

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

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

SECTION A - BASIC TERMS

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

Date of this Agreement:

The Parties:

The Landlord:
(Full name and address)

The Tenant:
(Full name and address)

Address of the Property
(as described in Schedule I):

The Subject of the Letting

Schedule I	The Property
Schedule II	The Contents (fixtures, furniture, equipment and effects) and their Condition
Schedule III	The Schedule of Condition of the Property
Schedule IV	Summary of the Landlord's Insurance on the Property
Schedule V	Extract of Superior Lease



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

Initials[]

The (Fixed) Term of Tenancy: 6 months

Inventory Clerk's charge: £ NIL *(payable by the Tenant)*

Commencing on: _____

Deposit: £ _____ To be held as Stakeholder *(see Clause 4)*

Expiring on: _____

Responsibility for water and sewerage charges: Landlord/Tenant *(See Clauses 2(2)(b) and 3(2))*
(Delete as necessary)

Rent per calendar month: £ _____ *(see Clause 2)*

Rate of interest is % above the base rate of: _____ *(see Clause 5(2))*

Day of month on which payable: 1st *(see Clause 1)*

In accordance with Section 48 of the Landlord and Tenant Act 1987 the address for the service of Notices upon the Landlord (in England and Wales) is: _____

Exclusions from the Tenancy (e.g. garage, garden or other facilities) _____

SECTION B - INDIVIDUALLY NEGOTIATED TERMS

Any other variations from the attached Conditions or Clauses

The tenant must not varnish any floor, making any hole for rawl plugs or damage or alter any fittings within the property without the Landlord's prior approval.

No wall fixings to any tiled areas within the property.

No smoking is permitted within the property.

No pets permitted within the property unless written consent is provided by the landlord.

SAMPLE

SECTION C - STANDARD TERMS

Royal Institution of Chartered Surveyors' Standard Terms and Conditions for an Assured Shorthold Tenancy

1. The Rent

The Rent is payable in advance on the day of each month specified in this Agreement save that the first payment (or proportionate part of it) is to be made on the signing of this Agreement for the period to the day on which Rent should next be paid.

2. Tenant's Undertakings

You Are Required to Pay as Follows

- (1) *Rent*
To pay the Rent at the times and in the manner specified above whether demanded or not.
- (2) *Charges for Services and use of the Property*
 - (a) To pay all charges in relation to the supply and use of telephones, gas, oil and electricity during the Tenancy, and not to cause or permit any such services to be disconnected, altered or removed and to pay for any reinstatement, should this be necessary at the end of the Tenancy.
 - (b) To pay the Council Tax (and water charges) payable in respect of the Property for the duration of the Tenancy, or any other Local Government or National Tax levied upon occupation or Tenancy.
 - (c) To pay for the licence fee of any television set in the Property whether belonging to the Landlord or the Tenant payable in respect of the Property for the duration of the Tenancy.
 - (d) To protect the Landlord from loss, arising from the Tenant's failure to comply with terms (a) to (c) above.
- (3) *Removal of Goods*
If the Property is incapable of re-letting or beneficial use because the Tenant has left substantial goods in the Property, the Tenant will be required to pay a sum equal to the Rent until such goods have been removed from the Property. The Landlord shall, upon proper notice, be entitled to remove and dispose¹ of any goods left by the Tenant in the Property and to recover the costs of storage and sale from the proceeds, with any balance to be paid to the Tenant.
- (4) *Landlord's Costs*
To pay the Landlord's or his Agent's reasonable costs in respect of any failure by the Tenant to fulfil his undertakings contained in this Agreement or any Superior Lease and insurance policy (see Schedules IV and V and Section A), whether for the payment of Rent or otherwise, including:
 - (a) Bank charges incurred by the Landlord or his Agent in relation to cheques, standing orders or direct debits for the payment of Rent not being honoured.
 - (b) Any other reasonable costs arising out of such failure.

¹ In accordance with The Torts (Interference of Goods) Act 1977, sections 12 and 13

You Must Carry Out the Following Undertakings

- (5) *To Forward Notices*
To send to the Landlord or his Agents promptly all correspondence for the Landlord including notices, orders or proposals affecting the Property and served there by any person, body or authority (other than the Landlord or his Agents).
- (6) *Care of Property and Contents*
- (a) Not to damage, pull down, alter, add or in any way interfere with the construction or arrangement of the Property or the internal or external decoration or colours of it.
 - (b) To inform the Landlord or his Agents promptly of any occurrence, disrepair or damage, within the Tenant's knowledge, which might cause harm to the Tenant or other persons having lawful access to the Property.
 - (c) If the Landlord suffers any loss or damage directly arising from (a) and (b) above, they will seek redress and compensation using the normal means including court action. This does not remove the Landlord's liability under provisions of Section 4(2) *Defective Premises Act 1972*.
 - (d) If the Tenant wishes to carry out any redecoration of the Property, or any part of it, he must apply formally to the Landlord or his Agent for consent which will not be unreasonably withheld.
- (7) *To Keep the Property*
- (a) To keep the interior decorations of the Property and Contents clean.
 - (b) To maintain the internal decorations to the condition described in Schedule III of the Condition of the Property, listed under Section A.
 - (c) In an emergency to take appropriate minimum remedial action to prevent further damage to the Property but not otherwise to arrange or carry out repairs without first giving the Landlord notice and a reasonable opportunity to carry out repairs himself.
- (8) *To Permit the Landlord entry to the Property*
- (a) To permit the Landlord, any Superior Landlord and all others authorised by them and their Agents, with or without workmen, and others at all reasonable times and with reasonable frequency during the Tenancy upon providing a minimum of 24 hours written notice (except in the case of emergency) to enter the Property for examining, maintaining or repairing the Property or any of the Contents, or the carrying out of safety inspections.
 - (b) To permit the Landlord, any Superior Landlord and all others authorised by them during the last two calendar months of the Tenancy:
 - i. at reasonable times of the day to conduct viewings of the Property with prospective purchasers or tenants by prior appointment;
 - ii. to put up and maintain in a conspicuous part of the Property a notice that it is to be sold, let or otherwise dealt with.
- (9) *Gardens*
- (a) To keep the garden and window boxes (if any) properly maintained, reasonably free from weeds, in a neat and tidy condition and any lawns properly mown and trees and shrubs pruned.
 - (b) Not to cut down or remove any trees or shrubs.
 - (c) Not to alter the layout of any garden without the Landlord's consent, not to be unreasonably withheld.

- (10) *Glass*
To clean the windows inside and outside. To replace promptly any cracked or broken windows or door glass to the Property broken by:
(a) The Tenants.
(b) The Tenant's invitees or guests.
- (11) *Plumbing*
The Tenant or any invited guests should not cause any obstruction or damage to any of the plumbing, including drains, pipes, sinks, lavatories or cisterns at the Property. (The Landlord has a legal duty to repair and keep them in proper working order.)
- (12) *Chimneys*
The Tenant must only use the chimney with permission. Such consent will not be unreasonably withheld if the chimney is safe to use. If any chimneys are used for open fires during the Tenancy, the Tenant should arrange to have the chimney swept either at the end of the Tenancy or if the Tenancy should last longer than a year, each spring.
- (13) *Contents and Yielding Up*
(a) At the end or sooner determination of the Tenancy to give up the Property and all additions to it and all the Contents (except such as the Tenant shall be entitled by law to remove) and the Contents specified in Schedule II or the articles substituted for the same in as good a state of repair and condition as they were at the beginning of the Tenancy (as detailed in Schedule III) (fair wear and tear excepted).
(b) To maintain in clean and acceptable condition throughout the term of the Tenancy the interior of the Property and the Contents.
(c) At the end of the Tenancy leave the Contents in the rooms or places in which they were at the beginning of the Tenancy.
(d) To test any smoke detector(s) located in the Property periodically and replace batteries as necessary at the Tenant's expense and report any fault to the Landlord or his Agents.
(e) To attend or be represented at the inventory checkout which will be arranged for the last day of the Tenancy or by agreement on a day that is convenient to both parties.

You Must Not Contravene These Requirements

- (14) *Use of the Property*
Not to carry on or permit to be carried on upon the Property any profession, trade or business and only to use the Property as a private residence for the Tenant and the Tenant's spouse or partner and children.
- (15) *Improper Use*
Not to use the Property for illegal or immoral purposes nor to do or permit to be done any act or thing which may be or become a nuisance or cause damage or annoyance to the neighbours.
- (16) *Insurance*
Not to contravene the terms of any insurance of the Property or do anything which would violate or increase the ordinary premium. (The Tenant must comply with the summary of the Conditions of the Landlord's Insurance on the Property which is set out in Schedule IV.)
- (17) *Subletting/Sharing Occupancy*
Not to sublet, mortgage or charge the benefit of this Agreement or part with or share possession or occupation of the Property or any part of it or receive paying guests.

- (18) *Assignment*
- (a) Not to assign this Agreement without first asking the Landlord in writing for his consent. The Landlord will not unreasonably withhold or refuse consent. (Under the *Landlord and Tenant Act 1988* the Landlord must give an answer in a reasonable time.)
 - (b) The Landlord may impose conditions on consent to an assignment:
 - i. that the incoming Tenant signs an agreement with the Landlord to comply with the terms of this Agreement;
 - ii. either that the outgoing or incoming Tenant pays reasonable administration charges incurred by the Landlord in dealing with the assignment.
 - (c) Instead of consenting to an assignment, the Landlord may insist on granting a new Tenancy Agreement to an incoming Tenant, in which case the outgoing Tenant's obligations under this Agreement come to an end when the new Agreement is signed. The outgoing and incoming Tenant must pay reasonable administration charges incurred by the Landlord in dealing with the new Agreement.
 - (d) Where the Landlord cannot consent to an assignment, then provided that the conditions of this Tenancy Agreement have been substantially complied with, the Tenant shall have the right to terminate this Agreement by the giving of one month's notice in writing.
- (19) *Removal of Contents*
Not to remove the Contents specified in Schedule II, or any substituted Contents from the Property.
- (20) *Leaving the Property Unoccupied*
- (a) Not to leave the Property vacant or unoccupied for a period in excess of 28 consecutive days without formally notifying the Landlord or his Agents.
 - (b) When the Property is left unattended to fasten securely all locks and bolts fitted to doors and windows and activate any burglar alarm system fitted in the Property. During the winter months to take adequate precautions to avoid damage by freezing.
- (21) *Locks and Keys*
- (a) Not to alter, 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 (such consent not to be unreasonably withheld) of the Landlord or his Agents.
 - (b) To deliver to the Landlord or his Agents at the end of the Tenancy all keys whether original or additional. In the event that any such keys have been lost, the Tenant shall pay to the Landlord on demand reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belonged.
- (22) *Advertisements*
Not to affix or exhibit any form of advertisement at the Property, including placards, signs or posters.
- (23) *Storage of Inflammable Goods*
Not to store in the Property any oil, paraffin or bottled gas.
- (24) *Fire Hazards*
Not to use portable appliances fuelled by oil, paraffin or bottled gas. Not to use any naked flame in the Property.

- (25) *Animals*
Not to keep any animals on the Property without the consent in writing from the Landlord or his Agent, such consent not to be unreasonably withheld. When permission is given for the keeping of animals such consent may be withdrawn with proper notice and reasonable justification.
- (26) *Washing*
Not to hang or allow to be hung any clothes or other articles on the outside of the Property, except in the areas (if any) designated for the purpose.
- (27) *Aerials*
Not to erect or permit to project outside the Property any wireless or television aerial or satellite dish or other construction without:
(a) Landlord's consent, not to be unreasonably withheld, and
(b) Landlord's agreement to the form of installation.
- (28) *Telephone*
Not to allow the existing telephone number to be changed or transferred and not to obtain additional lines without prior written approval from the Landlord. Such approval not to be unreasonably withheld.

3. The Landlord's Obligations

- (1) *Quiet Enjoyment*
During the Tenancy the Tenant may quietly enjoy the Property without any unlawful interruption by the Landlord or any person claiming under or in trust for the Landlord.
- (2) *Charges for Services and use of the Property*
Except for costs due to the Landlord under this Agreement and except for the undertakings referred to in Clause 2(2) above, the Landlord will protect the Tenant from loss in respect of other charges arising out of the use of the Property during the Tenancy.
- (3) *Repairs*
(a) To keep in reasonable repair the Contents (see Schedule II, under Section A).
(b) 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, electricity, gas and sanitation and the installations in the Property for space heating and heating water, in addition to the maintenance of all mechanical and electrical appliances, which form part of the Contents of the Property.
- (Section 11 of the *Landlord and Tenant Act* 1985 imposes repairing obligations on the Landlord which he must comply with. The Tenant should also know that to 'keep in repair' means that the Landlord must carry out repairs even if the disrepair existed at the date the Tenancy was granted. The Tenant may wish to consult a solicitor or Citizens Advice Bureau if they are unsure as to the Landlord's obligations.)
- (4) *Insurance*
(a) To insure, or to use reasonable endeavours to ensure that the Superior Landlord insures the Property and the contents against loss or damage by fire and all other normal risks.
(b) Should any part of the Property be damaged or destroyed by the insured risks and thereby rendered unfit for human habitation during the Tenancy and so long as the Landlord's insurance policy has not been invalidated by any act or default of the Tenant, the Rent hereby reserved, or a fair proportion thereof according to the nature and extent of the damage sustained, shall be suspended until the Property shall again be rendered fit for human habitation.

(Note that the Landlord does not insure the Tenant's own belongings in the Property. The Tenant should take out his own insurance to cover his own belongings.)

4. The Deposit

(1) *The Deposit*

- (a) The Deposit of £ is paid by the Tenant to the Landlord/Agent
- (b) The Deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.
- (c) Any interest earned will belong to the agent.

(2) *Use of the Deposit*

- (a) The Deposit shall be available after the end of the Tenancy and with the written consent of both parties to set against any breaches of the Agreement, including:
 - i. any damage, or compensation for damage, to the Property its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear and the age and condition of each and any such item at the commencement of the Tenancy;
 - ii. the Landlord's reasonable costs or damages caused directly by the major breach of the Agreement by the Tenant of the Tenant's obligations, including those relating to the cleaning of the Property and its fixtures and fittings.
 - iii. any unpaid accounts for utilities, water charges, sewerage, environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable;
 - iv. any outstanding 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.

(3) *Protection of the Deposit*

- (a) The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:
The Dispute Service Ltd ("TDS")
PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

phone	0845 226 7837
email	deposits@tds.gb.com
fax	01494 431 123

(4) *At the end of the Tenancy*

- (a) The Agent must tell the Tenant within 10* working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- (b) If there is no dispute the 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.

- (c) The Tenant should try to inform the 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.
- (d) If, after 10 working days* following notification of a dispute to the Agent 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 4e below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- (e) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remains unaffected by clauses 4a to 4d above.

(5) ***This clause is optional if the Deposit exceeds £5,000***

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.

(6) ***Other Terms***

- (a) The holding and use of the Deposit shall not affect any other rights and remedies available to the Landlord under the terms, whether express or implied, of this Agreement.
- (b) The Deposit cannot at any time during the Tenancy be treated or regarded by the Tenant as a payment on account of payment of Rent or other sums payable.

5. It is Further Agreed That

(1) ***Inventory Check***

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

(2) ***Interest on Late Payment***

If any Rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid on the day on which it became due, the same shall be payable with interest thereon at the rate specified in this Agreement from the date it became due, until the date payment is received.

(3) ***Joint and Several Liability***

Obligations to be undertaken by more than one person are joint and several obligations, which means that each Tenant is individually responsible for the Tenant's undertakings and restrictions in this Agreement and each Landlord is individually responsible for the Landlord's obligations in this Agreement.

(4) *Interpretation*

Within this Agreement:

- (a) 'The Landlord' includes the persons for the time being entitled to the Property at the end of the Tenancy.
- (b) 'The Tenant' includes the persons deriving title under this Agreement.
- (c) 'The Contents' mean those specified in Schedule II to this Agreement.
- (d) The condition of the Contents and of the Property is that stated in Schedule II and III of this Agreement.
- (e) 'Rent' includes any payment in settlement of Rent whether by cash, cheque or other means either by the Tenant to this Agreement or by any other party. In the latter case the person making payment shall be assumed to be acting as Agent for and on behalf of the Tenant and such payment will not create any additional interest or Tenancy in the said Property other than for the Tenant named.
- (f) 'The Property' includes any references to any part or parts of the Property excluding any part or parts specifically referred to in the Agreement.
- (g) 'TDS' means The Dispute Service whose details are shown in the Tenancy Agreement.
- (h) 'ICE' means the Independent Case Examiner of The Dispute Service Limited.
- (i) 'Deposit Holder' in the Prescribed Pages means the person, firm or company who holds the Deposit under and is a Member of the TDS.
- (j) 'Relevant Person' in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.

- (5) The acceptance of Rent after the Tenant has breached any of his obligations contained within this Agreement shall not prejudice the Landlord's right to enforce compliance with this Agreement.

(6) *Costs of Agreement*

The Tenant pays to the Landlord or his Agent the reasonable administration charges of this Agreement and further to pay the reasonable administration charges of reviewing or extending this fixed term agreement if subsequently agreed.

6. Recovery of Possession

- (1) The following clauses set out the ways in which the Landlord may recover possession of the Property. (If either party is unsure of their rights or requires further clarification they should consult a solicitor or their local Citizens Advice Bureau.)
- (2) If the Property remains the Tenant's only or principal home:
 - (a) This Tenancy may be brought to an end before the expiry of the term and the Landlord is entitled to seek possession if grounds 2, 8, 10, 11, 12, 13, 14, 14A, 15 or 17 under Schedule 2 of the *Housing Act 1988* are made out. (See www.opsi.gov.uk for the text of the *Housing Act 1988*.)
 - (b) To bring the Tenancy to an end before the expiry of the term the Landlord must first serve on the Tenant a notice seeking possession under Section 8 of the *Housing Act 1988*. (As long as someone is living in the Property, the Landlord must obtain a court order before he can take possession of the Property. Where the Landlord relies on any ground other than grounds 2 to 8, the court will only order possession against the Tenant where it is reasonable to do so.)
 - (c) After six months or on the day the Tenancy expires (whichever is later) or at any time after that, the Landlord is entitled to possession as of right. (The Landlord must give two months' notice under Section 21 of the *Housing Act 1988* and if someone is living in the Property, the Landlord must obtain a court order before he can take possession of the Property.)

- (3) If the Tenant does not live in the Property as his only or principal home, or for any other reason this Agreement is not an assured shorthold, then if at any time:
- (a) any money payable under this Agreement remains unpaid for 14 days after becoming payable (whether formally demanded or not); or
 - (b) if the Tenant is in breach of any of the terms of this Agreement, then the Landlord may re-enter the Property (or part of it) and upon re-entry the term of the Tenancy shall come to an end. (If any person is living in the Property, then the Landlord can only 're-enter' by starting court proceedings and obtaining a court order. The court may permit the Tenant to keep this Agreement if the Tenant puts right any breach of it.)

7. Provisions for the Serving of Notices

- (1) *Provision for the serving of notices by the Landlord or Agent*
Are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.
- (2) *Provision for the serving of notices by the Tenant or his agent*
Are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified for service of Notices under the Landlord and Tenant Act 1987 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address specified for service of Notices under the Landlord and Tenant Act 1987 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.

8. The Schedules

Schedule I	The Property
Schedule II	The Contents (fixtures, furniture, equipment and effects) and their Condition
Schedule III	The Schedule of Condition of the Property
Schedule IV	Summary of the Landlord's Insurance on the Property
Schedule V	Extract of Superior Lease

SAMPLE

Original

**Signed by the Landlord/
Authorised Signatory**

Signature: _____

(Name in CAPITALS): _____

(as Agent for Landlord/~~as Attorney for Landlord~~) (Delete as applicable)

In the Presence of:

Signature _____

(Name in CAPITALS) _____

Address: _____

Occupation: _____

(NOT TO BE USED FOR AGREEMENTS OF MORE THAN THREE YEARS WHICH MUST BE SIGNED AS A DEED)

SAMPLE

Counterpart

Signed by the Tenant(s):

Signature:

(Name(s) in CAPITALS)

1.

2.

3.

4.

In the Presence of:

Signature

(Name in CAPITALS)

Address:

Occupation:

(NOT TO BE USED FOR AGREEMENTS OF THREE YEARS OR MORE WHICH MUST BE SIGNED AS A DEED)

SAMPLE

Tenancy Deposit Protection Prescribed Information (Housing Act 2004)

Only to be used in connection with an agreement for the creation of an Assured Shorthold Tenancy if the deposit holder is a member of The Dispute Service Ltd (TDS)

Section A: Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

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

The Dispute Service Limited

PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Phone 0845 226 7837
Email deposits@tds.gb.com
Fax 01442 253193
Web www.tds.gb.com

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tds.gb.com.

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tds.gb.com.

THE DEPOSIT

The amount of the deposit paid is £

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A1	Address of Property to which the tenancy relates	
----	--	--

NAME OF THE LETTING AGENT

A2	Name of Letting Agent	
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DETAILS OF THE LANDLORD(S)

A3	Name (s)	
A4	Address	
A5	E mail address	
A6	Telephone number	
A7	Fax number	

DETAILS OF THE TENANT(S)

A8	Name	
A9	Address	
A10	E mail address	
A11	Mobile number	
A12	Fax number	

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

A13	Name	
A14	Address	
A15	E mail address	
A16	Mobile address	
A17	Fax number	

Please provide the details requested in **A8–A17 for each tenant** (there is a continuation sheet for this purpose). If there is a **relevant person** (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in **A8–A12 must be provided for them**, as part of the Prescribed Information. Use the continuation sheet for this purpose.

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in section 4 clause (2) sub-section(s) i-iv of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

CONFIRMATION

The landlord certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by or on behalf of the landlord

The tenant confirms that:

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

Signed by the tenant(s)

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)

Tick **one** of the following:

- The information below relates to a Tenant
- The information below relates to a Relevant Person

First line of address of the property to which the tenancy relates

A8	Name	
A9	Address	
A10	E mail address	
A11	Mobile number	
A12	Fax number	

Details of the Tenant(s) contact details to be used at the end of the tenancy
*(This section only needs to be completed for a tenant, **not** a relevant person)*

A13	Name	
A14	Address	
A15	E mail address	
A16	Mobile address	
A17	Fax number	

Please provide the details requested in A8-A17 for each tenant and the details in A8 to A12 for each relevant person (ie anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.



What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants



Tel: **0845 226 7837**

Fax: **01442 253 193**

Email: **deposits@tds.gb.com**

www.tds.gb.com

Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN

What is TDS?

The Tenancy Deposit Scheme (TDS) is run by The Dispute Service Ltd. It is an insurance-backed tenancy deposit protection scheme authorised by the government.

TDS has two main roles:

- To protect deposits.
- To help resolve disputes about deposits.

What is tenancy deposit protection?

Tenancy deposit protection applies to all deposits for assured shorthold tenancies that started in England or Wales on or after 6 April 2007. By law, a landlord or agent who receives a deposit for such a tenancy must protect the deposit.

Most residential tenancies in the private rented sector are assured shorthold tenancies, with some exceptions. For example, a tenancy cannot be an assured shorthold tenancy if:

- the tenant is a company;
- the rent is more than £100,000 a year;
- the tenancy is for a holiday let; or
- a university or college rents the accommodation to its students.

Tenancy deposit protection means:

- protecting a tenant's deposit with a government-authorised scheme such as TDS;
- providing the tenant with prescribed information about where their deposit is being protected and how it will be managed.

Tenancy deposit protection schemes can be one of two kinds:

- Custodial – this is where the scheme itself holds the deposit during the tenancy.
- Insurance backed – this is where the landlord or agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that tenants will always get back the money to which they are entitled. TDS is an insurance-backed scheme.

Each tenancy deposit scheme has its own rules setting out in detail how it operates. The TDS Rules are available from the TDS website and on request.

What are the legal requirements?

These are contained in sections 212–215 of, and Schedule 10 to, the Housing Act 2004 (as amended). Tenancy deposit protection applies to money received by a landlord or agent that is meant to be held as security in case a tenant does not comply with their obligations.

The landlord or agent must comply with the initial requirements of an authorised tenancy deposit protection scheme within 30 days of receiving the deposit. To protect a deposit with TDS, the landlord or agent needs to belong to the scheme, register the deposit on the TDS tenancy database, and pay a membership subscription or deposit protection charge.

A TDS member (landlord or agent) must also give the tenant 'prescribed information'. This information is set out in the Housing (Tenancy Deposits (Prescribed Information) Order 2007. It must also be given to anyone who paid the deposit on the tenant's behalf.

The prescribed information includes the contact details of the landlord and tenant, the rented property's address, the deposit amount and this leaflet. The landlord or agent must also specify which tenancy agreement clauses say how the deposit can be used.

Tenants must be given the opportunity to:

- check any document the landlord provides containing prescribed information; and
- sign it to confirm the information is accurate.

What if the landlord or agent does not comply?

A landlord or agent should protect the deposit in an authorised scheme and provide the tenant (and any sponsor) with the prescribed information within 30 days of receiving the deposit. If they don't do so, then the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to protect the deposit or repay it to the tenant. The court can also order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

A landlord who has not correctly protected a deposit cannot serve a notice to end the tenancy and regain possession of it under section 21 of the Housing Act 1988. The landlord can only serve such a 'section 21 notice' after the deposit has been repaid or after any court case about the deposit has ended.

A landlord who has not given the tenant prescribed information within 30 days must not issue a section 21 notice until the prescribed information has been given. If this takes place more than 30 days after the landlord or agent received the deposit, the tenant can still apply to court for compensation of between one and three times the deposit's value.

TDS cannot award compensation to tenants if a landlord or agent fails to comply with the law relating to tenancy deposit protection. This can only be dealt with by the courts.

Is my deposit protected?

Tenants can check if their deposit is registered with TDS by visiting www.tds.gb.com. If tenants have received a Tenancy Deposit Protection Certificate, they should enter the code number from that certificate. Alternatively they can enter their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

If a member informs TDS that the protection of a deposit should be ended, TDS will make reasonable efforts to inform the tenant before ending the protection.

If the tenancy has not ended, the tenant (or one of the joint tenants) can object to the ending of deposit protection by phoning the TDS customer contact centre.

If the tenancy has ended and the tenant is not satisfied with the proposed split of the deposit, then the tenant can ask TDS to resolve the dispute within three months after the end of the tenancy.

What happens to the deposit after the landlord or agent receives it?

The landlord or the agent will hold the deposit during the tenancy. The tenancy agreement should state who receives any interest it makes.

What happens to the deposit at the end of the tenancy?

If there is no dispute about the return of the deposit at the end of the tenancy, the landlord or agent must pay the deposit to the tenant without delay, less any deductions that the tenant has agreed.

If there is a dispute about the return of the deposit or about proposed deductions, the parties should try to reach agreement without delay. Most disputes are resolved informally in this way. But if the deposit has not been returned to the tenant within 10 days of the tenant asking for it, any of the parties can ask TDS to resolve the dispute.

If there is a dispute, what happens to the deposit?

The landlord or agent can make a payment from the deposit if:

- both landlord and tenant have agreed; or
- the court has ordered the deposit to be paid; or
- TDS directs them to send the money to TDS.

Once TDS has been asked to resolve a deposit dispute, the landlord or the agent must send the disputed amount to TDS. By this time, the landlord or agent should have paid the tenant any part of the deposit that is not an agreed deduction or in dispute.

If whoever is holding the deposit does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. This will not delay TDS in resolving the dispute. If the deposit holder cannot pay the disputed amount, for example because it has become insolvent, TDS will arrange the adjudication, pay the tenant the amount awarded by the adjudicator and make a claim to its insurers. The law requires TDS to guarantee only that the tenant receives the amount they are entitled to.

How are disputes resolved?

The person who wishes to send the dispute to TDS can do this online or by completing a **Dispute Application Form** giving details of the dispute, and any relevant supporting documents.

The deposit holder must then send the disputed amount to TDS. It will copy the dispute details to the other parties and give them 10 working days to consent to TDS resolving the dispute, respond to the claim, and send in their evidence.

If all the parties agree to TDS resolving the dispute, TDS will appoint an impartial adjudicator to make a binding decision, normally within 28 days of receiving the parties' consent to resolving the dispute. If landlords and agents do not reply, they are treated as consenting. In all these cases, the adjudicator will normally make a decision within 28 days after the deadline for giving evidence.

Within a further 10 days of the adjudicator's decision, TDS will pay the amount due to each party.

The adjudicator's decision will be based only on the evidence sent to TDS – there will be no hearing or visit to the property.

The adjudicator's decision is final. There is no right of appeal to TDS or to the government department in charge of the tenancy deposit protection schemes.

Further details are set out in **The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes** at www.tds.gb.com.

What if the landlord or tenant can't be contacted at the end of the tenancy?

TDS cannot resolve a dispute if it cannot contact the parties to get their consent to TDS being involved. In these circumstances, the deposit holder must do the following:

Make every practical effort – over a reasonable period of time but not for longer than it would take TDS to resolve a dispute – to contact the (ex)-tenant/landlord using information readily available.

Assess any damage, rent arrears and any other likely deductions from the deposit as they would normally do.

- Split the deposit, pay the party who is present the appropriate amount, and transfer the amount due to the absent tenant/landlord to a suitably chosen 'Client suspense (bank) account'.

The deposit holder should make a formal record of these activities and support it with suitable documents.

After enough time (usually at least six years) has passed from the last contact with the absent tenant/landlord, the deposit holder may then donate the absent party's share to a suitable registered charity – subject to a binding promise from the deposit holder that it would immediately pay from its own pocket any valid claim it later received from the beneficial or legal owner.

If the absent tenant/landlord returns within that time and seeks to dispute the allocation of the deposit, TDS may offer to adjudicate.

Is adjudication better than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

If TDS protects a deposit and the dispute goes to court, the disputed amount must be sent to TDS. TDS will distribute the deposit once it receives a final court order showing what is to happen to the deposit.

TDS can only resolve a dispute if the deposit has been registered with TDS. If a deposit has not been registered, the parties will have to go to court if they cannot agree a settlement.

Sometimes landlords or tenants prefer to go to court. It might be better for a landlord to go to court if they have a big claim that is well above the deposit. It might be better for a tenant to go to court if they have a counterclaim – say if they had to pay for boiler repairs because the heating did not work for several weeks. TDS cannot deal with counterclaims.

Where TDS cannot accept a dispute for adjudication, TDS will notify any other party to the dispute that this has happened. The other party to the dispute may then choose to go to court or rely on the agent's judgment if the agent is holding the deposit.

What can TDS deal with?

Using the TDS dispute resolution service is not compulsory. If either the landlord or tenant does not agree to use the service, one of them could choose to go to court.

TDS can only deal with disputes about the deposit itself, and cannot make awards that are for more than the disputed deposit. If a larger amount is disputed, you may need to go to court. TDS cannot deal with counterclaims by tenants – such as a claim for disrepair. If you are a tenant and you wish to bring a counterclaim against your landlord, you will need to go to court.

TDS cannot deal with disputes between individual tenants, or between landlords and their agents. TDS does not act as a regulator and cannot order changes in trading practices, close down businesses, or prosecute landlords or agents. However, it does try to raise standards in the private rented sector by educating tenants, landlords and agents about the cause of disputes and how to avoid them.

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