

LET & MANAGED

Landlord
And
Tenant

AGREEMENT

For letting part/furnished dwelling house
On Assured Shorthold Tenancy
Address of Property here

£XXXX Per Calendar Month

AGREEMENT
For letting part/furnished dwelling house
On an Assured Shorthold Tenancy
Under Part 1 of the Housing Act 1988
As amended by the Housing Act 1996

Date

Parties 1. The Landlord:

2. The Tenants:

Property The dwelling situated at and being XXXXX
Together with the fixtures, fittings and effects therein and more particularly
specified in the Inventory signed by the parties

Term A term certain of XX months from XXXX

Rent £XXXX per Calendar month*(subject nevertheless hereinafter provided)
The period mentioned here will form the basis of any subsequent periodic tenancy.

Payable in advance by equal monthly payments on the 1st day of every month

First payment to be made on the XXXX

1. The landlord lets and the tenant takes the property for the term at the rent payable as above.
2. This agreement is a joint and several tenancy agreement which is intended to create an Assured Shorthold Tenancy as defined in Section 19a of the Housing Act 1988 and amended by the Housing Act 1996 and the provisions for the recovery of possession by the landlord in Section 21 thereof apply accordingly.
3. Where the context admits-
 - (a) 'The Landlord' includes the persons for the time being entitled in reversion expectant on the tenancy.
 - (b) 'The Tenant' includes the persons deriving the title under the Tenant.
 - (c) References to the property include references to any part or parts of the property, gardens and to the fixtures, fittings, furniture and effects or any of them;
4. The tenant will-
 - (a) Pay his proportion of the rent at all times and in the manner specified.

 - (b) Pay for his proportion of all gas and electric light and power which shall be consumed or supplied on or to the property during the tenancy and his proportion of the amount of Water Rate charged in respect of the property during the tenancy and his share of all

charges made for the use of the telephone if any on the property during the tenancy or a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy. The tenant will pay his proportion unless exempt to and indemnify the landlord against either the whole of any Council Tax or similar Tax or Levy payable by the landlord during the term in respect of any building which forms part and will pay such sum or contribution (as the case may be) at the time prescribed by or under statute and otherwise upon the dates upon which the rent is payable.

- (b2)** In cases where a card meter is installed for the gas supply, the tenant must ensure the gas is not allowed to run out. If the gas is allowed to run out, the central heating system may need to be restarted by a gas engineer. In this case the tenant will take full responsibility and pay for the cost for a heating engineer to attend the boiler.
- (c)** Not damage or injure the property or make any alteration or addition to it.
- (d)** To obtain permission before redecorating any internal or external walls, not to decorate with any substance which leaves a rough finish.
- (e)** Preserve the fixtures, fittings and effects from being destroyed or damaged and not remove any of them from the property.
- (f)** Yield up the property at the end of the tenancy in the same clean state and condition as it was at the beginning of the tenancy and make good pay for the repair of or replace all such items of the fixtures, furniture and effects as shall be broken lost or destroyed during the tenancy (reasonable wear and damage by fire excepted)
- (g)** Leave the furniture and effects at the end of the tenancy in the rooms or places in which they were in the beginning of the tenancy.
- (h)** Pay for the washing (including ironing or pressing) of all linen and for the washing and cleaning (including ironing and pressing) of all counterpanes, blankets and curtains which have been soiled during the course of the tenancy (the reasonable use thereof nevertheless to be allowed for) and the shampooing of fitted carpets where necessary (the reasonable use thereof nevertheless to be allowed for)
- (I)** Permit the landlord or the landlords agent at reasonable hours during the daytime giving a minimum of 24 hours notice, to enter the property to view the state and condition thereof, and the landlord shall have the right to carry out any works and maintenance or repairs to the property or elsewhere which the landlord may consider to be necessary.
- (j)** Not to sublet or part with possession of the property and not to assign this lease.
- (k)** Not to carry on the property any profession, trade or business or let apartments or receive paying guests on the property or place or exhibit any notice board or notice on the property or use the property for any other purpose than that of a strictly private residence.
- (l)** Not to do or suffer to be done on the property anything which may be or become a nuisance or annoyance to the landlord or the tenants or occupiers of any adjoining premises or which may vitiate any insurance of the property against fire or otherwise or increase the ordinary premium for such insurance; to pay the excess of any insurance of the property where a claim has to be made as a result of the tenants negligence or accidental damage, nor to use or permit the demised premises to be used for any illegal or immoral purpose.

- (m) Permit the landlord or landlords agents at reasonable hours and with 24 hours notice during the course of the tenancy to enter and view the property with prospective tenants.
 - (n) Perform and observe any obligation on the part of the tenant arising under the local Government Finance Act 1992 or regulations made hereunder to pay Council Tax and indemnify the landlord against any such obligation which the landlord may incur during the tenancy by reason of the tenants ceasing to be resident in the property.
 - (o) The tenant should ensure that the garden(s) (if any) are regularly tended and that they are left in similar condition at the end of the tenancy as at the commencement of the tenancy.
 - (p) The tenant is responsible for keeping the drains, pipes of the property clear, keep the garden(s) (if any) neat and free from weeds. The tenant is also responsible for the cost of cleaning the windows and replacing all broken glass, howsoever caused, during the course of the tenancy.
 - (q) The term of this agreement is agreed by the parties named herein and the required amount of notice given by the tenant shall be no less than ONE MONTH, which shall be given one full month before the tenancy agreement expires.
 - (r) The tenant is committed to staying until the end of the tenancy and paying all rent. If the tenant leaves before the end of the tenancy, but another tenant is found the outgoing tenant is responsible for paying a re-let fee, which is the equivalent of half a months rent plus VAT.
 - (s) The tenant undertakes not to remove batteries from the smoke alarms during the course of their tenancy.
 - (t) **Direct Housing reserve the right to carry out periodic inspection visits throughout the tenancy.** Notification of appointments will be made in writing. Direct Housing reserve the right to make a charge of £25.00 plus VAT for any abortive visit made in respect of the inspections. Inspections will be conducted during office hours.
 - (u) A representative from Direct Housing will inspect the property at the end of the tenancy. If the property has not been left in a satisfactory condition and a further inspection required, an administration charge of £25.00 plus VAT will be made to the tenant.
 - (v) At the end of the tenancy, return the keys to the premises to the landlord or his agent, ensuring that the premises are left clean and tidy and that all items of refuse, including kitchen waste, newspapers and bottles, have been removed.
 - (w) "In the event of making a claim to the Local Authority for Housing Benefit I hereby give Direct Housing authority to pursue and discuss any aspect of my claim and any related details without further reference to myself."
 - (x) The tenant agrees to notify Direct Housing or landlord of all breakdowns, or fault of any kind that occur during the tenancy. Should the tenant fail to report a breakdown, or fault of any kind and the problem deteriorates the tenant may be asked to contribute towards the cost of rectification.
 - (y) The tenant will not change the Gas, Electricity or Water supplier without the prior permission of the landlord.
5. The tenant will inform the landlord in writing when he is going to be away from the property for longer than four weeks during the course of his tenancy.
 6. Provided that the rent or any instalment or part thereof shall be in arrears for at least seven days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreement by the tenant, the landlord may re-enter on the property (subject always to statutory restrictions on his power to do so) and immediately

thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the landlord.

7. Reminder letters for outstanding rent will be charged to the tenant at £25.00 plus VAT per letter.
8. Whereas the dwelling known as:

Property Address here

is hereby let by the landlord being the owner occupier of the premises under the provision of Ground 1 in Part 1 of Schedule 2 to the Housing Act 1988 and NOTICE IS HEREBY GIVEN to the tenant that possession of the property may be recovered by the landlord under the said Ground 1.

9. Whereas the dwelling known as:

Property Address here

which is hereby let by the landlord is at the date hereof subject to a mortgage and possession of the property may be recovered under Ground 2 Part 1 of Schedule 2 to the Housing Act 1988.

- 10.

(a) The landlord agrees with the tenant as follows:

To pay and indemnify the tenant against all assessments and outgoings in respect of the property (except the Water Rate and Council Tax payable by the Tenant under Clause 4 above and except the charge for the supply of gas or electric light or power or the use of any telephone or for television licence)

(b) That the tenant paying the rent and performing the agreements on the part of the tenant may quietly possess and enjoy the property during the tenancy without any unlawful interruption from the landlord or any person claiming under or in trust for the landlord.

(c) To return to the tenant any rent payable for any period while the property is rendered uninhabitable by fire (save where such rendering is caused by the tenants default) the amount in the case of dispute to be settled by arbitration.

(d) The term of this agreement is agreed by the parties named herein, and the landlord undertakes to give the tenant TWO full months notice to vacate the property immediately prior to the end of the agreement, should the landlord require possession of the property.

(e) The member will tell the tenant within 30 days if it is proposed to make any deductions from the deposit.

11. This agreement shall take effect subject to the provisions of Section 11 of the landlord and tenant Act 1985 if applicable to the tenancy.

12. The tenant is hereby notified that notices (including notices in proceedings) must be served on the landlord by the tenant at the following address:

Direct Housing & Property Management
543 Bristol Road
Selly Oak
Birmingham
B29 6AU

13. The tenant will pay the rent at all times and in the manner specified and will pay interest at the rate of 4% per annum above the base rate of Lloyds Bank at the time of non-payment on any rent in arrears for more than 7 days calculated from the date upon which such rent was due to be paid to the date upon which it is actually paid.
14. It is hereby agreed and declared that the tenant shall be responsible for the insurance of any personal possessions that they bring onto the property.
- 15.
- (a) The tenants shall pay prior to the signing of this agreement a deposit of £XXXX to be held by Direct Housing as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. The deposit is held in its Clients deposit account as security towards the tenants liability for gas electricity, water rates, sewage charges, Council Tax and dilapidations for which deposit the landlord or his agents shall account to the tenant as soon as practicable after the termination of the tenancy.
 - (b) 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.
 - (c) 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
 - (d) No deductions can be made from the deposit without consent, preferably in writing, from both parties, or from the Court, or an adjudication decision from The Dispute Service.
 - (e) Any interest earned will belong to the Agency.
16. 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

Tel: 0845 226 7837, Fax: 01494 431 123, email: deposits@tds.gb.com

17. At the end of the tenancy
- (a) The Member will tell the tenant within 30 working days of the end of the tenancy if they propose to make any deductions from the Deposit.
 - (b) If there is no dispute the Member 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 30 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
 - (c) The Tenant should inform the member 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 30 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 TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

- (d) If, after 30 working days following notification of a dispute to the Member 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 17e below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- (e) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (17a,b,c,d) above.

- 18. Any cheques for rent submitted by or on behalf of the tenant and returned uncleared by our bank will be subject to a charge of £25.00 plus VAT on each occasion that the cheque is returned. This is payable within seven days of our notifying you. Failure to comply will result in the relevant amount being deducted from the security deposit.
- 19. No animals will be kept in the property or grounds of the property without the prior permission of the landlord or his agent.
- 20. Smoking in the property is not permitted without prior agreement of the landlord. Any damage caused to the property by smokers will be subject to rectification by the tenants prior to the end of the tenancy.
- 21. Lighted candles are not permitted in the property.
- 22. Direct Housing Ltd act as letting and management agents for the landlord of the property described in this Tenancy Agreement.

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED BY the above named
(The Landlord)

In the presence of

SIGNED BY the above named
(The Tenant)

In the presence of

Date.....

Definitions

ICE is the Independent Case Examiner of the Dispute Service Ltd.

The Deposit Holder is the person, firm or Company who holds the deposit and is a member of a Tenancy Deposit Scheme.

Member is the agency or person who has subscribed to The Tenancy Deposit Scheme which protects the tenants deposit.

Agent is the person or Company who let the property, holds the deposit and may also manage the property, within the confines of the Tenancy Agreement and Management Agreement.

TDS is the Tenancy Deposit Scheme - The Dispute Service

Relevant Person is any other person on behalf of the Tenant

Scale of Fees and Charges to Prospective Tenants.

Processing Fee for Tenancy (students) £25.00 plus VAT

Includes administration of applications forms, guarantor forms, deposit, administration, explanation of Tenancy Agreement and deposit placement, compilation of all Tenancy forms, condensing into Tenancy Agreement and drawing up contract, telephone calls, faxing, photocopying and postage, administrative time.

Processing Fee for Tenancy (non students) £50.00 plus VAT

Includes administration of application forms and deposit, explanation of Tenancy Agreement and deposit placement, use of Credit Reference Agency for verification of status and circumstances, drawing up of Tenancy Agreement, telephone calls, faxing, photocopying, postage, administration time.

Replacement Tenancy Agreement Charge £10.00

Cleaning charges (applies to properties left unclean by tenants) £10.00 per hour

General Maintenance charges (applies to properties damaged by tenants) £25.00 per hour. For large jobs, two quotes obtained and lowest price charged.

Electrician and Gas Engineer charges

Two quotes obtained at time of repair (tenant damage only) and lowest price charged. Direct Housing reserve the right to charge administration charge of £25.00 for overseeing rectification of damages.

Tenancy Renewal Administration Fee (Students) £25.00 plus VAT

Includes administration of any changes to tenancy documentation, notification to The Dispute Service/Deposit Holder advising tenancy renewed, drawing up new tenancy agreement, explaining any changes, producing, photocopying, faxing, postage, telephone calls

Tenancy Renewal Administration Fee (non students) £50.00 plus VAT

Includes administration of any changes to tenancy documentation, notification to The Dispute Service/Deposit Holder advising tenancy renewed, drawing up new tenancy agreement, explaining any changes, producing, photocopying, faxing, postage, telephone calls

Late Payment of Rent – Reminder letters charged at £25.00 plus VAT

Uncleared Cheques - Returned from payees bank £25.00 plus VAT

Abortive Visits to Property (pre-arranged appointments only) £25.00 plus VAT

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 Name of Landlord(s):

A.1.2 Actual address of the Deposit Holder: Direct Housing, 543 Bristol Road, Selly Oak, Birmingham, B29 6AU

A.1.3 Email address of the Deposit Holder (if applicable):

sellyoak@direct-housing.co.uk

A.1.4 Telephone number of the Deposit Holder:

0121 472 3331

A.1.5 Fax number (if applicable)

0121 472 1114

A.1.6 Tenant(s) name:

A.1.7 Address for contact after the tenancy ends (if known):

A.1.8 Email address for Tenant (if applicable):

A.1.9 Mobile/Telephone number:

A.1.10 Fax number (if applicable): _____

Please provide the details requested in A.1.6 - 10 for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

A.1.11 Deposit:

Deductions may be made from the Deposit according to clauses 4A, 4B, 4B.2, 4C, 4D, 4E, 4F, 4H, 4L, 4N, 4O, 4P, 4R, 4S, 4T, 4U, 4V, 4W, 4X, 4Y, 5, 6, 7, 8, 9, 13, 15, 16a, 18, of the Tenancy Agreement attached.

A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit.

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 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 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses A2.1 to A 2.13 shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

Procedure for Dispute at the End of the Tenancy

- A 2.1 When the landlord and tenant agree how the deposit should be returned, in full or in part, it must be paid back within 30 working days. Failure to return the deposit within the specified period will be grounds for the tenant to refer the matter directly to the Independent Case Examiner (“ICE”).
- A 2.2 The Member must tell the tenant within 30 working days of the end of the tenancy, (or as specified in the tenancy agreement) if they propose to make any deductions from the deposit.
- A 2.3 The tenants should make their best endeavours to inform the Agent/Member if they wish to raise a dispute about the deposit within 20 working days after the lawful end of the tenancy and vacation of the property. The Member/Agent has a maximum of 30 working days to resolve the dispute.
- A 2.4 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.
- A 2.5 The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website www.tds.gb.com or be obtained directly from The Dispute Service Ltd at the address or telephone number specified in clause 16 of the attached Tenancy Agreement.
- A 2.6 If the Agent/Member instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Agent/Member must send the deposit or the balance in dispute together with the relevant evidence being a copy of the tenancy agreement, inventory and schedule of condition, any check in or check out report, correspondence and invoices or estimates within 30 days of being told that a dispute has been registered with TDS whether or not the Agent/Member or the party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and discipline the Agent/Member.
- A 2.7 The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.
- A 2.8 The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.

- A 2.9 TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
- A 2.10 The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.
- A 2.11 The Agent/Member and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.
- A 2.12 If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held accordingly for the party raising the dispute.
- A 2.13 If the landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to do so, or the Tenant is unable to contact the landlord or the Agent despite making reasonable efforts to do so, action must be taken through the County Court system to get a judgment for the return of or deductions from the Deposit because TDS are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.

The Landlord confirms that the information provided to the Agent (delete if Landlord) and the Tenants 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.

Signed by the Tenant:

Signed by the Landlord/Agent: