

# ASSURED SHORTHOLD TENANCY AGREEMENT: ENGLAND AND WALES

## Under Part 1 of the Housing Act 1988 as amended under Part 3 of the Housing Act 1996

This Agreement contains the terms and obligations of the tenancy. You should read it carefully to ensure that it contains everything you want to form part of the Agreement and nothing that you are not prepared to agree to. If you do not understand this Agreement or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it or consult a solicitor, Citizens Advice or Housing Advice Centre.

<b>DATE</b>	
This "Agreement" is made on the execution date	
<b>THE PARTIES</b>	
<b>Between – The "Landlord"</b>  The Tenants are hereby notified that notices (including notices in proceedings) must be served on the Landlord by Tenants at the following address in England or Wales (Notice under section 48 of the Landlord and Tenant Act 1987)	<b>Mr Richard Webster SA Webster Ltd</b> <b>PO Box 138 Hoylake Wirral Merseyside CH48 2WG</b> <b>wirralrent@gmail.com</b>
<b>And The "Tenant "</b> (note that under an AST a maximum of 4 Tenants is permitted)	<b>Mr Sample</b>
<b>And (if applicable) The "Guarantor"</b> Where there is a Guarantor, add their full name and address. The signing of this Agreement must then be witnessed	
<b>THE PROPERTY</b>	
<b>Relating to The "Property"</b> including, if applicable, the Landlord's possessions listed in the "Inventory"	<b>Second Floor Flat ,82 Any Road , Wallasey,, Wirral CH44 8ER</b>
<b>The Property is supplied</b>	Not Furnished   Part Furnished   Furnished
<b>The Property being let is</b>	A room let - with non-exclusive access to common areas. Exclusive use of the property as a whole Other specify
<b>THE TERM</b>	
<b>For the "Term" of</b>	<b>6</b> <b>Months</b>
<b>The "Commencement"</b> – (subject to vacant possession being available)	<b>01/04/2017</b>
<b>"Expiry"</b> on (but continuing thereafter by virtue of statute, until notice is given and vacant possession is returned to the Landlord)	<b>30/09/2017</b>

<b>THE PAYMENTS</b>	
The "Administration Fee" for entering into this tenancy is	£ NI
The "Rent" is	£ 650 per Month
The "Rent Payment Day" Payable in advance on the	of every Month
<b>The DEPOSIT</b>	
The Tenant must pay a "Deposit" of Where no Deposit is received write "NIL"	£ 350
The "Deposit Scheme" if applicable is	No Deposit Paid          The Deposit Protection Service (DPS) The Dispute Service Ltd    TDSL (mydeposits)
The "Lead Tenant" Where there is more than one Tenant, the person nominated to act on behalf of you all jointly and individually when dealing with the Deposit will be the first named person on the tenancy (in accordance with clause 2.4)	Mr Sample

**Additional Information THAT MAY BE supplied to the tenant with this Agreement.**

<p><b>Mandatory in ENGLAND all new Tenancies commencing Oct 2015 thereafter. The Tenant[s] MUST be provided.</b></p> <p>A valid Gas Safety Certificate (CP12)</p> <p>An Energy Performance Certificate (EPC)</p> <p>"How to rent : the checklist for renting in England"</p> <p><b>Above received by Tenants</b></p> <p>_____</p> <p>_____</p>	<p><b>If an HMO Shared Houses</b></p> <p>Where applicable appropriate planning permission for shared use</p> <p>Valid electrical safety certificate</p> <p><b>If appropriate</b></p> <p>Details of any other obligations, if any, which the Landlord is required to perform such as covenants on the deed of the property that the Tenant may have to comply</p> <p>The Landlord confirms that at some time before the start of this tenancy, the Landlord lived in the Property as his/her only or main home and clause 7.3 applies in whole. Tick and sign here if applies</p>
--	--

**Additional INFORMATION BY TENANT or LANDLORD**

If you have paid a deposit in respect of this Tenancy, your Landlord is obliged by Law to provide you with prescribed information about how your deposit has been protected and the circumstances whereby monies may be retained by the Landlord - as required by section 212 to 215 of schedule 10 of the 2004 Housing Act.

## **1. Rent and other charges**

***Following the Commencement of this Agreement, and until it is legally ended in accordance with the rules stipulated below, the Tenant is obliged to pay the Rent in full and on the dates agreed as well as other applicable charges including Council Tax***

- 1.1. The Rent must be paid in advance on the Rent Payment Day specified in this Agreement. If the Rent is late, the Landlord can charge interest at 3% above the Bank of England base rate and interest will be charged until the date full payment is received.
- 1.2. Obligations/liabilities of more than one person shall be "joint and several" (which means that, for example, they will each be liable for all sums due under this Agreement and not just for proportion of them)
- 1.3. If Rent is received from a third party that will be accepted from them as the Tenant's agent. The Landlord will not intend to create a tenancy with any person who pays Rent on the Tenant's behalf
- 1.4. Unless otherwise agreed in writing by the Landlord, the Tenant must arrange to be billed, and pay the water sewerage and environmental charges for the property, and to pay for utility supplies consumed and the television licence fee for the property. The Tenant agrees to remain liable for these items after the Expiry of this Agreement until the tenancy has legally ended. Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, whether during or at the end of the tenancy, the Tenant is to pay, or be liable to pay, the costs associated with reconnecting or resuming those services.
- 1.5. The Tenant will be liable for Council Tax unless the property is a HMO. Only then will the Landlord be liable.
- 1.6. Rent Increase - The Landlord may increase the Rent after the Expiry of the fixed term of the Agreement, by giving the Tenant at least one month's notice in writing prior to a Rent Payment Day specifying the amount of the new rent. The Landlord will not increase the Rent during the fixed term of the tenancy.
- 1.7. The Tenant does not need to pay Rent for any day during which the Property is uninhabitable. This does not apply if the Property is uninhabitable because the Tenant or their guests or family did something (or failed to do something) which invalidated the Landlord's insurance policy in respect of the Property.
- 1.8. If the Tenant is in breach, then they may be liable to pay the Landlord's reasonable costs that include VAT: If the Landlord has to send a letter because the Tenant has broken the Agreement (including owing rent) then a cost not exceeding £25; costs for any payment that does not clear, is recalled or fails, a cost not exceeding £30; for a Section 8 Housing Act 1988 notice because of a breach of this Agreement, a cost not exceeding £50 if the Tenant does not respond to the notice, and as a result the Landlord has to visit the Tenant at the Property, a cost not exceeding £50; if the Landlord has genuine reasons for believing that the Tenant has abandoned the Property and has to visit the Property and make enquiries of neighbours and authorities, a cost not exceeding £50.
- 1.9. Any other reasonable costs or losses suffered by the Landlord resulting from conduct of or damage caused by the Tenant (or any person they have invited into the Property or who is permitted to live there) the Tenant agrees to pay up-front or from their deposit.

## **2. Only Where a Deposit is received**

***It will be registered with one of the Government authorised Tenancy Deposit Schemes and held in accordance with the rules of that scheme (the "TDS Rules"). Full details of the Deposit Scheme will be notified to the Tenant as an addendum to this Agreement.***

- 2.1. The Tenant is not entitled to any interest in respect of the Deposit unless the Deposit Scheme rules so provide.
- 2.2. Subject to the Deposit Scheme rules, the Deposit is held to pay for any financial loss suffered by the Landlord because of the breach of any Tenant obligation outlined under this Agreement, including non-payment of Rent or utility/Council Tax bills, damage to the Property or any of the items listed on the Inventory.
- 2.3. Subject to the TDS Rules, the Landlord will return the Deposit within 10 days. Before the Deposit is refunded, the Tenant must be able to demonstrate that bills for charges for which they were liable for the duration of the tenancy, have been paid. If there is a disagreement and we cannot agree any of these amounts, the matter will be decided by the county court or dealt with in accordance with the TDS Rules.
- 2.4. The Lead Tenant – Where there are multiple Tenants the first named shall be the representative to act on behalf of you all, jointly and individually, when dealing with the Deposit. Another of you can replace the Lead Tenant, so long as we are notified in writing by a majority of you. If no Lead Tenant is specified then the first or only named Tenant shall be the Lead Tenant.
- 2.5. The Tenant should provide the Landlord with a forwarding address at the end of the tenancy to enable the return of the Deposit, by cheque, to the Lead Tenant. Where the Deposit is paid by a third party their address must be provided, so the Deposit may be returned to them.

### **3. GENERAL Control of the Property**

***The Tenant cannot use the premises (including common parts) or allow others to use the premises in a way which causes a nuisance, annoyance or damage to neighbouring, adjoining or adjacent property; or to the owners or occupiers of them, or is in any way illegal, immoral or damaging to the Property.***

- 3.1. This includes any nuisance caused by noise including loud music or other noise which can be heard outside the Property between 11pm and 7.30am, or which will cause annoyance or annoy anyone at any other time.
- 3.2. The Tenant must: not allow children to live in the property; not allow animals in the property; not allow smoking in the Property, unless the Landlord consents in writing. Then such permission will not be unreasonably withheld.
- 3.3. The Tenant is responsible for the conduct of, and for damage caused, by any person they have invited into the Property or who is permitted to live there. The Tenant must not assign underlet or part with or share possession of the whole or any part of the property unless the Landlord consents in writing. The Tenant must not allow overcrowding or allow the number of occupiers to be such that, if the Property were not a licensed House in Multiple Occupation, such numbers would cause the Property to require such a licence. If, because of breaching this term, the Landlord is fined the Tenant agrees to pay the Landlord the amount of those fines and any reasonable legal costs they have incurred as a consequence.
- 3.4. The Landlord will have either a freehold interest or a long lease on the Property and will be required to perform certain legally enforceable obligations, and in turn so will the Tenant. The Tenant must not breach any restrictive covenants or any other obligations. These will be notified to the Tenant as an addendum at the end of this Agreement.
- 3.5. The Tenant must not use the Property as anything other than a private home, or allow anyone else to conduct any profession, trade or business or promote by way of poster or signage on or in the property.
- 3.6. The Tenant acknowledges responsibility for the security of the Property subject to the Tenant doing the following: Using all locks that are fitted to the Property and set the burglar alarm (if there is one) when going out; telling the Landlord if they change the burglar alarm code (in case the Landlord needs to enter in an emergency); not giving a key to anyone other than a person named as a Tenant under this Agreement, a member of your family living at the Property, or a permitted lodger (if at the end of the tenancy there is reasonable cause to believe that the Landlord has not had returned to him all keys to the Property, the Tenant agrees to pay the Landlord's reasonable costs for fitting replacement locks as there is a duty to make sure that future Tenants are protected); not alter locks on doors or windows to the Property without giving the Landlord spare keys (these locks will become the Landlord's property at the end of this Agreement).
- 3.7. The Tenant must forward to the Landlord all correspondence delivered to the property that is addressed to the Landlord or is intended for the Landlord or the Property owner.
- 3.8. The Landlord's insurance policy may become invalidated if the Property is left unattended for more than 7 consecutive days. If the Tenant is going to leave the Property for longer, then they agree to make the Landlord aware of this in advance in writing.

### **4. Tenant and LandlordS Care AND REPAIR OBLIGATIONS of the Property**

***The Tenant must keep the Property and items listed in the Inventory in good condition and not remove or alter any items within the Property or any aspects of it. The Tenant will promptly notify the Landlord or Landlord's agent of any defects to the property (whether or not caused by the act, default or neglect of the Tenant) of which they become aware, otherwise the Tenant may be liable.***

- 4.1. The Tenant must comply, within a reasonable time, with any notice from the Landlord advising the Tenant of the need to make good damage or breakages or attend to any items of repair or maintenance, for which the Tenant is responsible. The Landlord is entitled to recover any reasonable costs incurred from the Tenant if it was the Tenant's fault that the loss occurred (with the exception of fair wear and tear).
- 4.2. The Tenant is liable for call-out and other charges incurred for the Landlord visiting the Property: If the Tenant has locked themselves out or forgot the alarm code (if applicable); the police break into the Property as a result of any criminal activity by the Tenant or any person they have invited into the Property who are permitted to live there; the Tenant causes any obstruction to the common areas of the building.
- 4.3. The Landlord undertakes to: have a Landlord Gas Safety Certificate in place at the start of this Agreement and to have it renewed annually by a Gas Safe registered engineer; ensure that there is a valid Energy Performance Certificate at the start of the Tenancy and have it renewed every 10 years thereafter.

#### ***The Tenant***

- 4.4. Must replace consumables including tap-washers, fuses, light bulbs, fluorescent tubes and smoke-alarm batteries whenever necessary; regularly test fire alarms, smoke alarms and carbon monoxide detectors if there are any.
- 4.5. Where there is a garden the general character must not be altered and it must be kept tidy, well maintained and free from rubbish.
- 4.6. Must not put rubbish anywhere other than in the areas provided.
- 4.7. Must pay for the treatment of fleas, ants, mice, wasp's nests and other pests, unless it can be proved that these are a result of the Landlord being in breach of his repairing obligations, or such pre-date the start of this Agreement..
- 4.8. Must keep the Property well and sufficiently aired and warmed at all times and must take all such precautions as may be reasonably necessary to prevent water pipes, sinks, WCs, cisterns, washing machines or similar from becoming damaged by frost, freezing or blockage.
- 4.9. Must not have any form of heating other than that we have provided (paraffin heaters, portable gas heaters, LPG and electric fires other than those we have provided are not allowed but electric oil-filled radiators are);
- 4.10. Must not leave the washing machine and dryers working when there is no one in the Property and at all times must ensure that all rooms

- are properly ventilated; not blocking any flues or ventilators to the Property.
- 4.11. Must not keep any dangerous or inflammable goods materials or substances in or on the premises apart from those required for general household use, and must not put anything into the drains or plumbing that may cause harm or blockage.
- 4.12. Must not in any way alter the Property or items within, specifically, the Tenant cannot: remove any fixtures or fittings from the Property and not hang pictures without the consent of the Landlord; bring a waterbed into the Property; redecorate without the consent of the Landlord (such consent will not be unreasonably withheld, as long as the proposed scheme is likely to be acceptable to future tenants and is undertaken by a competent person, to a professional standard, and samples of proposed wallpapers and paint must be submitted to the Landlord for consideration when subsequent approval will only be given in writing); make an improvement or alteration to the Property without the written consent of the Landlord (The Landlord has an absolute right to refuse consent for any alterations or improvements but, if accepted, any fixtures become the property of the Landlord - this includes the erection of a satellite dish or television aerial and the carrying out of external redecoration.)

**Sections 11-14 of the Landlord and Tenant Act 1985 (as amended) apply to the Agreement. These require the Landlord to keep in repair the structure and exterior of the property and keep in repair and proper working order the installations in the property for the supply of water, gas, electricity, sanitation and for space and water heating.**

- 4.13. The Landlord's obligations do not arise until he becomes aware that works or repairs are necessary. The Landlord complies with his obligations if he carries out the necessary works or repairs within a reasonable time after the day on which he becomes aware they are necessary.
- 4.14. The Tenant does not have authority to commission workmen on the Landlord's behalf or spend money on repairs without the Landlord's written permission. The Tenant will have to pay for repairs unless they were acting reasonably to effect emergency repairs for which the Landlord is liable.
- 4.15. The Tenant must allow workmen access and to use or disconnect any gas, water or electricity at the Property in order to carry out their work.

## **5. INSPECTIONS AND ACCESS TO THE PROPERTY**

**To permit the Landlord, and any superior Landlord, or his agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the property at all reasonable times for the purpose of inspection and repair or access to view the property, accompanying a prospective Tenant or purchaser of the property.**

- 5.1. If there is an emergency and the Landlord needs to enter the Property immediately he is entitled to enter, or if necessary force entry to the Property without giving the Tenant any notice. The Landlord is entitled to ask for payment from the Tenant for any damage done in the process of forcing entry to the Property if it was the Tenant's fault that it was necessary to force entry.
- 5.2. The Tenant will be liable for any losses caused to the Landlord where the Tenant refuses access.
- 5.3. Where the Tenant fails to keep an appointment the Tenant is liable to cover workers' call-out charges. These charges may be avoided if the Tenant cancels the appointment at least 2 hours before the appointment, or informs the Landlord that workmen may attend without the Tenant being present.

## **6. Insurance**

**The Landlord will insure the Property but the Landlord's insurance does not cover the Tenant's possessions. The Tenant is strongly advised to insure their-own possessions with a reputable insurer**

- 6.1. Details of the Landlord's insurance are provided with this Agreement. The Tenant shall not do or permit to be done in or about the property any act or thing, which may render void or invalidate the insurance of the property or the building against fire or otherwise increase the ordinary premium for the insurance.
- 6.2. Where a claim is made under the Landlord's Insurance policy and the Landlord has to pay the first part (known as the "Excess"). The Tenant agrees to repay the amount of excess demanded by the Landlord's Insurers if the claim was as a result of the failure of the Tenant, or someone the Tenant had invited into the Property to act reasonably.

## **7. Terminating this Agreement**

**The Tenant understands that the Landlord or their Agent can recover possession at the end of the Term (as defined) and may end the tenancy early if the Tenant fails to carry out their responsibilities. The Landlord may end this Agreement by giving the Tenant at least two calendar months written notice in accordance with Section 21 of the Housing Act 1988, requiring possession of the Property on a date specified in the notice. The Tenant may end this Agreement by giving the Landlord at least one calendar month written notice (expiring on the last day of a rental period and not before the last day of this Agreement).**

The LANDLORD

- 7.1. Service of such notice will be in accordance with the provisions of S196 of the Law of Property Act 1925 either served at Commencement, sent by first class post, or hand delivered to the Property by the Landlord or his agent. If the Landlord is aware that you have moved to another address, he will also send a copy of the notice to that address by first class post. This notice can be served at any time but the Landlord cannot recover possession until the end of the fixed term or before 6 months has lapsed from the Commencement, whichever is the later. If the Tenant gives up possession of the Property before the date specified in the notice, the Agreement ends on the date specified in the notice, unless you are leaving earlier in accordance with the terms of your termination notice. Upon Expiry of the Landlords notice, he may make a claim to the court for recovery of possession of the Property.
- 7.2. The Landlord may end this Agreement if the Tenant forfeits and breaches any term of this Agreement: fails to pay us rent 14 days after it is due, (whether formally demanded or not); causes a nuisance or annoyance; the Landlord has genuine reasons for believing that the Tenant has abandoned the Property; the Tenant becomes bankrupt. If any of these things happen, the Landlord has the right to enter the Property after the bailiffs evict the Tenant following a court order for possession. The Landlord may start this process by sending you a notice in accordance with the procedure set out in Section 8 of the Housing Act 1988.
- 7.3. If applicable, the Landlord may also end this Agreement under Grounds 1 or 2 under Section 8. The Landlord (or, in the case of joint Landlords, at least one of them) has occupied the Property as his only or principal home and may require the Premises as his or his spouse's only or principal home. The Landlord hereby gives notice that possession of the Property may be recovered on Ground 1 in Part I of Schedule 2 of the Housing Act 1988; and there is a mortgage on the Property which, if not paid, may result in repossession under Ground 2 of the Housing Act 1988. If the Landlord wants to use either Ground, he will start the procedure by serving you with a Section 8 Housing Act 1988 notice. That notice is for two months and he cannot apply for a court hearing until after the two months have passed.

***The Tenant is asked to keep the Landlord informed of whether they intend to leave at the end of the fixed term or renew the tenancy.***

- 7.4. The Tenant may end this Agreement by giving the Landlord at least one months' notice in writing that he will give up possession of the Property on a date specified in the notice. The notice cannot expire before the end of the Expiry of this Agreement and must expire on the last day of a rental period and must be sent by first class recorded delivery or handed to the Landlord.
- 7.5. If the Tenant stays beyond the end of the fixed term, and you have not already received from us two months' notice to end the tenancy, it will carry on from month to month as a monthly tenancy. If you give up possession on a date earlier than the date specified in the notice, the tenancy will end on the date specified in the notice.
- 7.6. Leaving Early – Only with the Landlord's or his agent's prior consent and subject to certain conditions that may include paying the Landlord's reasonable costs associated with re-letting the premises and paying the Rent until a new tenant moves in, the Tenant may be allowed to surrender or give up this tenancy before it could otherwise lawfully be ended.
- 7.7. If the Tenant is the sole Agreement holder and they die, this Agreement ends one month after his death or, if earlier, when the Landlord is given notice of the Tenant's death by authorized persons.

## **8. When this Agreement Ends**

***This section describes the particulars of the procedure and obligations of the Tenant and Landlord when the tenancy ends***

- 8.1. The Tenant must give the Landlord vacant possession of the Property. The property and contents should be handed back in the same condition as they were at the beginning of the tenancy (subject to fair wear and tear). If carpets are soiled upon leaving, they must be professionally cleaned and ready for another tenant to move in. Return any furniture moved during the tenancy to its original position.
- 8.2. The Tenant must return all keys of the property (including any duplicated) on the agreed termination date or the end of the tenancy (whichever is sooner) otherwise you will be liable to pay for any reasonable charges incurred securing the property against re-entry.
- 8.3. The Tenant must allow the Landlord to put up a 'For Sale' or 'To Let' board on the Property and grant access to the Landlord or their Agent to view the property, accompanying a prospective tenant or purchaser of the property.
- 8.4. When items are left at the premises, the Tenant will be responsible for meeting all reasonable removal and/or storage charges. The Landlord will remove and store them for a maximum of one month. The Landlord will notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or the Deposit and if there are any costs remaining, they will remain the Tenant's liability. The Tenant agrees to pay the Landlord for any damages in having to pay a third party whose possessions he disposes of in accordance with this clause.
- 8.5. The Landlord will return any Deposit to the Tenant in accordance with section 2 of this Agreement.
- 8.6. The Tenant agrees: that the Landlord can forward details about how the Tenant has conducted this tenancy to any prospective future Landlord, and to other agents, Landlords, and bad Tenant databases if they have conducted the tenancy in an unsatisfactory manner; the Landlord can pass details he has about the Tenant to any creditor of the Tenant who may make an enquiry about him.

**9. Guarantor Warranty**

**The Guarantor, if there is one, guarantees that the Tenant will meet his obligations under this Agreement. If the Tenant does not then the Guarantor will be liable to compensate the Landlord.**

- 9.1. During the tenancy, the Tenant named on Page 1 of this Agreement will pay the Rent and meet the conditions of this Agreement. If the Tenant does not meet their responsibilities under this Agreement, the Guarantor will pay the losses lawfully due to the Landlord on demand.
- 9.2. The Guarantor will also pay the Landlord's reasonable legal costs in taking anyone who is involved in this Agreement to court to get a court order for regaining possession of the Property, or compensation for losses the Landlord has suffered under this Agreement.
- 9.3. The Guarantee will stay in force for as long as the Tenant continues to live in the Property and until the tenancy has ended. 'Ended' here means either all the keys to the Property are returned, or County Court bailiffs repossess the Property. If the Landlord gives the Tenant any extra time to pay any money that is due, it will not affect the liability of the Guarantor in any way.
- 9.4. The Guarantor cannot cancel this Agreement, nor will it become unenforceable by the Guarantor's death or bankruptcy.
- 9.5. If the Guarantor consists of more than one person, the Guarantors under this deed may be enforced against all such persons jointly and against each individually.
- 9.6. The Guarantor must provide positive proof of his identity. A copy of a driving licence with a photograph or a copy of his passport is acceptable.
- 9.7. It is advised the Guarantor initial all pages

**This Agreement is governed by the laws of eNglan and wales**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- A reference to the 'Landlord' includes the persons from time to time entitled to receive the rent; references to the 'Tenant' also include any persons deriving title under the Tenant.
- All references to the singular or he she shall include the plural and vice versa.
- No one else will benefit from this Agreement as permitted by the Contracts (Rights of Third Parties) Act 1999
- If any term of this Agreement cannot be enforced or is found to be unfair, it does not affect the other terms of the Agreement.

**Signed and executed as a Deed by the parties:**

<i>Mr Richard Webster SA WebsterLtd</i> <i>Dated</i>	Mr Sample <b>Dated</b>		<b>Dated</b>
<b>Landlord(s)' Signature(s)</b>	<b>Tenant(s)' Signature(s)</b>		<b>Guarantor(s)' Signature(s)</b>
<b>In the presence of:</b>			
Witness Signature _____	Witness Signature _____		Witness Signature _____
Full name	Full name		Full name
Dated	Dated		Dated
Address	Address		Address

*Where applicable maybe stamped by notary public or commissioner of oaths:*



# TENANCY DEPOSIT PROTECTION (ENGLAND & WALES)

Prescribed information required under Section 213(5) of the Housing Act 2004 and in accordance with Statutory Instrument 2007 No. 797, the Housing (Tenancy Deposits) (Prescribed Information) Order 2007

## THE PARTIES

**The Tenant** Name, address and telephone number of Tenant or anyone providing a Deposit on their behalf

**Tenant Name(s):** Mr sample

**Address:** Second Floor Flat 82 Any Road Wallasey Wirral CH44 8ER

Telephone No.: : \_\_\_\_\_ Fax No.: : \_\_\_\_\_

Email address: : \_\_\_\_\_

**If somebody else other than the Tenant paid the Deposit** – on behalf the Tenants such as parent, council, charity etc. In such cases, they must be provided a copy of this Prescribed information.

**Name(s) of Person/Entity :** \_\_\_\_\_

**Address:** : \_\_\_\_\_

Telephone No.: : \_\_\_\_\_ Fax No.: : \_\_\_\_\_

Email address: : \_\_\_\_\_

## The Landlord

**Landlord/Agent Name(s):** Mr Richard Webster SA Webster Ltd

**Address:** PO Box 138 Hoylake Wirral Merseyside CH48 2WG 0 wirralrent@gmail.com

**Telephone No.:** 07973317982

**Fax No.:** : \_\_\_\_\_

**Email address:** wirralrent@gmail.com

## AUTHORISED TENANCY DEPOSIT SCHEME DETAILS

Your Deposit has been protected with (insert name address, Postcode, Phone, Email, Fax, Web) **(delete as appropriate)**

<b>The Deposit Protection Service (DPS)</b> The Pavilions, Bridgwater Road Bristol BS99 6AA Telephone No. 0870 7071707 Email address: enquiries@depositprotection.com	<b>Tenancy Deposit Solutions Limited</b> 3 <sup>rd</sup> Floor, Kingmaker House, Station Road New Barnet, Hertfordshire, EN5 1NZ Telephone No. 0871 703 0552 Fax No. 0845 634 3403 Email address: <a href="mailto:info@mydeposits.co.uk">info@mydeposits.co.uk</a>	<b>The Dispute Service Ltd</b> PO Box 1255, Hemel Hempstead Herts, HP1 9GN Telephone No. 0845 226 7837 Fax No. 01442 253193 Email address: deposits@tds.gb.com
--	---	---

## TENANCY DETAILS

On \_\_\_\_\_ a Deposit of £650 was paid in respect of the tenancy for and including, if applicable, the Landlord's possessions listed in the "Inventory" for **Second Floor Flat 82 Any Road Wallasey Wirral CH44 8ER**

### Deposit Return

The Tenant has requested that at the end of the Tenancy, the Deposit should be returned to the person named below. Where such Deposit has been paid by a third party such as the Council, a Parent etc the Landlord MUST return the Deposit to that party.

Name(s) of Person/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email address: \_\_\_\_\_

## CIRCUMSTANCES UNDER WHICH LANDLORD MAY RETAIN ALL OR PART OF THE DEPOSIT

**Note:** This section is drafted by reference to the PIMS Assured Shorthold Tenancy Agreement and may not be valid for use with other contracts

The Landlord may make such deductions from the Deposit as are reasonable should the Landlord suffer any loss as a result of the Tenant's breach of the terms of the Agreement. This includes:

- 1) Reasonable costs and compensation where the property and contents are returned in a less favourable condition than given at the beginning of the tenancy (subject to fair wear and tear)
- 2) Non-payment of any rent or interest on any amount, which was not paid when it was lawfully due
- 3) Non-payment of any utility bills (including reconnection charges) or Council Tax bills relating to the property
- 4) Reasonable costs of sending reminder letters and other costs associated with processing defaulting payments such as uncleared cheques, failed standing orders or similar
- 5) The Tenants allow overcrowding that results in non compliance with the number of allowed occupants or fines for the Landlord
- 6) Loss associated with the breach of any restrictive covenants to which the Property is subject
- 7) Reasonable costs for replacing alarm codes or keys or and locks on failure to return codes or keys
- 8) Reasonable costs and compensation where the Tenant unreasonably or wilfully obstructs the Landlord or his Agents or Contractors from performing their repair and maintenance obligations
- 9) Any Insurance excess if the claim was as a result of the failure of the Tenant or someone the Tenant had invited into the Property to act reasonably
- 10) Reasonable costs of the Landlord securing possession where the Tenant has failed to comply with a lawful notice to leave the property or where they leave earlier than the Tenancy Agreement permits
- 11) Reasonable costs for the disposal, removal, replacement and/or storage of items, which are left at the premises at the end of the tenancy

## OTHER INFORMATION REQUIRED

Attached to this notice is a copy of the Scheme terms and conditions, which explains:

- 1) The operation of the provisions relating to tenancy Deposit Schemes contained in the Housing Act 2004.
- 1) 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.
- 1) The procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the Tenancy.
- 1) The procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be paid or repaid to the Tenant in respect of the Deposit.
- 1) The facilities available under the scheme for enabling a dispute relating to the Deposit to be resolved without litigation.

## LANDLORD'S CERTIFICATE

I confirm that the information provided in this notice and attachments is accurate to the best of my knowledge and belief and the Tenant has had the opportunity to read and sign a copy of this notice

<b>Signed (Landlord)</b>	Mr Richard Webster SA Webster & Son	<b>Dated</b>
------------------------------	-------------------------------------	--------------

## TENANT' CONFIRMATION (and that of any relevant person)

I confirm that I have been given the opportunity to examine this information. I confirm by signing this document that to my knowledge and belief the Tenant information provided above is accurate.

<b>Signed Tenant</b>	Mr Sample	<b>Dated</b>
--------------------------	-----------	--------------

<b>Signed (Relevant Person)</b>		<b>Dated</b>
---	--	--------------