

# ASSURED SHORTHOLD TENANCY AGREEMENT

## for letting a residential dwelling

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### 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. Take advice if necessary.

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord, the Tenant and the Guarantor (if applicable). It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

**Landlord(s)** [LANDLORDS NAME]  
**Landlord's Agent** **Centrick Property Lettings**  
**16 Commercial Street**  
**Birmingham**  
**B1 1RS**

*Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address*

**Tenant(s)** [TENANTS NAME]  
**Guarantor if applicable** [GUARANTORS NAME]  
**Property** The dwelling known as [PROPERTY ADDRESS]  
**Contents** The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory  
**Term** For the term of [TERM] months commencing on [TENANCY START DATE]  
**Rent** £ [RENT AMOUNT] monthly  
**Payment** in advance by equal standing order payments on the [DAY] of each month  
**Deposit** A deposit of £ [DEPOSIT AMOUNT] is paid by the Tenant to the Landlord/Agent. The deposit is held by the Agent as Stakeholder. The Agent/Landlord is a member of the Tenancy Deposit Scheme.  
**Interest** Any interest earned will belong to the agent  
**ICE** The ICE (Independent Case Examiner) is defined to be that person appointed by The Dispute Service to examine those disputes that have been referred to The Dispute Service  
**Member** The Member refers to either the Agent or Landlord, whoever is registered with The Dispute Service for the purposes of holding the deposit  
**Stakeholder** refers to how the deposit is held on behalf of the Tenant according to the rules of The Dispute Service

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The Deposit has been taken for the following purposes:

Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.

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.

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.

Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

**The Tenant agrees with the Landlord:**

**3. Rent, charges & utilities**

(3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. If you are required to pay by standing order, payments received by an alternative method can be subject to a £25 processing fee.

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. Should a tenant or utility provider choose to install a pre-payment meter during the tenancy, without the landlord's prior written authorisation, the Tenant agrees to bear the cost of reverting this to the original meter type at the end of the Tenancy. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above

(3.3) To pay the cost of maintaining a valid television licence throughout the tenancy where there is a television in the Property

Tenant Initials \_\_\_\_\_

Landlord/agent Initials \_\_\_\_\_

Guarantor Initials \_\_\_\_\_

(3.4) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses. That in the event of the rent falling into arrears the following administrative charges will become due: £50 if there are arrears outstanding for more than 1 week (7 days), an additional £50 should the arrears remain outstanding for a further week (14 days), an additional £50 if there is an outstanding balance for a third week, after that period the tenant will pay interest on any outstanding balance at the rate of 4.5% per day above the Bank of England Base Rate.

(3.5) Disclosure of Tenant's details to Spark Energy

(3.5.1) At the start of the lease gas and electricity will be provided, or will be in the process of being provided by Spark Energy Supply Limited ("Spark Energy"). However this will not prevent the Tenant from changing to a different energy provider if desired.

(3.5.2) The Tenant agrees that the letting agent may pass the Tenant's name and contact details to Spark Energy for the purposes of:

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

(3.5.3) Spark Energy will use the Tenant's details only for the purposes set out above and not in any other way. Spark Energy will comply with its obligations as a data controller in the Data Protection Act 1998 and will handle Tenant's data in the manner set out in Spark Energy's standard terms and conditions and/or privacy notice. If the Tenant has any questions regarding details or use of the Tenant's data held by Spark Energy, the Tenant may contact Spark Energy at Ettrick Riverside, Dunsdale Road, Selkirk TD7 5EB or customerservice@sparkenergy.co.uk or 0345 034 7474

#### 4. Use of the Property

(4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement, to be agreed in writing. In the case that the landlord permits additional occupants to reside at the property from the start of the tenancy, and solely during the above named tenant's occupation, they will be listed in Clause 13.

(4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so. The Property may not be registered as a business address.

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises

(4.5) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to permit smoking inside the premises.

(4.7) Not to use the Property for any illegal or immoral purposes

(4.8) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is available on request

#### 5. Repairs

(5.1) Not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord not to be unreasonably refused

(5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed. The tenant will cover the cost of damage to internal doors, plaster surfaces, tiling, sanitary fittings, and Landlord's contents including carpets, flooring, curtains and fabric coverings etc whether caused by accident, negligence or intent on the part of the Tenant or a visitor during the tenancy.

(5.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property. Should a replacement of broken or damaged goods be necessary, this will be paid for by the tenant at an agreed cost, but chosen by the landlord.

(5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy

(5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

Tenant Initials \_\_\_\_\_

Landlord/agent Initials \_\_\_\_\_

Guarantor Initials \_\_\_\_\_

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests

(5.7) To clean all windows on a regular basis and at the expiration of the tenancy. In the case of an apartment, this may only apply to interior windows.

(5.8) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant

(5.9) To fix loose or unattached door furniture, door locks, window stays, kitchen cupboards, units and/or bathroom cupboards, or cover the cost of a contractor to do the same.

(5.10) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage. Sellotape, BluTac and glue must not be used directly on the walls or doors within the Property.

(5.11) To take all reasonable precautions to prevent damage by frost

(5.12) In order to comply with the Gas Safety Regulations, it is necessary:

(a) that the ventilators provided for this purpose in the Property should not be blocked

(b) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent

(5.13) Not to cause any blockage to the drains, pipes, sinks or baths. The Tenant will cover the cost of the repair and unblocking of any such item caused by hair, food, sanitary items, nappies etc.

(5.14) Not to introduce into the property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.15) To maintain any smoke and carbon monoxide alarms in working order, to test alarms at least once a month and replace batteries as soon as they run out (a charge will be made for replacing batteries in alarms that are found not to be working at the end of the tenancy)

(5.16) To renew batteries to door bells, clock timers and other items supplied by the landlord (if any)

(5.17) To keep all electric lights in good working order and replace when necessary all light bulbs, lamps, fluorescent strip lights, charges, chokers and diffusers. To renew electrical fuses, whether connected to the mains or to the landlords appliances (if any).

(5.18) To be responsible for re-lighting of pilot lights, bleeding central heaters and setting thermostatic or timer controls, or cover the cost for a contractor to do the same

(5.18) To replace any disposable filters, vacuum bags etc. at the end of the tenancy

(5.19) Not to leave any item of rubbish in the grounds or in front of the property except on the normal refuse collections days. In the case of apartments, any refuse must be placed fully covered in the receptacle bins provided within the bin store and at no time should waste be left in any communal corridor or outside the apartment door inside the building.

(5.20) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property

(5.21) The tenant will be liable for any reasonable charge or other cost incurred as a result of missed appointments where a prior arrangement has been made for a tradesman to visit. Should a tradesman be called out due to the tenants operator error, the tenant will pay for the contractor to attend.

(5.22) To take reasonable and prudent steps to adequately heat & ventilate the property in order to help prevent condensation. Where such consideration may occur, to take care to promptly wipe down & clean surfaces as required from time to time to stop the build-up of mould growth or damage to the property, and/or its fixtures & fittings

## 6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement

(6.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant at least 24 hours' notice

(6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it.

(6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary

(6.6) Tenants may wish to take out insurance to cover their own possessions as Landlord's insurance does not cover Tenants' possessions. It is advised that Tenants have accidental damage cover for the Landlord's fixtures, fittings and furniture within the property

Tenant Initials \_\_\_\_\_

Landlord/agent Initials \_\_\_\_\_

Guarantor Initials \_\_\_\_\_

(6.7) Under the terms of the Tenant Agreement, the Landlord is only responsible for insuring the building. The landlord of the property hereby agrees to enter into a tenancy agreement with the tenant/s named herein, upon the condition that there is also a requirement within that Agreement for the tenant to arrange adequate liability insurance for the period of the tenancy for an amount that the landlord or his agent deem to be sufficient but to a minimum level of £2500.00 to protect the landlords fixtures and fittings against accidental damage caused by the tenant(s) and their visitors.

The ingoing inventory will be used as a mechanism in which to compare and assess any damage at the end of tenancy. The tenant agrees and accepts that the insurance held by the Landlord does not cover the tenant's belongings, and tenants are therefore responsible for taking out contents insurance to protect their own contents and valuables if they so require this insurance cover.

## 7. End of tenancy

(7.1) **The tenant agrees to confirm in writing to the landlord or agent no later than 2 months prior to the end of their tenancy of their intentions to vacate the property.** If notice is not received, then the landlord gives reasonable agreement to allow the tenancy to continue on a periodic basis (subject to 2 months' written notice from the tenant or 2 months written notice from the landlord)

(7.2) To return the Property and Contents at the end of the tenancy in the same state or condition as they were at the commencement of the tenancy.

(7.3) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(7.4) To provide the landlord or agent with a forwarding address that can be passed to third parties directly relating to the let of the property such as utilities or water suppliers or environmental services or other similar services or Council Tax incurred at the property/premises for which the tenant is liable.

(7.5) 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.

(7.6) If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

(7.7) The Tenant should inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy 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.

(7.8) 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 differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to clause 7.10 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

(7.9) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (7.5 & 7.6) above.

(7.10) If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

## 8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination.

9. Subject to the condition that the Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:

(a) pay the rent (or any part of it) within 14 days of the date on which it is due; or

(b) comply with the obligations set out in the agreement,

then the landlord may re-enter the Property and end the Tenancy.

**This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property**

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

(10.1) The landlord will maintain or repair any electrical appliances which are listed in the inventory, except where the damage or need for repair is as a result of the tenant or tenant's guests or visitors misuse or deliberate damage. In determining the standard of repair required by the landlord under this clause, regard shall be had to the age, character and prospective life of the appliance and the locality in which it is situated. The landlord will not repair or maintain fixtures, fittings and appliances belonging to the tenant.

Tenant Initials \_\_\_\_\_

Landlord/agent Initials \_\_\_\_\_

Guarantor Initials \_\_\_\_\_

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

**12. The parties agree:**

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

13. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

**THE FIRST SCHEDULE** (attach a separate sheet if necessary)

Special conditions:

(13.1) A charge £110.00 (one hundred and ten pounds) inclusive of vat (may be subject to future amendments) will be levied to the Tenant and the charge will fall due at the end of this fixed term. To continue your Tenancy beyond this fixed term for a further fixed term (subject to landlord approval).

A charge £150.00 (one hundred and fifty pounds) inclusive of vat (may be subject to future amendments) will be levied to the Tenant and the charge will fall due at the end of this fixed term. To continue your Tenancy beyond this fixed term on a periodic basis (subject to landlord approval).

(13.2) Notwithstanding clause 7.2, the tenant agrees to pay for a professional clean to be carried out by the Landlord's contractor once the property has been vacated. Should a Tenant reside in the property for over 12 months the Tenant agrees to either pay for the landlord's contractor to carry out a professional carpet and upholstery clean at the end of the tenancy as per the pricelist issued, or provide a contractor's invoice showing work carried out no more than 14 days prior to vacation. Carpet or upholstery cleaning requirements for shorter tenancies will be assessed during the check out inspection.

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

**In the presence of :-**

.....

Name .....

Date.....

Address .....

.....

Occupation .....

Witness Signature .....

**SIGNED by the TENANT(S) :-**

**In the presence of :-**

.....

Name .....

.....

Address .....

.....

.....

.....

Occupation .....

Date.....

Witness Signature .....

Tenant Initials \_\_\_\_\_

Landlord/agent Initials \_\_\_\_\_

Guarantor Initials \_\_\_\_\_

# Prescribed Information

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

A1 Address of the property to which the tenancy relates  
**[TENANCY ADDRESS]**

Details of the deposit holder(s)

A2 Name(s)

**Centrick Property Lettings**

A3 Actual address  
**York House  
38 Great Charles Street  
Birmingham  
B3 3JY**

A4 E mail address (if applicable)

**lettings@centrickproperty.co.uk**

A5 Telephone number

**03330 124134**

A6 Fax number (if applicable)

**N/A**

Details of tenant(s)

A7 Name(s)

**[NAME OF TENANTS]**

A8 Address(es) for contact after the tenancy ends (if known)

A9 E mail address(es) (if applicable): **[TENANTS EMAIL ADDRESS]**

A10 Mobile number(s) (if applicable): **[TENANTS MOBILE NUMBERS]**

A11 Fax number(s) (if applicable): **N/A**

Please provide the details requested in A 7-11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

## The deposit

A12 The deposit is **£ [DEPOSIT AMOUNT]**

A13 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A14 A leaflet entitled *What is the Tenancy Deposit Scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being *Centrick Property*.

Tenant Initials \_\_\_\_\_

Landlord/agent Initials \_\_\_\_\_

Guarantor Initials \_\_\_\_\_

**At the end of the tenancy**

A15 The deposit will be released following the procedures set out in clauses of the Tenancy Agreement attached.

A16 Deductions may be made from the Deposit according to the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

A17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the Tenancy Deposit Scheme?*, which is attached to this document. More detailed information is available on: [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)

A18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:

- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
- determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do
- allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

A19 A formal record of these activities should be made, supported by appropriate documentation.

A20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

A21 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent (*delete if landlord*) and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

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

**Signed by the Tenant(s) :-**

.....

**Signed by the Landlord/Agent :-**

.....

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

**The Dispute Service Ltd**

PO Box 1255  
Hemel Hempstead  
Herts HP1 9GN

*phone* 0845 226 7837

*web* [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)

*email* [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

*fax* 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

Tenant Initials \_\_\_\_\_

Landlord/agent Initials \_\_\_\_\_

Guarantor Initials \_\_\_\_\_