

LETTINGS

Assured shorthold tenancy agreement



**ASTON
VAUGHAN**
Sales and Lettings



20th of May 2015

ASSURED SHORTHOLD TENANCY AGREEMENT

relating to

Room 2, Jack Straws Castle, 12 North End Way, Hampstead, LONDON, NW3 4ES

between

Leo 1 and Leo 2

and

Frank, Theresa Davis, Stella Lange, R MLarsen, and Bob Lange

This agreement is dated: the date of execution set out in the audit trail to this document.

Parties

(1) Leo 1, and Leo 2
c/o Your Agency Name, 17 Watersmead Drive, Littlehampton, BN176GH
01 811 8055

(Landlord)

(2) Frank of 3 Rivermead Cottages Mill Lane, Shiplake, HENLEY ON THAMES, RG9 3LZ

fmaroudas@goodlord.co

Theresa Davis of 123 happy street , Brighton, BN12 3BN
123456
test@hgoodlord.co

Stella Lange of 32 Heath Drive, LONDON, London, ENGLAND, NW3 7SB

stellalange@goodlord.co

R MLarsen of BOX 502831, DUBAI, BOX 502831

nicole.test@goodlord.co

Bob Lange of 32 Heath Drive, LONDON, London, ENGLAND, NW3 7SB

stellalange.test@goodlord.co

(Tenant)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

- Agent:** means Your Agency Name whose 17 Watersmead Drive, Littlehampton, BN176GH and being the company responsible for letting or managing the Property.
- Contents:** the furniture, furnishings, fixtures, fittings or effects, floor, ceiling or wall coverings and any other items set out in the Inventory and Schedule of Condition.
- Deposit:** £2000 and means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
- First Rent Payment Date:** 30th November 2015
- HA 1988:** Housing Act 1988.
- HA 2004:** Housing Act 2004.
- Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.
- Interested Persons:** means process servers, enforcement officers, bailiffs, local authorities, utility providers, debt collectors and judgment creditors and their legal advisers or agents.
- Inventory and Schedule of Condition:** the list of Contents and description of the condition of the Property, which shall be given to the Tenant at the start of the Tenancy.
- Lawful Occupiers:** any person allowed to live at the Property under licence to the Tenant and whereby no tenancy is created between the licensee and the Tenant, nor the licensee and the Landlord.
- LTA 1985:** Landlord and Tenant Act 1985.

Property: Room 2, Jack Straws Castle, 12 North End Way, Hampstead, LONDON, NW3 4ES and includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.

Rent: £1,885.00 per month.

Rent Payment Dates: The "Rent Due Date" will be 10th day of each month during the Term of this agreement.

Scheme Administrator: administrator of an Insured TDS.

Stakeholder: means a person or body who holds the Deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed in writing by the parties to the tenancy agreement, determined by the ADR process, or ordered by a court.

TDS: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Tenancy: the tenancy created under this agreement and any statutory periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Term: a fixed term of 6 Months from and including 30th of November 2014.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to an agreement is a reference to this agreement.

1.9 A reference to **writing** or **written** includes fax and email.

1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.12 References to clauses are to the clauses of this agreement.

1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.

1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they shall be liable for all sums due under the agreement, not just liable for a proportionate part.

1.15 The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. Grant of the Tenancy

2.1 The Landlord lets the Property to the Tenant for the Term.

2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

3. Contents

3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.

3.2 The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDS in which the Deposit is held.

4. Rent

4.1 The Tenant shall pay the Rent in advance on or before the Rent Payment Dates.

4.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.

4.3 The Tenant shall pay interest at the rate of 4% per annum above Barclays Bank base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the rent should have been paid until the date the rent is actually paid.

4.4 The Tenant shall pay late rent charges at £60 (£50+VAT) for each instance of late rent payment (in full or in part) of more than 5 working days from due

4.5 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.

4.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

5. Deposit

5.1 The Agent acknowledges receipt of the Deposit from the Tenant.

5.2 The Deposit is held by the Agent as stakeholder in a nominated client account. Any interest earned on the Deposit shall be retained by the Agent.

5.3 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 5.6 of this Agreement.

5.4 After the end of the Tenancy the Agent shall return the Deposit to the Tenant (but subject to clause 5.6), except in case of dispute subject to any deductions made under the Agreement, as soon as administratively possible after the end of the Tenancy or any extension of it. The deposit (or appropriate balance) will be returned to the tenant by cheque, or bank draft or direct electronic bank transfer and where the tenant comprises more than one person, the deposit (or appropriate balance) will be returned to the first person named as 'Tenant' on the tenancy agreement, unless all the joint tenants give written instructions to the contrary.

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

5.6 The Agent with the consent of the Landlord and the Tenant may deduct monies from the Deposit to compensate the Agent for losses caused for any or all of the following reasons:

- (a) any damage to or cleaning of the Property and Contents caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
- (b) any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence);
- (c) any sum repayable by the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent, by the local authority;
- (d) any other breach by the Tenant of the terms of this Agreement;

- (e) any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
- (f) any outstanding invoiced amounts due from the Tenant;
- (g) any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Property;
- (h) any unpaid council tax;
- (i) any unpaid telephone charges;
- (j) in respect of a Judgement set out in a Court Order where arrears or damages are awarded to the Landlord.

5.7 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.

5.8 The Parties acknowledge that if the Landlord does not subscribe to his Agent's management service and a dispute arises over the return of the deposit then the Landlord's Agent will not become involved in attempting to resolve any such dispute but that either Party may submit the case to the Tenancy Deposit Scheme for adjudication by the Independent Case Examiner where rules allow.

5.9 The Deposit is protected by:

Name: The Dispute Service Ltd
Address: The Dispute Service Limited
PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Telephone number: 0300 037 1000

Email Address: deposits@tenancydepositscheme.com

Fax Number: The scheme does not provide one

5.10 As soon as is practicable at the end of the tenancy (but no later than *10 working days* from the tenancy expiry date) the Agent should inform the tenant whether any deductions are proposed.

5.11 If there is no dispute, the deposit will be allocated according to the deductions agreed. If agreement cannot be reached, any of the parties can refer the matter to **the TDS** for adjudication. All parties agree to co-operate with the adjudication.

5.12 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 5.

5.13 There being multiple tenants, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.

5.14 The Landlord has provided within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (*SI 2007/797*).

6. Use of Property

6.1 The Tenant shall:

- (a) only use the Property as a private dwelling house for the use of the Lawful Occupiers;
- (b) immediately notify the Landlord if the immigration status of any of the Lawful Occupiers changes;
- (c) not permit anyone other than the Lawful Occupiers to occupy the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

6.2 The Tenant shall not use the Property for the purposes of conducting a business.

6.3 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

6.4 The Tenant shall not do anything to or on the Property that:

- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;

(b) involves using the Property for immoral or illegal purposes; or

(c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.2. The Landlord shall provide the Tenant with a summary of the relevant insurance requirements on request.

(d) Smoking is strictly prohibited anywhere inside or around the property.

6.5 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

6.6 To comply with the obligations of the Head Lease as far as these relate to the occupiers of the Property, provided a copy of the obligations are provided to the Tenant and to reimburse the Landlord for any costs caused by any breach of such obligations.

7. Assignment or subletting

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

8. Repairs and alterations

8.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).

8.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.

8.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.

8.4 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.

8.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 11.5.

8.6 The Tenant shall not make any alteration, addition, or redecorate the Property.

9. Utilities and outgoings

9.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property.

9.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.

9.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.

9.4 The Tenant shall pay for a television licence for the Property if a licence is required.

9.5 The Tenant shall pay the Council tax for the Property.

9.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

9.7 To pay any reasonable charges or other costs incurred by the Landlord or the Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.

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

10. Smoke Alarms

The Tenant understands that the wilful damage, tampering, theft, or destruction of any smoke detector, fire extinguishment system, or other life safety system endangers the safety of all Tenants and others in case of emergency.

The Tenant agrees that the Landlord may charge for the replacement of batteries, and, damaged missing smoke detectors, and/or damaged fire extinguishment or life safety systems, and that such charges may be collected as additional rent. Such charges, as assessed, will be due and payable within thirty (30) days of invoicing by Agent. The tenant:

a) acknowledges that Landlord has installed at least one smoke detector in the Premises and that said detector(s) is in good condition and proper working order as of the beginning of the Lease Term.

b) agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord.

c) assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector(s) which Tenant shall not have specifically reported to Landlord.

if the Tenant is deaf or hearing impaired, the tenant should notify the Landlord in writing, and the Landlord shall provide a smoke detector approved for the deaf and hearing impaired.

11. Landlord's covenants

11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.

11.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.

11.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

11.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.

11.5 In accordance with section 11 of the LTA 1985, the Landlord shall:

(a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);

(b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

(c) keep in repair and proper working order the installations in the Property for space heating and heating water.

11.6 The Landlord shall not be required to:

(a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or

(b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

12. Default by the Tenant

12.1 The Landlord reserves the right to re-enter the Property if:

(a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

(b) the Tenant is declared bankrupt under the Insolvency Act 1986;

(c) the Tenant has breached the agreement; or

(d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 12.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

12.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.

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

12.4 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay all reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:

(a) recovering or attempting to recover any Rent or other monies in arrears;

(b) the enforcement of any reasonable obligation of the Tenant under this Agreement;

(c) the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;

(d) any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from according to a relevant break clause.

13. Landlord's right to enter the Property and to display signs

13.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this agreement;
- (c) to carry out repairs or alterations to the next door premises;
- (d) to take gas, electricity or water meter readings;
- (e) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (f) to show prospective tenants or purchasers around the Property.

13.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant except in an emergency.

13.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.

14. Expiry of the Tenancy

14.1 At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.

14.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then a statutory periodic tenancy shall arise under section 5(2) of the Housing Act 1988. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.

14.3 The Landlord has the right to recover possession of the Property if:

- (a) the Term has expired;
- (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
- (c) at least six months have passed since the date of this agreement.

14.4 The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end which the Landlord or its legal advisers or agents can provide to the Interested Persons PROVIDED ALWAYS THAT the Landlord (and its legal advisers and agents) agree not to provide details of the Tenant's forwarding address unless they are satisfied, acting reasonably and properly, that the person requiring the address is a duly authorised official or employee of the organisation in question and has supplied written evidence of their authority.

14.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant shall be responsible for meeting all reasonable removal and storage charges. The Landlord shall remove and store the possessions for a maximum of 14 days. The Landlord shall take reasonable steps to notify the Tenant at the last known address. If the items are not collected within 14 days, the Landlord may dispose of the items and the Tenant shall be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

15. Notices

15.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Landlord's address given in clause 15.4; or
- (b) left at the Landlord's address given in clause 15.4.

15.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Property;
- (b) left at the Property; or
- (c) sent to the Tenant's email address stated in the Parties clause.

15.3 If a notice is given in accordance with clause 15.1 or clause 15.2, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by first-class post, on the second Working Day after posting;
- (c) if sent by fax, at 9.00 am on the next Working Day after transmission; or
- (d) if sent by email, at 9.00 am on the next Working Day after sending.

15.4 The Landlord's address for service is:

c/o Your Agency Name, 17 Watersmead Drive, Littlehampton, BN176GH

16. Repossession of Mortgaged Properties (if applicable)

16.1 Owner Occupier: Ground 1

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

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

16.2 Mortgagee: Ground 2

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

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

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

OR

The Property is subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Property for the purpose of disposing of it in exercise of that power. For the purposes of this clause "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

17. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Schedule One

Special Clauses

Break Clause: Should either party wish to terminate the Tenancy, it is agreed that a minimum of 2 month's advance written notice must be served on the other party and must not expire within the first 6 months of the Tenancy commencement date.

Additional Clause(s):

- **Parking:** Parking information here
- **Renewal Option:** Renewal information here

Authorised to sign on behalf of Enron:

Leonardo
Director

Authorised to sign on behalf of Enron:

Leonardo 2
Director

Signed by the Landlord's Agent:

Dan Bennett

Agent

21th of May 2015

Signed by the Tenant(s):

Walt Disney

Agent

20th of May 2015

Walt Disney

Agent

20th of May 2015

Walt Disney

Agent

20th of May 2015

Walt Disney

Agent

20th of May 2015

Walt Disney

Agent

20th of May 2015

Appendix. Payment Schedule

Full Tenancy

Rent on Signing	£1885.00
1/10/2015	£1885.00
1/11/2015	£1885.00
1/12/2015	£1885.00
1/1/2016	£1885.00
1/2/2016	£1885.00
1/3/2016	£1885.00
1/4/2016	£1885.00
1/5/2016	£1885.00
1/6/2016	£1885.00
1/7/2016	£1885.00
1/8/2016	£1885.00
1/9/2016	£807.95
Total	£23427.95

Prescribed Information for your Deposit The Dispute Service TDS Insured

Where a Landlord or Agent receives a deposit in connection with an Assured Shorthold Tenancy, they must, within 30 days of the date on which the deposit is received, comply with any initial requirements imposed by the scheme and give prescribed information to the Tenant and any person who paid the deposit on behalf of the Tenant.

The following is prescribed information for the purposes of section 213(5) of the Housing Act 2004 ("the Act")

A. The name, address, telephone number, e-mail address and any fax number of the scheme administrator of the authorised tenancy deposit scheme applying to the deposit;

Name: The Dispute Service Limited
PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Telephone number: 0300 037 1000
Email Address: deposits@tenancydepositscheme.com
Fax Number: The scheme does not provide one

B. At the end of the Term the Landlord's Agent shall return the Deposit (subject to any deductions made under the Agreement) within 30 days of the end of the Tenancy except in the case of dispute. If there is more than one Tenant, the Landlord may return the Deposit by cheque to any one Tenant, at his sole discretion, at his/her last known address. That person forming part of the Tenant will hold the Deposit in trust for all others forming the Tenant.

C. If one party raises a dispute with the TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply the TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.

1. If the Landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to do so, or the Tenant is unable to contact the Landlord or the Agent despite making reasonable efforts to do so, action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit because the TDS are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.

D. The Landlord's Agent must tell the Tenant within 10 working days of the end of the tenancy, (or as specified in the tenancy Agreement) if they propose to make any deductions from the deposit.

1. The tenants should make their best endeavours to inform the Agent/Member if they wish to raise a dispute about the deposit within 20 working days* after the lawful end of the tenancy and vacation of the Premises. The Member/Agent has a maximum of 10 working days* to resolve the dispute

2. It is not compulsory for the parties to refer the dispute to the Independent Case Examiner (ICE) for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.

3. The Agent, the Landlord or the Tenant can instigate a dispute by completing the dispute request from the scheme website www.tenancydepositscheme.com or be obtained directly from The Dispute Service Ltd at the address or telephone number specified in clause **A.**

4. If the Landlord/Agent instigates a dispute they must send with the Notification of Dispute to the TDS the full Deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Landlord/Agent must send the Deposit or the balance in dispute together with the relevant evidence being a copy of the Tenancy Agreement, inventory and schedule of condition, any check in or check out report, correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with the TDS whether or not the Landlord/Agent or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the Deposit and discipline the Agent.

5. The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.

6. The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.

7. the TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.

8. The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.

9. The Agent and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.

E. The following information in connection with the Tenancy in respect of which the deposit has been paid

1. The amount of the deposit paid: £2000

2. The address of the property to which the tenancy relates: Room 2, Jack Straws Castle, 12 North End Way, Hampstead, LONDON, NW3 4ES

3. The name, address, telephone number, and any e-mail address or fax number of the Landlord's Agent

Name: Your Agency Name

Address: 17 Watersmead Drive, Littlehampton, BN176GH

Phone: 01 811 8055

Email: agency@testcompany.com

4. The name, address, telephone number, and any e-mail address or fax number of the Tenant, including such details that should be used by the Landlord's Agent or scheme administrator for the purpose of contacting the Tenant at the end of the Tenancy:

Name: Frank
Address: 3 Rivermead Cottages Mill Lane, Shiplake, HENLEY ON THAMES, RG9 3LZ
Phone:
Email: fmaroudas@goodlord.co
Post Tenancy Address: The Cottage LittleVillage
Post Tenancy Phone: 0123456789
Post Tenancy Email: something@something.com

Name: Theresa Davis
Address: 123 happy street , Brighton, BN12 3BN
Phone: 123456
Email: test@hgoodlord.co
Post Tenancy Address: N/A
Post Tenancy Phone: N/A
Post Tenancy Email: N/A

Name: Stella Lange
Address: 32 Heath Drive, LONDON, London, ENGLAND, NW3 7SB
Phone:
Email: stellalange@goodlord.co
Post Tenancy Address: The Cottage LittleVillage
Post Tenancy Phone: 0123456789
Post Tenancy Email: something@something.com

Name: R MLarsen
Address: BOX 502831, DUBAI, BOX 502831
Phone:
Email: nicole.test@goodlord.co
Post Tenancy Address: N/A
Post Tenancy Phone: N/A
Post Tenancy Email: N/A

Name: Bob Lange
Address: 32 Heath Drive, LONDON, London, ENGLAND, NW3 7SB
Phone:
Email: stellalange.test@goodlord.co
Post Tenancy Address: The Cottage LittleVillage
Post Tenancy Phone: 0123456789
Post Tenancy Email: something@something.com

5. The name, address, telephone number and any e-mail address or fax number of any Relevant Person (if applicable):

Relevant Person for Frank
Name: Mickey Mouse
Address: 302 main street, pleasantville, 12345 USA
Phone: 02919239122
Email: mickey@goodlord.co

Relevant Person for Stella Lange
Name: Apple Mouse
Address: 100 side street, unpleasantville, 54321 USA
Phone: 0283482922
Email: applem@goodlord.co

6. The circumstances when all or part of the deposit may be retained by the Landlord's Agent, by reference to the terms of the Tenancy:

Please refer to Clause 5 of the Tenancy Agreement.

F. Confirmation (in the form of a certificate signed by the Landlord) that:

- 1. The information he provides under this sub-paragraph is accurate to the best of their knowledge and belief; and
- 2. They has given the Tenant the opportunity to sign any document containing the information provided by the landlord under this article by way of confirmation that the information is accurate to the best of his knowledge and belief.

I/We (being the Landlord's Agent) certify that

The information provided is accurate to the best of my/our knowledge and belief.

I/We have given the tenant(s) 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.

Authorised to sign on behalf of Enron:

Leonardo
Director

.....


Authorised to sign on behalf of Enron:

Leonardo 2
Director

.....

Signed by the Landlord's Agent:


Dan Bennett


.....

21th of May 2015


Signed by the Tenant(s):

Walt Disney


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
20th of May 2015

Walt Disney


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20th of May 2015

Walt Disney


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
20th of May 2015

Walt Disney


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20th of May 2015

Walt Disney


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20th of May 2015

Supporting Documents Checklist

I confirm I have received the following documents:

- Tenancy Agreement
- Department for Communities and Local Government How to Rent guide
- How to rent - The checklist for renting in England - Easy Read version
- How to Rent a Safe Home - A guide for current and prospective tenants in England
- Gas Safety Certificate for: Room 2, Jack Straws Castle, 12 North End Way, Hampstead, LONDON, NW3 4ES
- Energy Performance Certificate for: Room 2, Jack Straws Castle, 12 North End Way, Hampstead, LONDON, NW3 4ES
- Electrical Installation Condition Report for: Room 2, Jack Straws Castle, 12 North End Way, Hampstead, LONDON, NW3 4ES
- Payment Schedule in respect of amounts due from me
- Prescribed Information for your Deposit
- TDS Terms & Conditions

These documents are attached to the emails that I have received from Your Agency Name in conjunction with this tenancy application.

Signed by the Tenant(s):

Walt Disney

Agent

20th of May 2015

Walt Disney

Agent

20th of May 2015

Walt Disney

Agent

20th of May 2015

Walt Disney

Agent

20th of May 2015

Walt Disney

Agent

20th of May 2015