

**AGREEMENT**  
For Unfurnished  
ASSURED SHORTHOLD TENANCY

DATED THIS

DAY OF

201

**NAME AND ADDRESS OF  
LANDLORD**

Hurston Estates Limited  
Hurston House  
Wield  
Alresford  
Hampshire SO24 9RN

**NAME AND ADDRESS OF  
TENANT**

**AND GARAGE NUMBER**

**ADDRESS**

**RENT**

£per calendar month to be paid monthly in advance on the  
1<sup>st</sup> day of each month

**COMMENCEMENT DATE**

**END DATE**

**DEPOSIT**

£  
To be paid by the tenant/s and to be held by Parsons Son &  
Basley as Stakeholders. Parsons Son & Basley are members  
of the Tenancy Deposit Scheme

**PERMITTED OCCUPANTS**

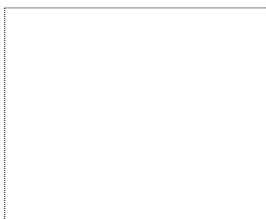
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**GUARANTORS**

Landlord's Initials

Tenant's/s' initials

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**DEFINITIONS:** The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or any part of this agreement. If you are in doubt ask for clarification or take separate advice.

**The property:** The property includes all or any parts of the dwelling-house, gardens, paths, fences, boundaries or other outbuildings which form part of the let. Where the property forms only part of another property (e.g. in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.

**Tenancy start date:** A tenancy agreement is not, technically, a legally binding contract until it has been “executed” and “exchanged” by being dated, after both parties (or their authorised representatives) have signed; although it might be possible for either party to take legal action against the other if they withdraw prior to this date.

**Landlord:** A person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the property.

**Tenant:** A person, or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.

**Joint and several liability:** The expression joint and several liability means that jointly the Tenants are liable for the payment of all rents and all liabilities falling upon the Tenants during the tenancy as well as any breach of the Agreement. Individually each Tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of the Agreement until all payments have been made in full. A maximum of four people can be such joint Tenants.

**Indemnity:** The responsibility to compensate someone, usually here the Landlord, for a loss that they have suffered because of something the Tenant or somebody else has done or not done.

**Superior landlord:** People, or persons, to whom the ownership or interest in the Leasehold property might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.

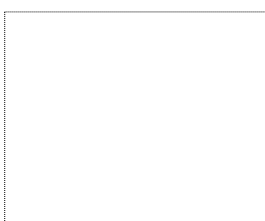
**Head or superior lease:** Means a Lease (if any) under which the Landlord himself holds, or owns the property and which contains the obligations of which the Landlord, or his Tenants in turn may be found.

**Fixtures and fittings:** References to fixtures and fittings relate to any of the Landlord’s furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.

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**The term of the tenancy:** References to the term or the tenancy include any extension or period of holding over or continuation, or any statutory periodic tenancy that may arise following the end of the set period set out in the Particulars.

**Stakeholder:** Parsons Son & Basley who will hold the Deposit paid by the Tenant on the basis that no deduction is made from it without the consent of the Landlord and the Tenant or following a decision of the Court or of the adjudicator appointed under the Tenancy Deposit Scheme.

**Deposit:** That sum of money paid by the Tenant to Parsons Son & Basley at the start of this tenancy agreement to be held as security for the Tenant's performance of their obligations to the Landlord. This money will be held at Natwest Bank, Unit 40, 56 Churchill Square, Brighton in No 3 Clients Trustee Account Number 15610829 (this is not interest bearing) or No 3 Client Reserve Account 15610837 (this is interest bearing).

**ICE:** The Independent person appointed under the Tenancy Deposit Scheme to adjudicate upon any dispute between the Landlord and the Tenant as to the use of the Deposit monies at the end of a tenancy.

**MEMBER:** Parsons Son & Basley are members of the Tenancy Deposit Scheme which is administered by:

The Dispute Service Ltd  
PO BOX 1255  
Hemel Hempstead  
Herts  
HP1 9GN

Phone: 0845 2267837  
Web: [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)  
E-mail: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Fax: 01442 253193

**Consent of the landlord or his agent:** Where the consent of the Landlord or his Agent is required for the Tenant to carry out some action it is strongly recommended that where such consent is granted, the Tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.

**Water charges:** This includes charges, rates or costs relating to water, sewerage and environmental services.

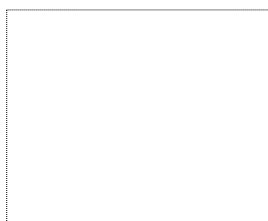
**Masculine and feminine, singular and plural:** Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.

**Agent:** Any letting or managing agent, or any other duly authorised person, notified to the tenant, who is acting from time to time on behalf of the Landlord.

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**Inventory and or Schedule of Condition:** This refers to any document prepared by the Landlord, the Agent or an inventory clerk by arrangement of the Landlord or Agent, and provided to the Tenant detailing the Landlord's fixtures, fittings, furnishings, equipment etc., the décor and the condition of the property generally. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the commencement of the tenancy. Any significant mistake, misdescription or other amendment should be notified to the Landlord or his Agent as soon as practicable after the tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.

**Utilities, telephone and council tax charges:** These charges are the responsibility of the Tenant for the term of the tenancy. The Landlord, unless otherwise stated, will not be responsible for any of these charges incurred during the tenancy.

**Rent due:** Any person paying the rent, or part of it, for the property during the term shall be deemed to have paid it as agent for and on behalf of the Tenant which the agent and Landlord shall be entitled to assume without enquiry.

**Rent due date:** The same date in any month as the date on which the tenancy commenced, for example, if the commencement date is 10<sup>th</sup> June, the rent due date is the 10<sup>th</sup> of a month. Standing orders must be set up to ensure that payments are received by the rent due date (allowing 3 days for transfer of monies).

**Notices:** One calendar month's notice must be given by the Tenant in writing to the Landlord or Landlord's Agent on a rent due date. The tenancy cannot expire until the completion of the fixed term.

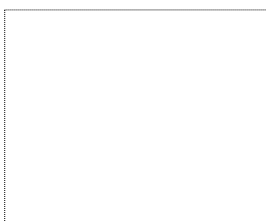
**Statutory Periodic Tenancy:** If notice is not given following the expiry of the fixed term, the tenancy will automatically continue on a "month by month" basis. Under this tenancy the Tenant may give one calendar month's written notice on a rent due date as above, and the Landlord may give the Tenant two calendar months' written notice on a rent due date.

**Emergency:** Where there is a risk to life or damage to the fabric of the Property or Fixtures contained within the Property.

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**1.0 THE LETTING**

1.1 The Landlord lets and the Tenant takes the Property for the Term at the Rent and in accordance with the terms and conditions of the tenancy set out below. The Tenancy will be an assured shorthold tenancy within Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by Section 21 of that Act.

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**2.0 INTERPRETATION**

2.1 The expression “Landlord” includes the successors in title to the Landlord and the singular number includes the plural and vice versa. The neuter includes the masculine and the feminine and where there are two or more persons included in the expression “the Tenant” or “the Landlord”, agreements by the Tenant or the Landlord shall be deemed to have been made by such persons jointly and severally.

2.2 The expression “the Property” shall include (where the context so permits) all items specified in any Inventory annexed hereto and any other fixtures, fittings, furniture, appliances and effects belonging to the Landlord (“the Furniture”) and in or upon the Property and the expression “the Building” shall mean any building of which the Property forms part.

2.3 The expression “the Term” or “the Tenancy” shall mean the period of tenancy specified in the Particulars and any extension thereof or period of holding over.

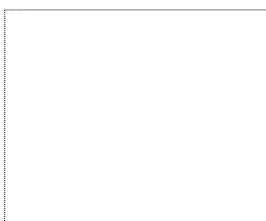
2.4 The expression “Landlord’s Agent” shall mean any person or company appointed by the Landlord as agent adviser or representative, being Parsons Son and Basley of The Estate Office, Alma Place, 11 Lennox Street, Bognor Regis, West Sussex, PO21 1LZ.

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**TENANT’S OBLIGATIONS**

**3.0** The Tenant HEREBY AGREES with the Landlord as follows: -

**PAYMENTS DUE**

- 3.1 To pay the rent without deduction at all times and in the manner specified in the Particulars. Rent should be paid by standing order and set up to leave the tenant’s bank account three days before the rent due date.
- 3.2 At the start of the Tenancy to arrange with the appropriate supply authorities for the accounts in respect of the supply of electricity, water, gas and telephone (where applicable) to be transferred into the Tenant’s name.
- 3.3 To pay for all such electricity, water, gas and telephone services that shall be consumed in or supplied to the Property during the Tenancy and the amount of all standing charges and reconnection charges incurred as a result of the tenants actions or default or negligence in respect thereof and to pay for any television licence charges.
- 3.4 At the start of the Tenancy to transfer Council Tax bills into the Tenants name and to pay Council Tax in respect of the Property during the Tenancy.
- 3.5 To pay the Landlords or Parsons Son & Basleys’ costs of the Check Out of the Inventory at the end of the Tenancy being £100 plus vat.
- 3.6. To pay the Landlords or Parsons Son & Basley an administration charge of 10% plus vat (or minimum charge £12 including vat) on the total cost of any works required at the end of the tenancy.
- 3.7 To pay all reconnection charges in respect of electricity, gas, water and telephone supplies discontinued as a result of any default by the Tenant.
- 3.8 Where a gas card is in use, should the pilot light go out because the Tenant has allowed the card to run out, the Tenant will be charged for any charge made by a contractor.
- 3.9 To pay the Landlord or Parsons Son & Basley £36 (including vat) administration fee per tenant for a Landlord reference should it be requested.

**REPAIRS AND CLEANING DURING TENANCY**

3.10 At all times to keep the interior of the Property (including all the doors, locks, windows, window frames and glass therein) in as good and Tenantable state of repair, decoration and condition as the same are now in (fair wear and tear excepted) and in particular to clear and repair or replace (where necessary) any of the sinks, sanitary fittings, cisterns, drain, waste or soil pipes or other installations as may be damaged, blocked or broken by any act, neglect or omission on the part of the Tenant or visitors.

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3.11 To keep all windows (inside and outside) clean and to have all the chimneys and flues (if any) belonging to the Property cleaned and swept as often as necessary and in any case during the last four weeks of the Tenancy and to clean all curtains at least once a year.

3.12 To promptly replace any broken glass when the Tenant, his friends or visitors are responsible for the damage.

3.13 To take all reasonable precautions to prevent any damage to the water or heating systems by freezing or other natural phenomenon; in the event that such damage is caused by failure by the Tenant to take such precautions, the Tenant shall forthwith and at the Tenant's own expense effect all such repair and replacement as may be necessary to reinstate the system in good working order, and also to repair and make good any consequent damage that may have been caused to the Property or the decorations thereof.

3.14 To notify the Landlord or Parsons Son & Basley immediately in case of emergency but otherwise promptly and in writing within seven days of any damage, theft or want of repair to the Property.

3.15 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the term, woodworm or wood boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.

3.16 To keep any smoke/ fire alarms or carbon monoxide detectors in good working order and supplied with batteries. To check such devices each month and not to remove or reposition them, and to notify the Landlord or Parsons Son & Basley if any such device becomes incapable of repair.

3.17 To pay all reasonable costs and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Landlord in connection with the contemplation of and/ or service of any notice to the Tenant notifying them that they have failed to perform their obligations under this tenancy agreement – whether or not that failure leads to the Landlord taking possession of the property or not.

3.18 To pay the Landlord the reasonable cost of preparing and pricing a Schedule of Dilapidations (if such is necessary) by Parsons Son & Basley following the expiry of the Tenancy, together with any reasonable charges incurred to remedy any disrepair or redecoration.

3.19 To replace all electric light bulbs where necessary.

3.20 To take all reasonable precautions to prevent condensation by keeping the property adequately ventilated and heated.

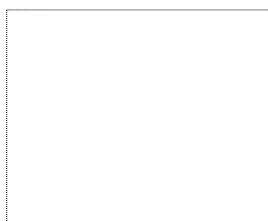
**FIXTURES, FITTINGS AND FURNITURE**

3.21 To preserve the furniture, furnishings, fittings and effects from being destroyed or damaged and not to remove any such items from the Property, and to leave them at the expiry or sooner determination of the Tenancy in the positions and in the room which the individual item occupied at the commencement of the Tenancy.

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3.22 To ensure that all furniture, furnishings, fittings and equipment are kept in sound condition and working order and when repairs or maintenance are needed to liaise with the Landlord or Parsons Son & Basley and to provide access to the Property for the purpose of carrying out such repairs or maintenance.

3.23 Not to store any of the Landlords possessions in any garage or outbuilding without prior written consent.

### **ACCESS**

3.24 To permit the Landlord or Parsons Son & Basley at all reasonable times (except in the case of an emergency) upon 24 hours' written notice to enter the Property to view the state and condition thereof and to comply within two weeks with any notice given by the Landlord or Parsons Son & Basley concerning any repairs or works for which the Tenant is responsible and if the Tenant shall fail to comply with such notice then the Landlord or Parsons Son & Basley may enter the Property to carry out any repairs or works at reasonable cost which the Tenant will pay to the Landlord upon written demand.

3.25 To provide access for the Landlord and their respective agents and workmen at all reasonable times (except in the case of any emergency) to enter the Property and to afford them all facilities for the purpose of repairing and decorating the Property and for carrying out and completing all other necessary and proper repairs thereto, including gas safety inspections.

3.26 During the last two months of the Tenancy to permit the Landlord and Parsons Son & Basley with or without Agents and any other persons on not less than 24 hours written notice to inspect the Property at all reasonable times for the purpose of any sale of or mortgage of the Property or any further letting of the Property.

3.27 Where the Property is part of a building, to allow access at all times through the Property to any roof space thereover or to any other part of the Building to the Landlord and Parsons Son & Basley with or without workmen on not less than (save in case of emergency) 24 hours written notice.

3.28 During the last two months of the Tenancy to permit any Estate Agents' notices or boards to be affixed to the Property intimating that it is to be let or sold.

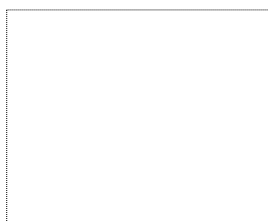
### **NO ALTERATIONS ETC**

3.29 Not to decorate or make any alteration or addition whatsoever to the Property nor to damage nor injure the Property or any other part of the Building or make any alteration or addition to the electrical or plumbing systems therein. In particular not to change any locks or alarm codes and at the end of the Tenancy to hand over to the Landlord or Parsons Son & Basley all keys including any copies to the Property.

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3.30 Not to place, affix or exhibit on any part of the exterior of the Property any aerial satellite dish, advertisement, notice board, notice, picture, poster or such item of any nature whatsoever without the prior written consent of the Landlord or Parsons Son & Basley which shall not be unreasonably withheld but which may be withdrawn on reasonable notice and where such consent is granted, to comply with any terms or conditions of such permission.

3.31 Not to hang or affix any posters, pictures or other items to the interior walls of the property using nails, picture hooks, glue, blu-tack, sellotape or their equivalent without the prior written consent of the Landlord which shall not be unreasonably withheld but which may be withdrawn on reasonable notice.

3.32 To pay the cost of making good any damage, marks or holes caused by any fixing or their removal.

3.33 Not to do or permit to be done in or about the Property any act or thing which may be or become a nuisance or annoyance or adversely may effect the Landlord, other tenants or the occupiers of any neighbouring, adjoining or adjacent property or which (provided that the Landlord or their agent shall have provided a summary of the relevant requirements of such a policy) may prejudice or otherwise effect any insurance of the Property or the Building against fire or otherwise or increase the ordinary premium for such insurance.

3.34 Not to install or change any locks without the prior written consent of the Landlord or Parsons Son & Basley.

3.35 It is strictly forbidden to put locks on any internal doors within the Property.

### **CONDUCT DURING TENANCY**

3.36 To use the Property for the purpose of a private residence only and not to carry on in the Property any profession, trade or business or let apartments or receive paying guests in the Property. To reside in the Property as the Tenant's/s' only or principal residence. Any change in residence status must be notified to Parsons Son & Basley.

3.37 Not to play any music of any description whether by any musical instrument or compact disc, record player, radio or other instrument or to cause or permit any singing to take place in the Property so as to cause annoyance to the owners or occupiers of any adjoining or adjacent property or so as to be audible outside the Property between the hours of 10:30pm and 9:30am.

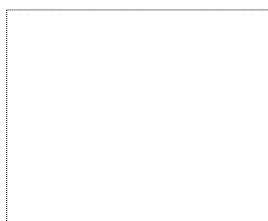
3.38 Not to hang or permit to be hung or exposed any clothes or other articles upon the exterior of the Property or in any garden except where expressly permitted by the Landlord or Parsons Son & Basley or to place inside the Property any wet or damp items of washing upon any room heater.

3.39 Neither obstruct common passageways, staircases and hallways of the property nor place nor keep anything thereon or therein without the prior written consent of the Landlord or Parsons Son & Basley.

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3.40 No equipment, gadget or alteration is to be made or added to the installation in electrical white boxes or to the electrical system feeding into the consumer unit (the location of fuses/micro circuit breakers).

3.41 Not to keep any animals, birds, reptiles or pets of any description upon the Property without the prior written consent of the Landlord or Parsons Son & Basley, which may be revoked or withdrawn at any time on reasonable notice and on reasonable grounds.

3.42 Not to cause the telephone apparatus now in the Property to be removed or replaced nor to allow its position to be altered or any alteration to the wiring or such apparatus nor to cause the telephone number to be changed save with the prior written consent of the Landlord or Parsons Son & Basley.

3.43 Not to permit any visitor to stay for a period of more than 2 weeks without the prior written consent of the Landlord.

3.44 To forward any correspondence addressed to the Landlord and other notices, orders, directives affecting the Landlord to the Landlord or Parsons Son & Basley without delay.

3.45 To remove all rubbish from the Property during and at the end of the tenancy according to local council practice.

3.46 Not to commit or allow the commission upon the Property of any act which could lead to the prosecution of the Landlord or Parsons Son & Basley under the Misuse of Drugs Act 1971 (or any statutory enactment which replaces or modifies the same) nor to bring, keep nor permit the keeping of any unlawful drugs or prohibited substances upon the Property.

3.47 Not to use the Property or permit the Property to be used for illegal or immoral purposes or do anything that may adversely affect the standing or public image of the Landlord and other tenants.

3.48 To notify the Landlord or Parsons Son & Basley forthwith in writing if it is intended that the Property shall be left vacant for any continuous period of fourteen days or more.

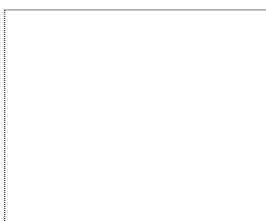
3.49 To strictly observe and comply with (a) all statutory requirements and regulations which may at any time apply to the Property and/ or this tenancy and (b) all directions of notices received from any Local Authority or Fire Brigade, and/ or any electricity, water or gas supplier; and provide access for all such repairs and works as are necessary and co-operate with the Landlord and Parsons Son & Basley as necessary.

3.50 In the event of one Tenant wishing to transfer the Tenancy to a new Tenant and the remaining original Tenants, (subject to referencing and the Landlord's permission) there will be an administration charge of £240.00 (inclusive of VAT). A new tenancy agreement will be required in order for the original tenant and guarantor to be released from their liability.

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**HOUSING BENEFIT**

3.51 The tenant by signing this agreement requests and authorises the Local Authority to discuss with the Landlord and Landlords Agent the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the Property.

3.52 If the Landlord or Parsons Son & Basley so requires, the Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord or Parsons Son & Basley.

3.53 The Tenant agrees to refund to the Landlord any Housing Benefit overpayment recovery that the Local Authority seeks from the Landlord in respect to this tenancy, either before or after the Tenant has vacated the Property where this creates a shortfall in the money owed to the Landlord.

**NO ASSIGNMENT OR UNDERLETTING**

3.54 Not to assign, underlet, charge for, part with or share possession or occupation of the Property or any part thereof, Provided Always that the Tenant shall be permitted to share the occupation of the Property with the person(s) whose name(s) is/are specified in the Particulars, provided that no letting or assured tenancy is thereby created.

**GARDENS ETC**

3.55 Not to take into or keep or use upon the Property any portable or movable heater or like equipment which requires gas, paraffin or other liquid fuel for consumption nor to keep (beyond normal domestic materials such as by way of illustration matches, lighters, domestic cleaning materials etc) any combustible, offensive or dangerous fluids, fuels or materials upon the Property and to fully comply with all fire precautions or fire regulations made by the Landlord or insurers or the appropriate Fire Authority.

3.56 To keep the gardens of the Property in good order and to keep the hedges cut and the borders free from weeds to the reasonable satisfaction of the Landlord or Parsons Son & Basley and not to alter the existing design content or layout of the said garden without the prior consent in writing of the Landlord or Parsons Son & Basley.

3.57 Not to keep a vehicle without a valid road fund licence, commercial vehicle, boat, caravan, trailer, structure, portable building or other item upon or permit the same to be brought into any external area of the Property or its garden.

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**INSURANCE**

3.58 The Tenants possessions are not covered by the Landlords insurance policy.

3.59 To promptly inform the Police or other authority and the Landlord or Agent as soon as possible of any fire, theft, loss or damage to the property or fixtures and fittings.

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**DEFAULT COSTS**

3.60 To pay to the Landlord or Parsons Son & Basley on demand all reasonable legal and other costs and disbursements and VAT where such costs have been incurred by the Landlord in enforcing or attempting to enforce and whether or not Court proceedings are brought or not the provisions of this Agreement to include by way of illustration recovering rent or other monies payable hereunder or recovering possession of the Property for any reason whatsoever or any other action arising out of any breach, non-performance or non-observance by the Tenant of the provisions of this Agreement and to indemnify and keep indemnified the Landlord against such costs.

3.61 In the event that the Tenant shall abandon or attempt to terminate this Agreement without the landlord’s written permission prior to the expiry of the Tenancy and notwithstanding claims by the Landlord against the Tenant to pay to the Landlord the full cost of re-letting the Property (including all agent’s fees and disbursements) and all and any loss of rent or other monies incurred by the Landlord as a result of the Tenants actions.

**AT THE END OF THE TENANCY**

3.62 To give up the Property at the end of the Tenancy with vacant possession to the Landlord and in accordance with the terms and conditions of this Agreement.

3.63 To clear all goods or personal effects of the Tenant from the Property upon the expiration of the Tenancy and the Tenant hereby authorises the Landlord or Parsons Son & Basley to dispose without liability of any belongings left behind by the Tenant, seven days after the posting of their notice of the intention to do so in writing to the tenant at their last known address (which may be the subject premises) by total destruction if necessary, and to indemnify the Landlord against third party claims, notwithstanding that a fair proportion of the Rent shall be payable for any period where the Tenant’s goods or effects remain in the Property after the termination of the Term.

3.64 Immediately prior to the expiry of the Tenancy to have the electricity, gas and telephone and water meters read and to discharge forthwith all outstanding accounts in respect of such services.

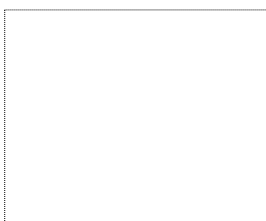
3.65 At the end of the Tenancy to either clean and wash or pay for the washing and ironing or cleaning of all sheets linen, blankets, toilet covers, carpets, upholstery, curtains and similar articles as may become soiled during the Tenancy.

3.66 The Tenant is required to give the Landlord at least one calendar month’s notice of intention to leave the property: such notice must be given in writing to expire on a rent due date. The notice will not expire earlier than the original fixed term granted.

3.67 The Tenant agrees that Parsons Son & Basley may provide the Tenant's name, address and other contact details to third parties including, but not limited to, the Landlord referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

Landlord’s Initials

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## LANDLORD'S OBLIGATIONS

**4.0** The Landlord HEREBY AGREES with the Tenant as follows: -

4.1 That the Tenant paying the rent and performing all agreements and provisions on the part of the Tenant herein contained may quietly possess and enjoy the Property during the Term without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

4.2 Subject to the Tenant's obligations to keep the structure and exterior of the Property in good repair.

4.3 To take all reasonable steps to ensure that any Superior Landlord complies with the obligations of the Superior Lease.

4.4 To pay, cover and compensate the tenant for all tax assessments and outgoing for the Property apart from those specified as the obligations of the Tenant under this Agreement.

4.5 To obtain all necessary consent to enable the Landlord to enter this Agreement (whether from Superior Landlords, Lenders, insurers or others).

4.6 To insure the buildings, and the contents of the Property belonging to the Landlord, under a general household policy with a reputable insurer.

4.7 To keep in good repair and working order all appliances, plumbing, mechanical and electrical equipment belonging to the Landlord and forming part of the Fixtures and Fittings and to maintain the same in such condition at his own expense during the term of the Tenancy, unless they have been damaged or broken due to the negligence or misuse of the Tenant, his family or visitors. The Tenant shall pay to the Landlord the cost of any repairs resulting from misuse or negligence by the Tenant, his family or visitors. The Landlord will not be responsible for any loss or inconvenience suffered by the Tenant as a result of the failure of any other supply or service to the property by any other party or body.

4.8 To ensure that all the furniture, soft furnishings and equipment within the Property comply with the Furniture and Furnishing (Fire) (Safety) Regulations 1988 as amended 1993.

4.9 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998.

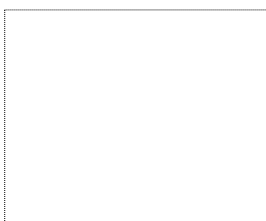
4.10 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc (Safety) Regulations 1994.

4.11 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease.

Landlord's Initials

Tenant's/s' initials

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**POSSESSION**

**5.0 THE LANDLORD AND TENANT AGREE:**

If at any time:

5.1 The Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or

5.2 There are any breaches of the Tenant's agreements and obligations in this Tenancy Agreement; or

5.3 The Premises shall be left unoccupied and abandoned for more than 21 days without the consent of the Landlord; or

5.4 The Tenant (being an individual) goes bankrupt or has a bankruptcy order made against him or her.

5.5 Then the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with all statutory obligations; and where necessary obtaining a court order.

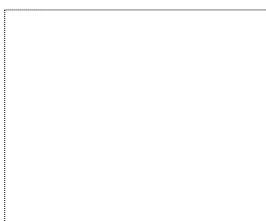
5.6 Notwithstanding such ending of this tenancy the Landlord shall still be able to claim against the Tenant for money due for unpaid rent or other monies due in respect to any breach of this Agreement.

5.7 If there shall be any arrears of rent or other monies due these will bear interest at the greater of 10% or 4% over Nat West Bank Plc base lending rate from the date due until payment in full is made.

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Tenant's/s' initials

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**PROVISOS**

**6.0** Provided always and it is hereby agreed as follows: -

6.1 If the Property or any part thereof shall at any time be destroyed or so damaged – unless by reason of any act or omission of the Tenant or their invitees - by any of the risks for which the Landlord holds insurance cover so as to be unfit for occupation or use and provided that the Landlords insurance shall not have been affected by anything the Tenant has or has not done then the rent payable under this Agreement or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Property shall again be rendered fit for occupation and use.

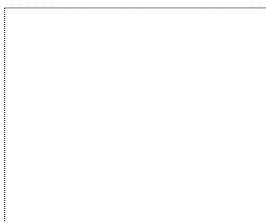
6.2 If the Property is leasehold the Tenant under this Agreement shall observe and perform the Lessee’s covenants and conditions contained in any Head Lease of which the Tenant has been given written notice (save as to payment of rent and service charges) and to observe and perform all such rules and regulations made in respect of the building from time to time. In such circumstances the expression “Landlord” in this Agreement shall include any Superior Landlord where the context so permits.

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**SERVICE OF NOTICES ON TENANT**

**7.0** Any demand for payment or notice made upon or given to the Tenant under this Agreement or under any statute shall, unless the said statute otherwise requires, be well and sufficiently made or given if delivered by hand at the Property or sent by first or second class post or registered post to the Property or to the Tenant at his last known address and (if posted) shall be deemed to be received by the Tenant two working days after the date of posting as aforesaid and the Tenant hereby appoints as his agent the Post Office to receive such demand or notice.

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## NOTICES

**8.0** The Landlord hereby gives the following Notices to the Tenant: -

8.1 The Landlord gives notice to the Tenant pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord either at the address of the Landlords agents at The Estate Office, Alma Place, 11 Lennox Street, Bognor Regis, West Sussex, PO21 1LZ or (provided the same be in England and Wales) at the address for the Landlord stated in the Particulars of this Agreement.

8.2 The Landlord further gives notice to the Tenant that the Landlord may be entitled to possession of the Property on Ground 8 in Part 1 of Schedule 2 of the Housing Act 1988 or on any of the Grounds in Part II of that Schedule (other than Ground 9 or Ground 16), which read:

Housing Act 1988 as amended SCHEDULE 2 Grounds for possession of dwelling-houses let on assured tenancies

### **Ground 8**

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing -

- (a) if rent is payable weekly or fortnightly, at least eight weeks' rent is unpaid;
- (b) if rent is payable monthly, at least two months' rent is unpaid;
- (c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and
- (d) if rent is payable yearly, at least three months' rent is more than three months in arrears;

and for the purpose of this ground "rent" means rent lawfully due from the Tenant.

Part II Grounds On Which Court May Order Possession

### **Ground 10**

Some rent lawfully due from the Tenant -

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

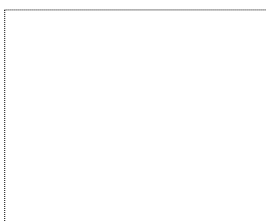
### **Ground 11**

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the Tenant has persistently delayed paying rent which has become lawfully due.

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## Ground 12

Any obligation of the Tenancy (other than one related to the payment of rent) has been broken or not performed.

## Ground 13

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the Tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the Tenant or a sub-tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. For the purposes of this ground, "common parts" means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the Landlord has an estate or interest.

## Ground 14

The Tenant or a person residing in or visiting the dwelling-house –

- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or
- (b) has been convicted of -
  - (i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
  - (ii) an arrestable offence committed in, or in the locality of, the dwelling-house.

## Ground 14A

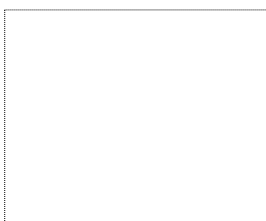
The dwelling-house was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife and –

- (a) one or both of the partners is a Tenant of the dwelling-house,
- (b) the Landlord who is seeking possession is a registered social Landlord or a charitable housing trust,
- (c) one partner has left the dwelling-house because of violence or threats of violence by the other towards -
  - (i) that partner, or
  - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and

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(d) the court is satisfied that the partner who has left is unlikely to return.

For the purposes of this ground "registered social landlord" and "member of the family" have the same meaning as in Part I of the Housing Act 1996 and "charitable housing trust" means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

**Ground 15**

The condition of any furniture provided for use under the Tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the Tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the Tenant or by a sub-tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

**Ground 17**

The Tenant is the person, or one of the persons, to whom the Tenancy was granted and the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by

- (a) the Tenant, or
- (b) a person acting at the Tenant's instigation

8.3 The Landlord further gives notice to the Tenant that the property is subject to a mortgage granted prior to the commencement of the Term and, in the event of a breach of the terms of the mortgage deed, the mortgagee may be or become entitled to exercise a Power of Sale conferred on it by the mortgage deed or by Section 101 of the Law of Property Act 1925 and to require possession of the Property for the purpose of disposing of it with vacant possession in exercise of that power and the Landlord and mortgagee further give notice that (in the event of the aforementioned circumstances arising) possession of the Property may be recovered in accordance with the provisions of Ground 2 in Part 1 of Schedule 2 of the Housing Act 1988.

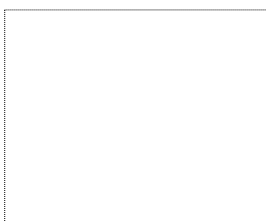
8.4 All parties hereby declare that under Regulation 8(3) of the Consumer Protection (Distance Selling) Regulations 2000 such Regulations do not apply to this Tenancy Agreement and any guarantee attached to this Tenancy. Therefore the Tenant has no right to cancel this Tenancy Agreement nor the Guarantor to cancel the guarantee once the Tenancy Agreement has been exchanged between the parties and the Tenant has taken occupation of the Premises.

8.5 The Tenant hereby acknowledges receipt of the above Notices.

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## 9.0 THE TENANCY DEPOSIT

### 9.1 Definitions:

**Stakeholder:** Parsons Son & Basley who will hold the Deposit paid by the Tenant on the basis that no deduction is made from it without the consent of the Landlord and the Tenant or following a decision of the Court or of the adjudicator appointed under the Tenancy Deposit Scheme.

**Deposit:** That sum of money paid by the Tenant to Parsons Son & Basley at the start of this tenancy agreement to be held as security for the Tenant's performance of their obligations to the Landlord. This money will be held at Natwest Bank, Unit 40, 56 Churchill Square, Brighton in No 3 Clients Trustee Account Number 15610829 (this is not interest bearing) or No 3 Client Reserve Account 15610837 (this is interest bearing).

**ICE:** The Independent Case Examiner of The Dispute Service Ltd appointed under the Tenancy Deposit Scheme to adjudicate upon any dispute between the Landlord and the Tenant as to the use of the Deposit monies at the end of a Tenancy.

Deposit: the sum specified as the Deposit in the Particulars of the Tenancy above - to be held by Parsons Son & Basley as stakeholder. Parsons Son & Basley is a member of the Tenancy Deposit Scheme.

9.2 All interest earned will belong to Parsons Son & Basley.

9.3 The Deposit has been taken for the following purposes: -

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

9.3.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

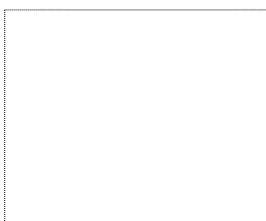
9.3.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.

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

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

The Dispute Service Ltd  
PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN  
Phone: 0845 226 7837  
Web: [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)  
E-mail: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Fax: 01442 253193

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

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**11.0** At the end of the Tenancy:-

11.1 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.

11.2 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.

11.3 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 10 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.

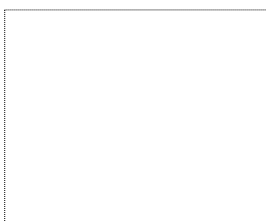
11.4 If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 11.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

11.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected.

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## PREScribed INFORMATION

### Housing Act 2004

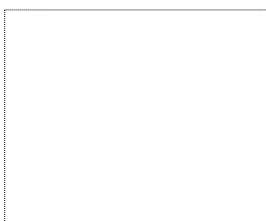
**A.1 This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.**

A.1.1	Address of the property to which the tenancy relates:	
A.1.2	Name of the Deposit Holder:	Parsons Son & Basley
A.1.3	Actual address of the Deposit Holder:	The Estate Office, 11 Lennox Street, Bognor Regis, West Sussex. PO21 1LZ.
A.1.4	E mail address of the Deposit Holder:	bognor@psandb.co.uk
A.1.5	Telephone number of the Deposit Holder:	01243-868600
A.1.6	Fax number of the Deposit Holder:	01243-842438
A.1.7	Tenant(s) name:	
A.1.8	Tenant(s) address for contact after the tenancy ends (if known):	Not known at this time.
A.1.9	Tenant(s) e-mail address (if applicable)	
A.1.10	Tenant(s) Mobile/Telephone number:	
A.1.11	Tenant(s) Fax number (if applicable):	
<b>Please provide the details requested in A.1.7 – 11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc).</b>		
A.1.12	The deposit	£

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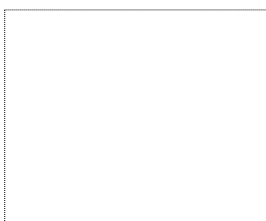
A.2 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A.3 A leaflet entitled 'What is the tenancy deposit scheme?' explaining how the Deposit is protected by the Housing Act 2004 is attached to this document for the Tenant by the person holding the Deposit being Parsons Son & Basley.

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## 12.0 At the end of the tenancy

12.1 The deposit will be released following the procedures set out in clauses 11.0 –11.5 of this Tenancy Agreement.

12.2 Deductions may be made from the Deposit according to clauses 9.3.1 - 9.3.4 of this Tenancy Agreement. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

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

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

- \*make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex) Tenant/Landlord using information readily available.

- \*determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do.

- \*allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent Tenant/Landlord to a suitably designated 'Client Suspense (bank) Account'.

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

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

12.7 Should the absent Tenant/Landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

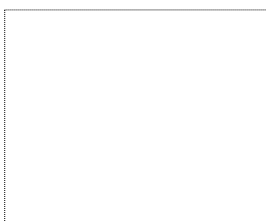
The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

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

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

The Dispute Service Ltd  
PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN  
Phone: 0845 226 7837  
Web: [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)  
E-mail: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Fax: 01442 253193

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

**Signed by the Tenant:**  
**Insert tenants name here**

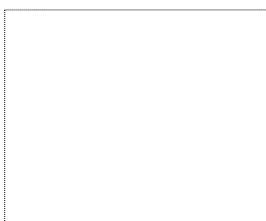
**Signed by the Landlord:**  
**Hurston Estates Limited**



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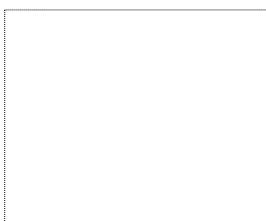
**Signed as an Agreement the day and year first above written.**

**Please read this document carefully and thoroughly – once signed and dated this document will be legally binding and may be enforced in a court of law. If you are in doubt about the content or effect of the document we recommend that you seek independent legal advice before signing.**

Signed by the <b>Landlord</b>	<b>Signature of Witness to the Landlord's signature</b>  Name:  Address:  Occupation:
-------------------------------	---

Signed by the <b>Tenant</b>	<b>Signature of Witness to the Tenant's signature</b>  Name:  Address:  Occupation:
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**ADDENDUM TO THE TENANCY AGREEMENT**

**Property concerned:**

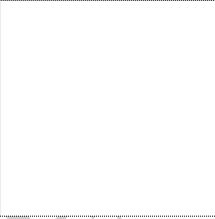
**Between Landlord:**

**Hurston Estates Limited**

**And Tenant:**

The Landlord has placed no smokers and no pets restrictions on the tenancy, it is agreed that if at the end of the tenancy any damage is found to be caused by smoking or having pets in the property the Tenant will be liable for the full cost of any repair and reinstatement together with full fumigation and/or deodorizing whether apparently required or not.

The landlord grants the tenancy of the property to the tenants upon the condition that the tenant holds insurance adequate to protect the Landlord's property and contents including any accidental damage caused by the tenant and permitted occupiers to the property its contents, furniture, fixtures and fittings. The Tenant should note that the Landlords insurance policy will not cover the Tenants personal possessions.

<b>Signed by the Landlord:</b>	Date:
<b>Hurston Estates Limited</b>	
Witness signature:	Date:
Witness Name:	
Address:	

Signed by the <b>Tenants:</b>	Date:
Witness signature:	Date:
Witness Name:	
Address:	

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# What is the Tenancy Deposit Scheme?

## For landlords and tenants

4th Edition

April 2012

### About The Dispute Service

The Dispute Service is an independent, not-for-profit company set up in 2003 to resolve complaints and disputes about tenants' deposits in the private rented sector – speedily, cost-effectively and fairly. We operate the Tenancy Deposit Scheme, which is one of the three approved tenancy deposit protection schemes.

### What is the Tenancy Deposit Scheme?

The Tenancy Deposit Scheme (TDS) protects the deposits that tenants give to private landlords. It also offers a way of resolving disputes about returning those deposits.

Tenancy deposit protection schemes apply to all assured shorthold tenancies that started on or after 6 April 2007 in England and Wales where the annual rent does not exceed £100,000 a year.

Under the Tenancy Deposit Scheme:

- deposits will be protected during the tenancy;
- 1.  the person or organization holding the deposit must return it to the tenant promptly at the
- 2.  end of the tenancy, provided there is no dispute about returning it;
- 3.  any dispute about returning the deposit will be dealt with fairly by the Independent Case Examiner;
- 4.  the Independent Case Examiner will decide the dispute quickly, and the deposit will be paid out without unnecessary delay.

Tenants can check if their deposit is registered with the Tenancy Deposit Scheme by visiting [www.tds.gb.com](http://www.tds.gb.com) and going to the **Is my Deposit Registered?** page. Tenants enter their unique tenancy code or their surname, the amount of the deposit, the tenancy postcode, and the date their tenancy started.

### What are the legal requirements?

The Housing Act 2004 states that any landlord or agent who takes a deposit from a tenant for an assured shorthold tenancy must put it in an approved tenancy deposit protection scheme. Landlords or agents who fail to do this within 30 days of receiving the deposit can be fined up to three times the value of the deposit as a result of court action. They also cannot serve a Section 21 notice to end a tenancy and regain possession of the property until:

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1.  the deposit has been repaid; or
2.  legal proceedings for failing to protect the deposit have ended.

The Housing Act also states that:

- 1  the tenant must be told which tenancy deposit protection scheme their deposit is held in;
- 2  the deposit must be in money;
- 3  landlords who do not give the tenant the information they are required to under the notice; the landlord or agent must give the deposit to the scheme operators when asked to do so;
- 4  each scheme must have procedures for resolving disputes without legal action (using 'alternative dispute resolution'), but the parties can go to court if they prefer.

If there is no dispute, the deposit holder must return the undisputed deposit amount to the tenant within 10 days of being asked to repay it.

The Act allows for deposits to be held in:

- 1  a custodial scheme – the money is held by an independent third party outside the landlord's control;
- 2  an insurance-based scheme – the money is held by the landlord or their agent, provided they have suitable insurance arrangements.

Each tenancy deposit protection scheme has its own rules. The rules for TDS are set out in the following documents:

- 1  **The Tenancy Deposit Scheme for Lettings Agents and Corporate Landlords: Membership Rules**
- 2  **The Tenancy Deposit Scheme for Landlords: Membership Rules**
- 3  **The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes**

You can view these documents at [www.tds.gb.com](http://www.tds.gb.com)

The Tenancy Deposit Scheme is open to landlords and regulated letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS rules – to determine if they can be accepted as members, and what their subscription will be. Landlords and letting agents who wish to join must be members of one of the approved bodies mentioned below.

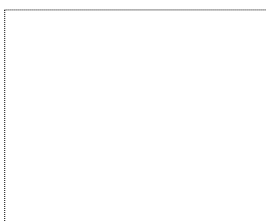
## What is an approved body?

An approved body is any professional body, accreditation scheme or trade association that TDS has approved to give their members a streamlined application process and a reduced subscription. Approved bodies are also expected to take appropriate disciplinary action against their members who fail to comply with the TDS rules. The following are all approved bodies: The Association of Residential Letting Agents, Royal Institution of Chartered Surveyors, the National Association of Estate Agents, the National Approved Lettings Scheme and the Law Society.

Landlord's Initials

Tenant's/s' initials

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## How are deposits held and protected?

Normally, the tenant and the landlord decide together where the deposit will be held, helped by any letting agent who is involved. The deposit-holder must be a member of the Tenancy Deposit Scheme. If there is a dispute about the deposit, the landlord or letting agent can try to resolve it. If that fails, any of the parties – landlord, agent or tenant – can take the dispute to the Independent Case Examiner, who will:

- 1  appoint an adjudicator to help consider the evidence provided by the landlord, agent or tenant; and
- 2  aim to issue a decision within 28 days of receiving all the necessary papers.

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

The member should send the disputed deposit amount to TDS. After the Independent Case Examiner has considered the matter, TDS will make a payment to the tenant according to the Independent Case Examiner's instructions.

If the member does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. TDS has a special cash fund that enables the Independent Case Examiner to continue an adjudication in these circumstances. If the member cannot pay what the Independent Case Examiner requires, for example because it has become insolvent, TDS will pay instead and make a claim to its insurers.

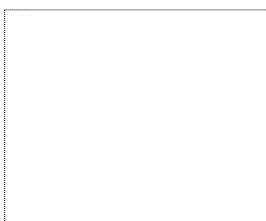
## How are disputes resolved?

- 1  The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.
- 1  If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.
- 1  The party who wishes to put the dispute to TDS must use the **Notification of a Deposit Dispute** form to state the details of the dispute, and provide any relevant supporting documents.
- 1  Whoever is holding the deposit must send the disputed amount to TDS.
- 1  The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.
- 1  The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.
- 1  The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

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## Why is it better to resolve a dispute through the Independent Case Examiner 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. The Independent Case Examiner's successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video).

## Do all landlords and agents have to join TDS?

No. They can join one of the two other tenancy deposit protection schemes; The Deposit Protection Service and MyDeposits.

## How much does it cost to join TDS?

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords.

Provisional subscriptions for corporate landlords are available on application.

Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid.

There is normally no further charge for resolving disputes, which is free to tenants.

## Management of TDS

TDS is overseen by a Board, which is responsible for the operation and financing of the business. The Board does not have any role in resolving disputes.

### Contact details

Tenancy Deposit Scheme

PO Box 1255

Hemel Hempstead

Herts HP1 9GN

Tel: 0845 226 7837

Fax: 01442 253 193

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

Web: [www.tds.gb.com](http://www.tds.gb.com)

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