in the reasonable estimation of the Landlord or Agent, the cost of removal and storage is greater than the value of those items. The Landlord or Agent may dispose of such items without further reference to the Tenant and the Tenant will be responsible for all reasonable costs of removal and disposal;
- 3.15.12. To 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);
- 3.15.13. To pay for the cost of replacement keys or other security devices that have been lost and to pay any reasonable costs of the Landlord or Agent resulting from the loss of the keys or security device. To pay for replacement locks if keys are not returned at the end of the Tenancy.

3.16. Use of the Property

- 3.16.1. Not to carry on, or permit to be carried on, on or at the Property any profession, trade or business except with the written consent of the Landlord or Agent, such consent not to be unreasonably refused;
 - 3.16.2. To use the Property as a private residence for the Tenant and the Tenant's spouse or partner and children;
 - 3.16.3. Not to cause or permit the Property to become a house in multiple occupation without the Landlord's consent. If the Tenant wishes to have three or more occupiers from more than one family group within the Property, the Tenant must gain the Landlord's written consent;
 - 3.16.4. Not to use the Property in a manner which might lead to it becoming licensable under any part of the *Housing Act 2004* without the Landlord's consent;
 - 3.16.5. Not to use the Property in a manner which might lead to a condition of any license being granted under any part of the *Housing Act 2004* being breached;
 - 3.16.6. Not to register a company at the address of the Property without the written consent of the Landlord or Agent, such consent not to be unreasonably refused;
 - 3.16.7. Not to carry out any redecoration of the Property, or any part of it without the consent of the Landlord or the Agent, which will not be unreasonably withheld.
- 3.17. Improper use
- 3.17.1. Not to use the Property for illegal or immoral purposes nor to do, or permit to be done, any act or thing that may be or become a nuisance or cause damage or annoyance to the neighbours;
 - 3.17.2. Not to use or consume, or allow to be used or consumed, any drugs or any other substance that is, or becomes, prohibited or restricted by law, other than according to any conditions required for the legal use of such restricted substances.
- 3.18. Insurance
- 3.18.1. Not to contravene the terms of any insurance of the Property or do anything which would violate or increase the ordinary premium.
- 3.19. Subletting/sharing occupancy
- 3.19.1. Not to sublet, part with, or share the possession of all or part of the Property with any other person;
 - 3.19.2. Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Property.

- 3.20. Assignment
- 3.20.1. Not to assign this Agreement without first obtaining the Landlord's written consent. The Landlord will not unreasonably withhold or refuse consent;
 - 3.20.2. The Landlord may impose conditions on consent to an assignment including but not limited to:
 - 3.20.3. that the incoming Tenant passes the Landlord's reasonable credit checks and referencing requirements;
 - 3.20.4. that the incoming Tenant pays a deposit to the Landlord in an amount equal to that of the outgoing Tenant;
 - 3.20.5. that the incoming Tenant signs an agreement with the Landlord to comply with the terms of this Agreement.
- 3.21. Removal of Contents
- 3.21.1. Not to remove the Contents specified in Schedule 1, or any substituted Contents from the Property.
- 3.22. Advertisements, posters and placards
- 3.22.1. Not to affix or exhibit any form of advertisement placards, signs, posters or any other item in or at the Property.
- 3.23. Storage of inflammable goods and fire hazards
- 3.23.1. Not to store in, or on, the Property, any oil, paraffin or bottled gas;
 - 3.23.2. Not to use any portable appliances fuelled by oil, paraffin or bottled gas or to use any naked flame in the Property unless it is required for any cooking appliance or open fire.
- 3.24. Animals
- 3.24.1. Not to keep any animals on the Property [except for "Insert Details"] and not to allow said animal / animals to access the upstairs or bedrooms of the Property.
- 3.25. Laundry and drying clothes
- 3.25.1. Not to hang or allow to be hung any clothes or other articles on the outside of the Property, except in the areas (if any) designated for the purpose;
 - 3.25.2. To ensure when drying clothing that the Property is adequately ventilated to prevent condensation.
- 3.26. Aerials
- 3.26.1. Not to erect or permit to project outside the Property any wireless or television aerial or satellite dish or other construction without the Landlord's

or Agent's written consent, not to be unreasonably withheld, and the Landlord's agreement to the form of installation;

3.26.2. To pay all the costs of removal of any aerial or satellite dish installed without permission, and make good any damage done during the installation of an aerial or satellite dish, whether authorised or not.

3.27. Telephone

3.27.1. Not to disconnect the property for any existing landline connection.

3.28. Immigration status and right to rent

3.28.1. It is a condition of the Tenancy that, at all times during the Term, the Tenant and all other adult occupiers of the Property are not disqualified as a result of their immigration status from occupying the Property under a residential tenancy agreement as defined by the *Immigration Act 2014* ('the Act');

3.28.2. The Tenant shall, immediately on request by the Landlord or Agent, comply with such checks and provide such documents relating to the immigration status and right to rent of the Tenant and any other adult occupier as are necessary to enable the Landlord or Agent to comply with the prescribed requirements under the Act;

3.28.3. Where the Tenant or other adult occupier has a time limited right to rent the Tenant shall provide to the Landlord or Agent proof of their continued right to rent before expiry of that time limit. The Tenant shall comply with such further checks and provide such further documents relating to the immigration status and right to rent of the Tenant and any adult occupier as are necessary to enable the Landlord or Agent to comply with the prescribed requirements under the Act;

3.28.4. The Tenant shall notify the Landlord or Agent immediately if the immigration status of the Tenant or any adult occupier changes and/or they become disqualified from occupying the Property under a residential tenancy agreement.

SECTION C:

LANDLORD'S OBLIGATIONS

4. The Landlord agrees as follows:

4.1. Quiet enjoyment

- 4.1.1. During the Tenancy the Tenant may quietly enjoy the Property without any unlawful interruption by the Landlord or any person claiming under or in trust for the Landlord.

4.2. Repairs

- 4.2.1. To keep in repair the Contents, including all electrical and mechanical appliances belonging to the Landlord at the Property, unless the breakdown or lack of maintenance or repair is due to the negligence or misuse of the Tenant, his family or visitors;
- 4.2.2. To keep in repair the structure and exterior of the Property, including drains gutters and pipes; and to keep in repair and proper working order the installations in the Property for the supply of water, electricity and gas; the sanitary appliances; and the installations in the Property for space heating and heating water. (Section 11 of the *Landlord and Tenant Act 1985* imposes repairing obligations on the Landlord with which he must comply. The Tenant should also know that to 'keep in repair' means that the Landlord must carry out repairs even if the disrepair existed at the date the Tenancy was granted. The Tenant should also be aware that they must inform the Landlord of any repair that is required under these provisions. The Tenant may wish to consult a solicitor or Citizens Advice Bureau if they are unsure of the Landlord's obligations.);
- 4.2.3. To compensate the Tenant for any costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations.

4.3. Insurance

- 4.3.1. To insure the Property and the fixtures with a reputable insurer; against loss or damage by fire and all other normal risks. Nothing in this clause requires the Landlord to make a claim under any policy of insurance. To avoid doubt, this clause does not require the Landlord to insure any possessions belonging to the Tenant and the Tenant is strongly advised to take out his own policy of insurance for any items kept at the Property belonging to the Tenant;
- 4.3.2. To agree that if the whole or a proportion of the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, the whole or a proportion of the 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 anything done or not done by the Tenant, his family or his visitors or the

insurer pays to re-house the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant;

- 4.3.3. To agree that if the Property is not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party. To avoid doubt between the parties the right to terminate does not affect the rights of the Landlord or the Tenant to pursue compensation for any breach of the Tenancy Agreement.

4.4. Safety regulations

- 4.4.1. To comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended);
- 4.4.2. To comply with the Gas Safety (Installation and Use) Regulations 1998 and give a copy of the safety check record to the Tenant at the start of the Tenancy;
- 4.4.3. To ensure that any electrician carrying out electrical work at the Property is a member of an approved scheme;
- 4.4.4. To comply with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 and confirm that the smoke and carbon monoxide alarms at the Property have been checked and are in working order at the start of the Tenancy.

4.5. Inventory and check-out [Optional clauses]

- 4.5.1. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy;
- 4.5.2. To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy;
- 4.5.3. To pay for the cost of checking the Inventory and Schedule of Condition at the termination of the Tenancy.

4.6. Possessions and refuse

- 4.6.1. To remove, or pay for the removal of, all the possessions of the Landlord that are not to be used by the Tenant during the Term, and any rubbish, prior to the start of the Tenancy.

4.7. Taxation

- 4.7.1. To agree that if the Landlord is not resident in the UK for more than six months in the tax year the Landlord will appoint a rent collection agent or the Tenant will deduct tax at basic rate and remit it to Her Majesty's Customs and Excise on a quarterly basis. The Landlord will keep the Tenant indemnified against any tax, charge, interest, or fine levied against the Tenant by Her Majesty's Customs and Excise due to any failure by the Landlord to advise the Tenant of his residency status for tax purposes.

SECTION D:

GENERAL OBLIGATIONS

The Landlord and the Tenant agree as follows:

5. The Deposit

5.1. The Deposit

- 5.1.1. The Deposit of £ [insert amount] will be paid by the Tenant/[insert name] on behalf of the Tenant [delete 'the Tenant' or '[insert name] on behalf of the Tenant' as appropriate] to the Landlord/Agent [delete as appropriate] who is a member of the Tenancy Deposit Scheme run by The Dispute Service ('TDS');
- 5.1.2. The Landlord/Agent [delete as appropriate] will lodge the Deposit with the Tenancy Deposit Scheme run by The Dispute Service ('TDS') within 30 days of the Deposit being taken. The terms and conditions and Alternative Dispute Resolution rules governing the protection of the Deposit including the repayment process can be found on the website www.tenancydepositscheme.com For further information on tenancy deposit protection in general the Tenant can visit www.gov.uk/tenancy-deposit-protection/overview;
- 5.1.3. Any interest earned will belong to the Landlord.
- 5.1.4. 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 5.1.8 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 5.1.8;
- 5.1.5. If there is more than one Tenant the Landlord or the Agent may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address;
- 5.1.6. 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 14 days of the Tenant receiving that request in writing;
- 5.1.7. 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;
- 5.1.8. The Deposit has been taken for the following purposes:
 - 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 Term, insured risks and repairs that are the responsibility of the Landlord;

- The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of the Tenant's obligations under the tenancy Agreement, including those relating to the cleaning of the Property, its fixtures and fittings;
- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable;
- Any rent or other money due or payable by the Tenant to the Agent or the Landlord under the Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Agreement.

5.2. Protection of the Deposit

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

The Dispute Service Limited

West Wing, First Floor
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG

Phone 0300 037 1000
Email deposits@tenancydepositscheme.com
Web www.tenancydepositscheme.com

5.3. At the end of the Tenancy

5.3.1. As soon as is practicable at the end of the Agreement, the Member should inform the Tenant whether any deductions are proposed. The notice shall specify the amounts to be deducted and the reasons. If there is no dispute, the Deposit will be allocated according to the deductions agreed. No deduction will be made from the Deposit without the written consent of both parties and, if agreement cannot be reached, any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication. 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 the Prescribed Information at Schedule 2.

5.4. Joint tenancy consent for adjudication

5.4.1. If there are 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 Term.

5.5. Other terms

5.5.1. The holding and use of the Deposit shall not affect any other rights and remedies available to the Landlord under the terms, whether express or implied, of this Agreement;

5.5.2. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 5.1.10.

6. It is further agreed as follows:

6.1. Inventory check

6.1.1. At the end of the Tenancy there will be an inventory check to which the Tenant will be invited to attend. If neither the Tenant nor his representative attends the inventory check without a reasonable excuse, the Landlord or his Agent may assess in the absence of the Tenant any sums due for damage to the Property or the Contents.

6.2. Joint and several liability

6.2.1. Obligations owed by or to more than one person are joint and several obligations. This means that each individual of the persons who collectively form the Tenant is individually responsible for the Tenant's undertakings and restrictions as a group and as an individual in this Agreement and each Landlord is individually responsible as a group and as an individual for the Landlord's obligations in this Agreement.

6.3. General

6.3.1. 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.

6.4. Interpretation

Within this Agreement the following interpretation and definitions apply:

6.4.1. 'Agreement' means this tenancy agreement which the Tenant is entering into with the Landlord that contains both the Tenant's and Landlord's obligations;

6.4.2. '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;

6.4.3. 'Tenant' means anyone entitled to possession of the Property under this Agreement;

- 6.4.4. 'Joint and several' means that when more than one person comprises 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. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full;
- 6.4.5. 'Guarantor' means the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not;
- 6.4.6. 'Agent' means Cooke & Arkwright, 10 Bridgend Business Centre, Bennett Street, Bridgend, CF31 3SH or anyone who subsequently takes over the rights and obligations of the Agent;
- 6.4.7. 'Property' means 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;
- 6.4.8. 'Contents' means any of the Landlord's fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings;
- 6.4.9. 'Inventory' or '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 and any other matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or shortly thereafter;
- 6.4.10. 'Term' or 'Tenancy' means the fixed term of this Agreement, any extensions, renewals, continuation and any statutory periodic tenancy which arises after the end of the fixed term;
- 6.4.11. 'Deposit' means the money taken by the Agent in a stakeholder capacity at the start of the Tenancy and held by the Agent in case the Tenant fails to comply with the obligations in this Agreement;
- 6.4.12. 'Emergency' includes where there is a risk of injury or damage to the fabric of the Property or Fixtures and Fittings contained in the Premises;
- 6.4.13. 'TDS' means The Dispute Service, which manages the Tenancy Deposit Scheme and whose details are shown in the Tenancy Agreement;
- 6.4.14. 'Deposit Holder' in the Prescribed Information means the person, firm or company who holds the Deposit under this Agreement and is a member of the TDS;

- 6.4.15. 'Relevant Person' in the Prescribed Information means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor;
- 6.4.16. References to the singular include the plural and references to the masculine include the feminine;
- 6.4.17. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

6.5. Acceptance of rent

- 6.5.1. The acceptance of rent after the Tenant has breached any of his obligations contained within this Agreement shall not prejudice the Landlord's right to enforce compliance with this Agreement.
- 6.5.2. Costs of Variation, Assignment and Novation
- 6.5.3. The Tenant agrees to pay to the Landlord or the Agent the reasonable administration charges costs in consideration of arranging the variation, assignment or novation of Tenancy at the Tenant's request.

7. Recovery of possession

The following clauses set out the ways in which the Landlord may recover possession of the Property. If either party is unsure of their rights or requires further clarification they should consult a solicitor or their local Citizens Advice Bureau.

- 7.1. If and whenever during the Term:
 - 7.1.1. the Rent or any part of it is in arrears for 14 days after it has become due (whether legally demanded or not)
 - 7.1.2. there is a breach of any of the obligations or agreements on the part of the Tenant, or
 - 7.1.3. any of the grounds for possession in the Housing Act 1988, Schedule 2 apply
 - 7.1.4. the Landlord may re-enter upon and take possession of the Property or any part in the name of the whole, resuming possession of the furniture and effects and immediately thereupon the tenancy shall be determined. But the Landlord will not, while the Tenant is residing in the Property, physically retake possession without first obtaining a Court Order. This clause does not prejudice any other rights or remedies that the Landlord may have in respect of the Tenant's obligations under this Agreement.

8. Provisions for the serving of notices

- 8.1. Provision for the serving of notices by the Landlord or Agent
 - 8.1.1. Any notice served by the Landlord on the Tenant must be served in writing and will be deemed sufficiently served if sent by ordinary first class post to

or left at the Property, and will be deemed served the next day after posting or leaving;

8.1.2. [Optional Clause] Subject to clause 8.1.3 the Tenant agrees that any notices given under or in connection with this Agreement that are required to be given in writing may alternatively be emailed. Notices that are emailed shall be taken to be received the day after being sent. The Tenant's email address for this purpose is: **[ADDRESS]**;

8.1.3. Any notice given under section 8 or section 21 of the Housing Act 1988 must always be given to the Tenant in hard copy in accordance with clause 8.1.1 above.

8.2. Provision for the serving of notices by the Tenant or his Agent

8.2.1. Any notice served by the Tenant on the Landlord must be served in writing and will be deemed sufficiently served if sent by ordinary first class post to or left at the address given for the Landlord in this agreement, or such address as has been notified to the Tenant in writing as replacing it from time to time, and will be deemed served the next day after posting or leaving.

8.3. Early termination

8.3.1. If the Tenant vacates the Property during the Term, apart from according to any agreed break clause which is included in the Agreement, the Tenant will remain liable to pay rent and any other monies payable under this Agreement until the Term expires.

EXAMPLE

SECTION E:
SPECIAL CONDITIONS

The Tenant hereby agrees with the Landlord as follows :-

9. **[Optional Clause]** To have the cesspit emptied on a regular basis as necessary and immediately before vacation of the Property and to pay the cost thereof on each and every occasion and to produce a copy of the contractor's invoice to the Landlord
10. To regularly clean all carpets and curtains (where included) so that these are kept in a clean condition at all times
11. To regularly clean the interior of the oven so that this is kept in a clean condition at all times
12. By 12:00 noon on last day of tenancy to have removed all his possessions and those possessions of his household from the Property and to have returned all the keys of the Property to the Landlord or his Agent and to leave the Property in a neat tidy and clean condition
13. Not to store/site any caravans at the Property
14. Not to smoke or to allow others to smoke in the Property
15. Not to drill holes or make fixings for the wall mounting of televisions or hi-fi equipment or any other equipment within the Property
16. On vacation of the Property to arrange for the interior of the Property including any carpets and curtains to be cleaned so that the Property is returned in a fully clean and serviceable condition on termination of the Tenancy
17. **[Optional Clause]*EITHER*** To ensure that the amount of heating oil/fuel in the tank at the end of the Tenancy is not less than the amount of heating oil/fuel in the tank at the commencement of the Tenancy or otherwise to pay for any reduction. The amount of heating oil/fuel in the tank at the commencement of the Tenancy is agreed to be **** litres. / The amount of heating oil/fuel in the tank at the commencement of the Tenancy is agreed to be **** as measured on a dipstick.
18. ***OR*** On commencement of the Tenancy to pay the Landlord an amount of £*** for the **** litres of heating oil/fuel in the tank
19. **[Optional Clause]** To service the aga/Rayburn/stove at not more than yearly intervals from the start of the Tenancy and also at the end of the Tenancy and to produce a copy of the contractor's invoice to the Landlord
20. **[Optional Clause]** The Tenant shall enjoy a right of way for himself his family visitors and other authorised persons on foot or by motorcar over the track shown for the purpose of identification only coloured in brown on the plan attached to this Agreement subject to the Tenant immediately reinstating any damage caused to the surface or base of the track caused by or arising from the exercising of this right of way where the damage is not due to natural wear and tear, but due to the fault of the tenant.

21. To pay the rent by regular bankers Standing Order on the due dates into Bank Account Number 30465895, Sort Code 20-12-25 at Barclays Bank plc, P O Box 23, 36 Dunraven Place, Bridgend, CF31 1HY
22. The Landlord has the permission of the Tenant to register the Tenant's occupation of the property with the Local Authority and statutory undertakers and in accordance with the Water Industry (Undertakers Wholly or Mainly in Wales) (Information about Non-Owner Occupiers) Regulations 2014

EXAMPLE

SECTION F:
THE GUARANTOR

23. [Option Clause is Guarantor is required] The Landlord and the Guarantor agree that :-

- 23.1. The Guarantor unconditionally and irrevocably covenants with and guarantees to the Landlord that the Tenant will pay the rent and other sums payable when the same falls due and fully discharge his obligations under the terms of this Tenancy Agreement for the term of this Tenancy Agreement and for any period thereafter that the Tenant shall holdover or remain in occupation of the premises
- 23.2. The guarantee and covenant contained in Clause 23.1 shall impose on the Guarantor the same liability as if the Guarantor were himself the principal debtor in respect of the rent payable and fully liable for all obligations of the Tenant under the terms of this Tenancy Agreement
- 23.3. The liability of the Guarantor shall be a joint and several liability with the Tenant for the rent due and other sums payable and other obligations of the Tenant in accordance with this Tenancy Agreement
- 23.4. The Landlord may enforce his rights against the Guarantor without first making a demand on or taking proceedings against the Tenant; or having recourse to any other security or bond which may from time to time be held by the Landlord in respect of the Tenant's obligations under the terms of this Tenancy Agreement
- 23.5. No failure or delay on the part of the Landlord to exercise any power, right or remedy under the terms of this Tenancy Agreement or at law shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any such power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy
- 23.6. Any notice, demand or legal process to be served on the Guarantor by the Landlord in connection with this Agreement or the Tenancy granted under it shall be sufficiently served if delivered to or if sent by registered or recorded delivery post to the Guarantor at his address stated in this Agreement
- 23.7. In this Agreement (where appropriate) words having the masculine gender shall be deemed to include the feminine gender and singular words shall include plural and vice versa and where the Guarantor is more than one person covenants entered into with them shall be entered into by them jointly and severally

**Signed by the Landlord/
Authorised Signatory**

Signature:

(Name in CAPITALS):

COOKE & ARKWRIGHT as Agents for the Landlord "Insert Details"

In the Presence of:

Signature

(Name in CAPITALS)

Address:

Occupation:

EXAMPLE

Signed by the Tenant:

Signature:

(Name in CAPITALS):

"Insert Details"

In the Presence of:

Signature

(Name in CAPITALS)

Address:

Occupation:

Signed by the Tenant:

Signature:

(Name in CAPITALS):

"Insert Details"

In the Presence of:

Signature

(Name in CAPITALS)

Address:

Occupation:

Signed by the Guarantor:

Signature:

(Name in CAPITALS):

"Insert Details"

In the Presence of:

Signature

(Name in CAPITALS)

Address:

Occupation:

EXAMPLE

SCHEDULE 1
THE SCHEDULE OF CONDITION AND CONTENTS
(THE INVENTORY)

<u>Location/Room</u>	<u>Contents/Item</u>	<u>Condition</u>	<u>Photograph Numbers (Schedule 4)</u>
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Room and contents in good repair and decorative order throughout except for "Insert Details"

Room and contents in good repair and decorative order throughout except for "Insert Details"

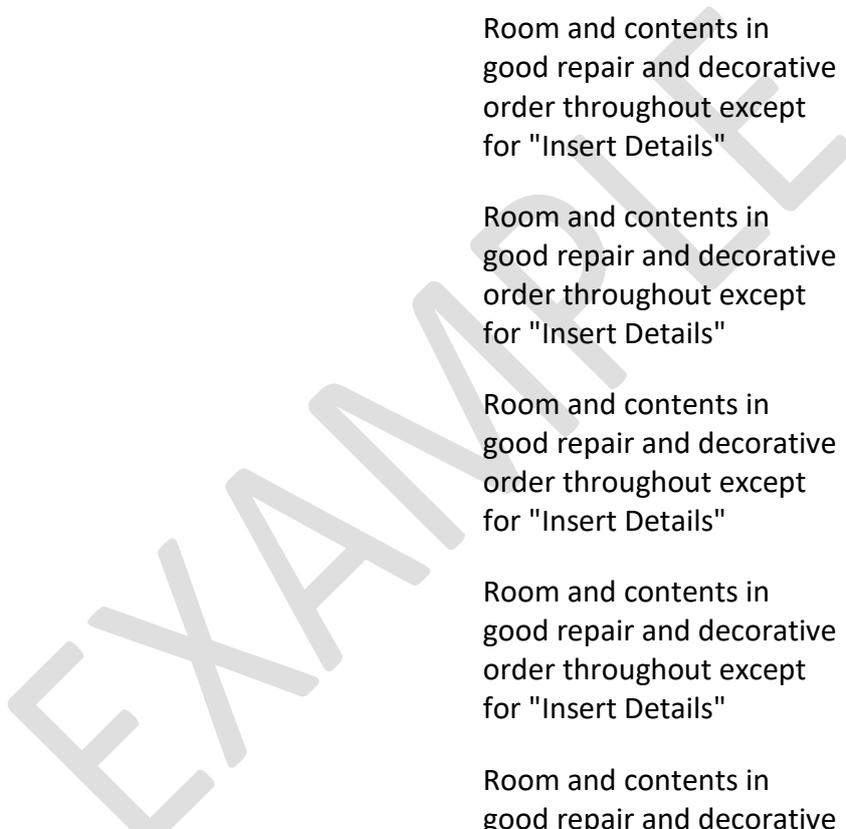
Room and contents in good repair and decorative order throughout except for "Insert Details"

Room and contents in good repair and decorative order throughout except for "Insert Details"

Room and contents in good repair and decorative order throughout except for "Insert Details"

Room and contents in good repair and decorative order throughout except for "Insert Details"

Room and contents in good repair and decorative order throughout except for "Insert Details"



SCHEDULE 2
TENANCY DEPOSIT PROTECTION
PRESCRIBED INFORMATION

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

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

The Dispute Service Limited

West Wing, First Floor
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG

Phone 0300 037 1000

Email deposits@tenancydepositscheme.com

Web www.tenancydepositscheme.com

- (b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.
- (c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the Tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.
- (d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*
- (e) The procedures that apply where the Landlord and the Tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?*

More detailed information is available on: www.tenancydepositscheme.com

- (f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

More detailed information is available on: www.tenancydepositscheme.com

(i) THE DEPOSIT

The amount of the deposit paid is £"Insert Details"

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

"Insert Details"

(iii) DETAILS OF THE LANDLORD(S)

Name(s) "Insert Details"

Address "Insert Details"

Email Address "Insert Details"

Telephone Number "Insert Details"

(iv) DETAILS OF THE TENANT(S)

Please provide the details requested in (iv) for each Tenant and for each relevant person (ie anyone who has arranged to pay the deposit on the Tenant's behalf).

Name(s) "Insert Details"

Address "Insert Details"

Email Address "Insert Details"

Telephone Number "Insert Details"

Name(s) "Insert Details"

Address "Insert Details"

Email Address "Insert Details"

Telephone Number "Insert Details"

ADD MORE TENANTS IF REQUIRED

Details for the Tenant(s) to be used *at the end of the tenancy*

Name(s) "Insert Details"

Address "Insert Details"

Email Address "Insert Details"

Telephone Number "Insert Details"

Name(s) "Insert Details"
Address "Insert Details"
Email Address "Insert Details"
Telephone Number "Insert Details"

ADD MORE TENANTS IF REQUIRED

(v) RELEVANT PERSON'S CONTACT DETAILS

If there is a relevant person (ie 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.

(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 Landlords by reference to the terms of the tenancy are set out in Clause 5 in Section D 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 TDS or by the court.

(vii) CONFIRMATION

The Landlord certifies and confirms that:

- a) the information provided is accurate to the best of my/our knowledge and belief and
- b) 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

"Insert Details"

The Tenant confirms that:

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

Signed by Tenant(s)

"Insert Details"

"Insert Details"

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.

EXAMPLE

SCHEDULE 3

DEMISE OF PROPERTY

"Insert Address of Property"

as shown edged/coloured in red on the plan attached.

EXAMPLE

SCHEDULE 4

PHOTOGRAPHS

EXAMPLE