



TOP PROPERTY Student Homes

ASSURED SHORTHOLD TENANCY AGREEMENT

Under Part 1 of the Housing Act 1988

Relating to

Between

The Landlord and **The Tenant(s)**

We require all paperwork to be completed by the Tenant before moving into the property. This includes us validating your right to rent in the UK, the providing of satisfactory guarantor paperwork by your guarantors, and due rent being paid in full.

This Tenancy Agreement is signed subject to this.

If there are outstanding matters you will not be permitted to move in until they are resolved to the satisfaction of the landlord and/or the agent. Failure to resolve these issues is regarded as a material breach of the tenancy and the landlord and/or the agent reserves the right to rescind the tenancy agreement on this basis. The Landlord and the agent accepts no liability in case of contract rescinding or from delays in you moving in.

This is an important legal agreement and you should ensure that you seek legal advice in respect of the content.

Tenant Name	Student Number	University^^

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1. Particulars

This agreement is dated _____ and made between:

Parties

(1)

(Landlord)

(2)

(Tenant)

Property Address:

Rent: £ _____ to be paid on the first day of each calendar month or below in Alternative Payment Schedule. In the case of errors or omissions in the below Alternative Payment Schedule the rent schedule in the Rent clause shall apply.

Alternative Payment Schedule:

Deposit: _____ to be paid by the Tenant within 14 days of the Tenancy signing and before commencement of the Tenancy Agreement. The deposit will be held in accordance with clause 6.

Services: Provision of services explicitly included in the rent as follows:

Term: _____ to _____

*** Note: Wording of "Telephone" means "Broadband Internet". Telephone calls and/or telephone service are specifically not included unless otherwise specified in special conditions.**

Special Conditions:

Maintenance:

All maintenance is to be logged at our website via <https://topproperty-services.com/report-repairs/>. Our maintenance platform is to be used for all ongoing contact regarding maintenance issues. Once you have raised an issue you will be able to log in and get updates on the issue raised. Items that are raised as an emergency will be notified by the appropriate contractor - note that you may not get an immediate response.

If you encounter an issue that requires the attention of the police, medical or and fire services, call 999. If you smell gas, call Transco on 0800 111 999.

2. Interpretation

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

Definitions:

Agent: Topproperty Lettings Limited of 337 Smithdown Road, Wavertree, Liverpool L15 3JJ.

Contents: the furniture, furnishings and any other items set out in the Inventory and Schedules.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

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/or 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 will be provided to the Tenant

LTA 1985: Landlord and Tenant Act 1985.

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Rights: The right to the shared use of common facilities including any living room kitchen and bathroom within the Property save for the other bedrooms not currently let or occupied exclusively by the other occupants in the Property.

Scheme Administrator: administrator of either a custodial or insurance Tenancy Deposit Scheme.

Tenancy Deposit Scheme: 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.

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

Clause headings shall not affect the interpretation of this agreement.

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Unless the context otherwise requires, words in the singular (including "Tenant") shall include the plural and in the plural shall include the singular.

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

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

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

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

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

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

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.

References to clauses are to the clauses of this agreement.

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 all Tenants at the Property and a reference to its successors in title and assigns.

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.

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.

3. Grant of the Tenancy

- 3.1 The Landlord lets the Property to the Tenant for the Term.
- 3.2 The letting includes the Rights in common with all others entitled to them.
- 3.3 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the Housing Act 1988.

4. Contents and keys

- 4.1 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) to a professional standard, in accordance with Schedule 1.
- 4.2 The Landlord and Tenant consent to the use of the Inventory and Schedules as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the Tenancy Deposit Scheme in which the Deposit is held.
- 4.3 The Tenant is responsible for looking after the keys and security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the reasonable costs properly incurred to replace the lost keys, or security device, which may include replacement of the security system.

5. Rent

- 5.1 The Tenant shall pay the Rent in advance on or before the commencement of the Term and according to the payment plan at Annex A of this Agreement. Accepted methods are standing order, bank transfer, and online card payments where provided. Cash is not accepted.
- 5.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.
- 5.3 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's 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.
- 5.4 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.
- 5.5 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, unless the Landlord provides a suitable alternative accommodation for the Tenant for this duration.

6. Deposit

- 6.1 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- (a) make good any damage or lack of cleanliness to the Property or the Contents (except for fair wear and tear) caused by the Tenant's breach of its obligations under 3.1 or 9;
 - (b) utility overspend, removing rubbish and replace any keys not returned; and
 - (c) pay any Rent which remains unpaid.
- 6.2 Once fully paid by The Tenant, the deposit will be protected by one of the government authorised Tenancy Deposit Schemes – information regarding the deposit scheme used will be issued separately. The deposit shall be repaid to the Tenant (no interest payment will be payable to the Tenant) at the end of the Term but only once the Tenant has fully vacated the Property and paid all sums due under this Agreement and subject to the provisions of this clause.
- 6.3 The Landlord may retain from the Deposit an amount equivalent to any sums payable by the Tenant under this Agreement but not paid (whether or not a formal demand has been made), and any amount equivalent to any expense incurred by the Landlord resulting from any failure by the Tenant to observe and perform the Tenant's obligations under this Agreement.
- 6.4 This clause shall not entitle the Tenant to withhold or delay payment of any sum due under this Agreement.
- 6.5 The rights and remedies of the Landlord under this clause are additional to and not in substitution for other rights and remedies.

7. Tenancy Deposit Scheme

- 7.1 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the Tenancy Deposit Scheme being used and give details of the Tenancy Deposit Scheme as required under the membership rules of the Tenancy Deposit Scheme.
- 7.2 The Landlord shall provide 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*).
- 7.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the Tenancy Deposit Scheme.
- 7.4 The Landlord shall inform the Tenant within reasonable time of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in 5.
- 7.5 The Landlord shall inform the Scheme Administrator within reasonable time of the Tenancy ending that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant.

8. Use of Property

- 8.1 The Tenant shall:

- (a) only use the Property as a private dwelling house for the use of the Tenant;
 - (b) immediately notify the Landlord of a change in the Tenant's immigration status; and
 - (c) not permit anyone other than the Tenant named within this document to occupy the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).
- 8.2 The Tenant shall not use the Property for the purposes of conducting a business.
- 8.3 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).
- 8.4 The Tenant shall not engage in anti-social behaviour, nor allow household members or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the Landlord other occupiers neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, intimidation, harassment or victimisation on the grounds of persons race sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status).
- 8.5 The tenant shall not do anything at the property that has the effect of invalidating the insurance that the Landlord has taken out in accordance with 13.5 or the premium on any of such policies to be increased. The Landlord shall provide the Tenant with a summary of the relevant insurance requirements.
- 8.6 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.
- 8.7 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably withheld.

9. Assignment or subletting

- 9.1 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.

10. Repairs and alterations

- 10.1 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) and shall return the Property to the Landlord at the end of the Tenancy cleaned to a professional standard, as detailed in Schedule 1.
- 10.2 The Tenant shall not use blu-tac or any other adhesive on the walls of the Property.
- 10.3 The Tenant will keep the Property adequately ventilated by opening windows and using extractor fans where fitted.

- 10.4 If the Property has a garden or backyard, the Tenant shall keep it clean and tidy, and free from rubbish, as detailed in Schedule 1.
- 10.5 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean, as detailed in Schedule 1.
- 10.6 The Tenant shall promptly replace all broken or damaged glass, fixtures or fittings at the Property where the Tenant, or the Tenant's family or visitors cause the breakage or damage.
- 10.7 The Tenant shall not cause any blockage to the dishwasher, washing machine, dryer, drains, gutters and pipes of the Property. The Tenant shall not put wet wipes, cotton buds or anything else other than tissue paper in the toilets. The Tenant shall not put food waste and fats in the sinks. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under 13.8.
- 10.8 The Tenant shall not cover any fire safety equipment at the Property in any way and shall ensure that all fire doors, closers, smoke detectors, heat detectors, fire alarm boxes are not tampered with or removed.
- 10.9 The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord. This includes altering, changing or installing any locks on any doors or windows in or about the Property, bringing any furniture or household belongings into the Property, which do not meet with the Furniture and Furnishings Fire Safety Regulations.
- 10.10 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property or the building of which it forms part.
- 10.11 The Tenant shall not charge any e-bike or e-scooter within the property or within the property boundary via internal or external power points.

11. Utilities and outgoings

- 11.1 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities. The services provided are to be used reasonably and shared equally.
- 11.2 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.
- 11.3 The Tenant shall pay for a television licence for the Property if a television is supplied by the Landlord, unless otherwise agreed.
- 11.4 The Tenant shall pay to the relevant local authority the Council tax for the Property and shall indemnify and keep the Landlord indemnified for the Council tax for the term of the Tenancy.
- 11.5 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.

12. Tenant's obligations

- 12.1 The Tenant shall grant the Landlord access to the Property throughout the period of July and August for the completion of works.
- 12.2 The Tenant shall pay for The Landlord's costs of £50 (Inc. VAT), or other reasonable costs if in excess of £50 for changes to tenancy agreements made at the request of the Tenant.
- 12.3 The Tenant shall pay for the Landlord's reasonable costs for the re-letting of the Property in the event that the Tenant vacates the Property prior to the expiration of the Term which will include the payment of Rent up and until the Property is re-let.
- 12.4 The Tenant shall allow the Landlord and those authorised by the Landlord to enter the Property at reasonable times of the day with or without prospective tenants and/or purchasers so as to facilitate the Landlord's re-letting or other disposal of the Property, having given The Tenant the notice required by law.
- 12.5 The Tenant shall notify the Landlord promptly of any disrepair, damage or defect in the property or of any event which causes damage to the property or which may give rise to a claim under the insurance at the Property. The Tenant will be liable for any excess payment on the Landlord's insurance policy if the Property suffers damage or loss due to the Tenant's negligence.
- 12.6 The Tenant shall agree for the disclosure to third parties of their contact information to allow The Agency or The Landlord to carry out its duties in the management of the property and tenancy. This third party can include, but is not limited to, referencing agencies, local authorities, utility companies, and contractors who are carrying out maintenance or property services on behalf of The Agency or The Landlord. The full privacy policy for The Agency can be found at <https://topproperty-services.com/privacy>
- 12.7 The Tenant shall agree to accept the service of notice by electronic means, such means to include email.
- 12.8 The Tenant shall update The Agent or The Landlord with new contact details (email and phone number) if these change, and to notify The Agent or The Landlord of any address or contact detail change of relevant persons to the contract, including but not limited to any person giving a guarantee to their tenancy.
- 12.9 The Tenant shall pay interest at the rate of 3% above the base rate from time to time of The Bank Of England on any sum payable under this Agreement that is not paid after the expiry of 14 days from its due date such interest to be calculated from and including the due date to but not including the date of payment (both before and after any judgment) PROVIDED THAT this clause shall not entitle the Tenant to withhold or delay payment of any such sum or affect the rights of the Landlord in relation to any non-payment.
- 12.10 The Tenant shall pay for the Landlord's reasonable administrative and legal costs for any breach by the tenant of the tenancy agreement and shall indemnify and keep the Landlord indemnified in respect of all costs, professional fees and expenses incurred as a result of the Tenant's conduct and any breach of the tenancy agreement.

- 12.11 The Tenant has no entitlement to withhold rent due to maintenance issues in the Property.
- 12.12 The Tenant agrees to indemnify the landlord against the landlord's costs for any failed appointments from contractors or service companies visiting the property and the Tenant not being in attendance or refusing to grant access (including but not limited to phone and Internet companies, building contractors, gas engineers etc).

13. Landlord's obligations

- 13.1 The Landlord shall pay and indemnify the Tenant against all charges relating to the Property except those which the Tenant has expressly agreed to pay.
- 13.2 The Landlord shall provide the Tenant with suitable means of access to escape the Property.
- 13.3 For inclusive contracts there is a pre-agreed cap on usage for gas and electricity, which is based on kWh of usage and any usage above this cap is to be paid for by The Tenants. The cap amounts below are based on a tenancy of 11 months and for a monthly kWh figure divide the units by 11. For shorter or longer tenancies divide the unit limits by 11 and multiply by the monthly length of the contract.

House size	Allowance	Indicative cost of allowance
3 bed houses	2500kWh for electricity 12500kWh for gas	£1942*
4 bed houses	3000kWh for electricity 13500kWh for gas	£2157*
5 bed houses	3500kWh for electricity 14500kWh for gas	£2372*
6 bed houses	4000kWh for electricity 15500kWh for gas	£2588*
7 bed houses	4500kWh for electricity 16500kWh for gas	£2803*
8 bed houses	5000kWh for electricity 17500kWh for gas	£3018*
9 bed houses	5500kWh for electricity 18500kWh for gas	£3233*
10 bed houses	6000kWh for electricity 19500kWh for gas	£3276*

* The approximate cost is based on the Ofgem cap rate for direct debit customers from 1st October 2023 and includes standing charges and residential utility supply VAT at 5%. This approximate cost is subject to change based on the landlord's contract rate, any fluctuations to the Ofgem cap amount and any government price cap that may apply from time to time. The approximate monetary cost for the cap is subject to variation however the actual unit/kwh costs are not.

If The Tenants exceed this kWh limit during the length of the tenancy, or for any months during the tenancy on a pro-rata basis, the Landlord reserves the right to charge The Tenants for the amount overused. The Landlord reserves the right to charge The Tenants at the end of the tenancy or during the tenancy for any over-use. Any over-use will be charged at the cost per kWh unit the landlord is charged for the utility service on the landlord's latest bill.

The Landlord agrees that reasonable care will be taken to ensure The Tenant is not charged an amount per kWh unit higher than The Landlord is charged. Any recharge rates may be on an average of rates from multiple bills where there is fluctuation in the unit rates.

- 13.4 The Landlord shall observe and perform the obligations implied in this Agreement by the Landlord and Tenant Act 1985 Section 11 (such obligations being by way of assistance to the parties only and without seeking to alter the effect of such Section to keep in repair the structure and exterior of the Property, the installations for the supply of water, gas, electricity, space heating and heating water and the installations for the purposes of sanitation).
- 13.5 The Landlord shall insure the Property 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.
- 13.6 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.
- 13.7 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 13.8 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.
- 13.9 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.
- 13.10 The Landlord shall keep in repair any appliances at the Property and provided by the Landlord).

14. Default by the Tenant

- 14.1 The Landlord reserves the right to re-enter the Property without prior notice 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, 7 (in England only), 7A, 7B (in England only), 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

This 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.

- 14.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy for the Tenant in default shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant in default shall remain in force.
- 14.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

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

- 15.1 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) to inspect the Property for the purpose of preparing an EPC and Recommendation Report for the Property or the building of which it forms part and the Tenant shall cooperate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;
 - (f) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
 - (g) to show prospective tenants or purchasers around the Property.

15.2 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).

15.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property.

16. Expiry of the Tenancy

16.1 At the end of this Tenancy (howsoever determined), the Tenant shall give the Landlord vacant possession and return the Property and the Contents to the Landlord in the condition required by this agreement and as detailed in Schedule 2.

16.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then the Tenancy shall continue as a contractual periodic tenancy on a [weekly **OR** monthly] basis. To end the contractual periodic tenancy, the Tenant shall give the Landlord at least one [week's **OR** month's] notice in writing. The notice must end on the day before the rent is due.

- 16.3 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.
- 16.4 The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end.
- 16.5 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 Landlord shall remove and store the possessions for a maximum of three months at a cost to the Tenant. The Landlord shall take reasonable steps to notify the Tenant at the last known address. If the items are not collected within 28 days, the Landlord may dispose of the items.

17. Notices

- 17.1 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 as set out under 'Parties';
 - (b) left at the Landlord's address as set out under 'Parties'.
- 17.2 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.
- 17.3 If a notice is given in accordance with 16.1 and 16.2, 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.

18. Recovery of possession during the term

- 18.1 The Landlord may recover possession of the property during the term if -
- (a) the Tenant is more than 14 days late in paying the Rent (whether formally demanded or not) or is in breach of any of the terms of this Agreement then (subject only to the provisions of the general law) the Landlord may recover possession of the Property and the tenancy created by this Agreement will then determine but all the Landlord's other rights and remedies will remain unaffected;
 - (b) the Tenant become bankrupt;
 - (c) The Landlord does not receive signed guarantor paperwork;

- (d) any of the grounds listed in Schedule 2 of The Housing Act 1988 as amended under The Housing Act 1996 applies.

19. Agreed matters

- 19.1 The Landlord and the Tenant agree:
- 19.2 For the purposes of the Landlord and Tenant Act 1987 Section 48 the Landlord notifies the Tenant that the Tenant may serve notices on the Landlord at the address set out under 'Parties'.
- 19.3 The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice required to be served under this Agreement or any Act of Parliament. If the Landlord or the Agent delivers a Notice or document to the property (or the last known address of the Tenant if different) by hand or sends it by recorded or registered delivery or by first class post or by email addressed to the Tenant then the Tenant will be treated as though they have received it. Should you wish to terminate or vary this agreement in whole or in part, the Landlord will not be bound to do so, however they may consider doing this if the Tenant agrees to pay the costs of the termination or variation; whichever is applicable and if all obligations under this Agreement are observed.
- 19.4 That the Tenant has received;
 - (a) the current how to rent booklet as at the Commencement Date or signing of this agreement, whichever shall be earlier;
 - (b) the EPC for the Property;
 - (c) Gas Safety Certificate for the property;
 - (d) All licensing and information as required.

20. 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.

Parties to this agreement agree that if court action is required due to breach of the tenancy the venue for court action will be at the county court closest to The Property or at the court venue requested by the Landlord.

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

21. Signatures

SIGNED by all parties

Name:	Signature	Date

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Schedule 1 - cleaning guidelines

Cleaning guidelines can be found on our website at

<https://topproperty-services.com/assets/cleaning-guide.pdf>

Schedule 2 - Inventory/check-in report

The Inventory/check-in report will be sent under separate cover after production by inventory clerk.

Annex A – Payment Plan/Alternative Rent Schedule

See page 3 (*under Rent*).



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 (a Relevant Person) within 30 days of receiving the deposit.

The scheme administrator of TDS Custodial is:

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

Phone 0300 037 1001
Email info@tenancydepositscheme.com
Fax 01442 253193
Web custodial.tenancydepositscheme.com

(i) THE DEPOSIT

The amount of the deposit paid is

(ii) Address of the property to which the tenancy relates

(iii) DETAILS OF THE LANDLORD(S)

Name(s): Topproperty Services as agent for

Address (Agent):

E mail address (Agent): info@topproperty-services.com

Telephone number (Agent): 0151 733 2200

(iv) DETAILS OF THE TENANT(S)

Name:	Address	Email	Phone Number

Please provide the details requested in (iv) for each tenant (there is a continuation sheet for this purpose).

(v) RELEVANT PERSON'S CONTACT DETAILS

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 (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

(vi) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause(s) 6.1, 6.3, 6.4, 6.8 (legacy tenancy) or clauses 5.1 and 5.2 (marked as Revision 2 tenancy or later) 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 Custodial or by the court.

(vii) CONFIRMATION

The landlord certifies and confirms that:

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

(b) I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by or on behalf of the landlord:

--

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)

Name:	Signature	Date

Note: This Prescribed Information document may be incorporated into another document including the tenancy agreement - if so incorporated signing of that document includes signing of this document.

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

(iv) CONTACT DETAILS

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)

Name:	Address	Email	Phone Number

Please provide the details requested for each tenant and each relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf).

What is the TDS Custodial Scheme?

An advisory leaflet for landlords and tenants



TDS Custodial is a tenancy deposit protection scheme run by The Dispute Service Ltd. It is authorised by the Government to hold tenancy deposits until repayment is requested when the tenancy ends.

What is tenancy deposit protection?

By law, a landlord or agent who receives a deposit for an Assured Shorthold Tenancy (AST) that started in England or Wales on or after 6th April 2007 must protect the deposit with a tenancy deposit protection scheme.

The landlord or agent has two duties under the legislation, both of which should be done within 30 calendar days of receiving the deposit:

- To protect the deposit with a Government-authorised scheme.
- To provide the tenant(s) (and any relevant person) with prescribed information about where their deposit is being protected and how it will be managed.

How does it work?

Tenancy deposit protection schemes can be one of two kinds:

Custodial - this is where the scheme itself holds the deposit during the tenancy.

Insured - 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.

Is my deposit protected?

Tenants can check if their deposit is protected with TDS Custodial by visiting www.tenancydepositscheme.com and entering their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

How much does it cost?

TDS Custodial is free to use - we are funded by the interest received on the deposit during the tenancy. There is no charge to landlords, tenants or agents for having a dispute resolved.

What if the landlord does not comply?

If the landlord or agent does not protect the deposit or provide the prescribed information within 30 calendar days of receiving the deposit, 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 pay the tenant compensation of between one and three times the deposit's value.

Non-compliance can also affect the landlord's ability to serve notice to end the tenancy and regain possession under section 21 of the Housing Act 1988.

TDS Custodial 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.



What will you receive?

Within 30 calendar days of receipt of the deposit, the landlord must provide the tenant with:

- The prescribed information (which includes, but is not limited to, the address of the property, amount of deposit and the circumstances in which deductions can be made from it)
- A copy of this leaflet

After the deposit is lodged with the scheme, TDS Custodial will provide the tenant and landlord with:

- A deposit protection certificate
- Access details for your online account

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

Either the landlord or tenant can start the repayment process following the end of the tenancy. Once TDS Custodial receives a request for repayment, it will notify the other party of the request and invite them to respond within 30 working days to say whether they agree or disagree.

If the other party responds saying that they agree to the repayment, the deposit will be repaid as per that agreement within 5 calendar days.

If the other party responds saying that they do not agree to the repayment request, they can ask for the dispute to be resolved by our dispute resolution process.

How does the dispute resolution process work?

TDS Custodial will firstly invite the landlord to set out their claim and provide supporting documentation such as the tenancy agreement, check-in/check-out reports, invoices and quotations. We will then invite the tenant to view the landlord's evidence and respond to it, with the opportunity to submit their own supporting documentation. Each party has 14 calendar days to submit their evidence, in turn.

After the evidence gathering process is complete, the case will be sent to one of our independent adjudicators who will reach a binding decision within 28 calendar days. TDS Custodial will repay the deposit per the adjudicator's decision within a further 5 calendar days.

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What if I don't agree with the outcome?

The adjudicator's decision will be based only on the evidence sent to TDS Custodial - there will be no hearing or visit to the property. The adjudicator's decision is final. There is no right of appeal to TDS Custodial or to the Government department in charge of the tenancy deposit protection schemes.

What if the other party doesn't respond to my repayment request?

If the other party does not respond within 30 working days, the party requesting repayment must complete a statutory declaration before TDS Custodial can repay the deposit.

The statutory declaration is a sworn legal document confirming that the other party cannot be contacted, and confirms any claims made on the deposit and the amounts to be repaid to each party.

TDS Custodial provides a simple template to use for this process. Further guidance on this is available on our website or from our customer operations department.

The requesting party must send the sworn statutory declaration and related documentation to TDS Custodial who will send it to the other party and give them the opportunity to respond within 14 calendar days. If the other party does not respond to the statutory declaration, TDS will repay the requested amount of the deposit within 5 calendar days.

Should the other party respond to the scheme to say that they do not agree to the repayment request, they can ask for the dispute to be resolved through TDS Custodial's dispute resolution process. The parties should, in the first instance, attempt to resolve the dispute directly with each other.

Top tips to remember

To help us repay your deposit quickly and smoothly to you at the end of the tenancy:

- Activate your account as soon as possible and keep your contact details up to date - if we have your current email address, we will be able to notify you immediately of anything relating to the deposit.
- Avoid using a work or university email address as these may change or expire during the tenancy.
- Add our email address to your safe senders list - info@tenancydepositscheme.com - to ensure our emails do not go to your junk folder.
- We will need your bank details to repay the deposit at the end of the tenancy. You can add these in your online account.
- You must attempt to resolve any dispute over the deposit repayment prior to referring the dispute to TDS Custodial's dispute resolution service. Communication is key to avoiding a dispute.

What disputes can TDS Custodial deal with?

TDS Custodial can only handle disputes relating to the deposit.

- ✘ The adjudicator cannot make an award for more than the disputed deposit. If a larger amount is disputed, you may need to go to court.
- ✘ We cannot deal with counterclaims by tenants, such as a claim for disrepair. If you are a tenant and wish to bring a counterclaim against your landlord, you will need to go to court.
- ✘ TDS Custodial cannot deal with disputes between individual tenants, or between landlords and their agents.

Using the dispute resolution mechanism is not compulsory. Either party may choose to go to court instead. The court order must be sent to TDS Custodial when the outcome is known so that the deposit can be released in accordance with the order. It is essential that the order relates to the deposit and directs TDS Custodial how the deposit should be split.

TDS Custodial operated by, The Dispute Service Limited, West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG.

www.tenancydepositscheme.com

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