



1 Hatfield Road, St Albans, AL1 3RR

+44 (0) 1727 846361

[support@letmeproperties.co.uk](mailto:support@letmeproperties.co.uk)

Let Me ® is a registered trademark of Let Me Limited  
Company number 06620607 – Registered in England & Wales  
VAT Number: 175 4892 66

Example Tenant

1 Hatfield Road St Albans

AL1 3RR

Posted Letter Ref:

Date: 27/10/2020

Dear Example Tenant,

**Re: Letting of 1 Example Street, St Albans, Hertfordshire, AL1 3RR**

We are pleased to enclose a copy of the tenancy agreement – please act as soon as possible. If you have already received a copy of this agreement from us, the most recent copy will supersede any previous copies sent.

**KEY TENANCY DETAILS:**

Term	For the initial fixed term of <b>12 months</b> , commencing on <b>01/01/2021</b> until <b>31/12/2021</b> .		
Rent and Payment	From	To	Total Rent
	<b>Start of Tenancy (01/01/2021)</b>	<b>End of Tenancy (31/12/2021)</b>	<b>Payment of £2000.00 per calendar month (prorated if less than a full calendar month)</b>
<b>Deposit</b>	A deposit of <b>£2,307.00</b> to be collected by the Landlord's Agent is <b>held by the agent on behalf of the Landlord</b> . The Deposit is to be protected with the following Deposit Protection Scheme: <b>TDS</b> . <i>[In Case of renewal: Where this Tenancy is a renewal of an existing Tenancy, the current Deposit will be reused for the renewal Tenancy – if the Deposit has decreased, a credit will be applied to the Head Tenant's account, if the Deposit has increased, the Head Tenant will need to pay the additional Deposit on signing this Agreement.]</i>		

Please take the time to carefully check the agreement and then return a signed copy to us as soon as possible.

If you have questions, please feel free to contact us.

Yours sincerely,

*Gregory Moulton*  
Managing Director

# ASSURED SHORTHOLD TENANCY AGREEMENT

FOR LETTING RESIDENTIAL DWELLING AT: **1 EXAMPLE STREET, ST ALBANS, HERTFORDSHIRE, AL1 3RR**

Tenancy Reference: **inst-1607**

**Agreement Date: 01/01/2021**

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the Tenancy created by this Agreement is an assured shorthold Tenancy within the meaning of the Housing Act 1988, as amended by the Housing Act 1996.

*The Agent acting for the Landlord in this Agreement is Let Me® Limited (company number 06620607 – Registered in England & Wales), VAT Number: 175 4892 66, trading as Let Me® Properties, hereafter referred to as "Agent".*

At the time of creating this Agreement the Agent is performing the following service type for the Landlord: Full Management Service (TOB 2019)

Date: \_\_\_\_\_ (Date of Signing)

## Landlord(s)

Landlord Name:	Address:	Phone Number:	Email Address:
Mr Example Landlord	1 Example Landlord Road, St Albans, AL1 3RR	01727846361 (Agent)	<a href="mailto:support@letmeproperties.co.uk">support@letmeproperties.co.uk</a> (Agent)
Mrs Extra Example Landlord	2 Example Landlord Street, St Albans, AL1 3RR	01727846361 (Agent)	<a href="mailto:support@letmeproperties.co.uk">support@letmeproperties.co.uk</a> (Agent)

*Note: Any notice under Section 48 of the Landlord and Tenant Act 1987 can be served on the Landlord at the address above. Where the landlord's address is not based in the UK then the Tenant should serve such notice to 1 Hatfield Road, St Albans, Hertfordshire, England, AL1 3RR, Care of Example Landlord, Extra Example Landlord. Please ensure that a copy of any notice served to the Landlord is also served to the Agent via email sent to [support@letmeproperties.co.uk](mailto:support@letmeproperties.co.uk).*

## Tenant(s)

Head Tenant Name:	Pre-Tenancy Address:	Phone Number:	Email Address:
[[HeadTenant.Name]]	[[HeadTenant.Address.Address1]], [[HeadTenant.Address.Address2]], [[HeadTenant.Address.Address3]] [[HeadTenant.Address.Address4]] [[HeadTenant.Address.Postcode]]	[[HeadTenant.TenantMobilePhone]]	[[HeadTenant.Email]]
Co-Tenant Name/s:	Pre-Tenancy Address:	Phone Number:	Email Address:
Example Tenant	1 Hatfield Road St Albans AL1 3RR	01727846361	<a href="mailto:example@letmeproperties.co.uk">example@letmeproperties.co.uk</a>

*Note: If two or more persons are named above then their obligations to the Landlord shall be joint and several*

## VERY IMPORTANT:

This Tenancy Agreement is conditional upon any current Tenants/Occupiers vacating the Property on the correct date before this Tenancy is due to begin. Should the current Tenants/Occupiers refuse to or fail to vacate the Property before the date this Tenancy is due to commence on, the Landlord will be unable to honour this Agreement, and this Agreement will be cancelled.

This Agreement sets out the promises you make to the Landlord and the Landlord's Agents, and the promises the Landlord makes to you. These promises are legally binding once this Agreement is signed by both parties. You should read it very carefully and check that it contains everything you want and nothing that you are not prepared to agree with. Whilst every attempt has been made to compose this Agreement in easy to understand and plain language, it will contain some legal terms. If either party does not understand this Agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen's Advice Bureau, or Housing Advice Centre.

Property	<b>1 Example Street, St Albans, Hertfordshire, AL1 3RR</b>
Contents	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory.
Term	For the initial fixed term of <b>12 months</b> , commencing on <b>01/01/2021</b> until <b>31/12/2021</b> .

**Rent and Payment Schedule:**

Rent and Payment	From	To	Total Rent
	<b>Start of Tenancy (01/01/2021)</b>	<b>End of Tenancy (31/12/2021)</b>	<b>Payment of £2000.00 per calendar month (prorated if less than a full calendar month)</b>

*PRORATED RENT: WHERE THE TENANCY BEGINS ON ANY DAY OTHER THAN THE 1ST OF THE MONTH, THE TENANT AGREES TO PAY THE RENT PRORATED FROM THE 1ST DAY OF THE TENANCY UNTIL THE END OF THE FIRST MONTH OF THE TENANCY CALCULATED AS THE MONTHLY RENT MULTIPLIED BY 12, DIVIDED BY 365, MULTIPLIED BY THE NUMBER OF DAYS. THE TENANT AGREES TO THEN PAY THE FULL CALENDAR MONTHS RENT FROM THE 1ST OF THE NEXT MONTH FOR EACH FULL MONTH THEREAFTER, AND THE PRORATED RENT FOR THE FINAL MONTH, IF IT IS NOT A FULL CALENDAR MONTH, CALCULATED AS THE MONTHLY RENT MULTIPLIED BY 12, DIVIDED BY 365, MULTIPLIED BY THE NUMBER OF DAYS. PRORATED RENT IS CALCULATED BASED ON THE ANNUAL DAILY RENT (THE MONTHLY RENT MULTIPLIED BY 12 MONTHS, DIVIDED BY 365 DAYS). THIS USUALLY MEANS THAT A PART PAYMENT OF RENT IS DUE AT THE END OF THE FIRST MONTH OF THE TENANCY TO ENSURE THAT A FULL MONTHS RENT IS AVAILABLE TO PAY TO THE LANDLORD AT THE START OF THE NEXT MONTH. WE RECOMMEND USING THE FOLLOWING CALCULATOR TO CALCULATE THE FULL PAYMENT SCHEDULE FOR THE TENANCY FOUND AT [HTTP://PRORATE.LETME.IT/](http://PRORATE.LETME.IT/)*

<b>Deposit</b>	A deposit of <b>£2,307.00</b> to be collected by the Landlord's Agent is <b>held by the agent on behalf of the Landlord</b> . The Deposit is to be protected with the following Deposit Protection Scheme: <b>TDS</b> . <i>[In Case of renewal: Where this Tenancy is a renewal of an existing Tenancy, the current Deposit will be reused for the renewal Tenancy – if the Deposit has decreased, a credit will be applied to the Head Tenant's account, if the Deposit has increased, the Head Tenant will need to pay the additional Deposit on signing this Agreement.]</i>
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**1. Rent and Tenancy Deposit**

- 1.1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the fixed Term at the Rent payable as per the payment dates and amounts detailed in the payment schedule above.
- 1.2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way and at any time against payment of the Rent and that no interest shall be payable on this Deposit. See section 3.36 which explains the purpose of the deposit further. See section 5.8 for details of how to request the return of the deposit and how the deposit deductions (if any) are handled.

2. The Tenant agrees that they will attend an Inventory Check-in and Check-out appointment that will be booked by the Landlord or the Landlords' Agent at the time and date that of the Landlords' choosing. Where this Tenancy is a renewal of an existing Tenancy, there will not be another Inventory Check-in appointment – the Check-in appointment only happens at the very first point that the Tenant receives the property. The Check-in appointment cannot be before the Tenancy start date and the Check-out appointment cannot be after the Tenancy end date. The Tenant accepts that they will not have any access to the property before the Check-in appointment and may not enter the property again after the Check-out appointment. The Tenant accepts that if they fail to attend the Check-in appointment, they must pay the reasonable costs charged by the Inventory Clerk (if any) along with a reasonable default fee of £40 + VAT for the Agent's time rescheduling the appointment with all parties. If the original Check-in appointment is missed for any reason, the Tenant accepts that they will not be allowed to enter the Property until a new Check-in appointment has been booked and carried out - even if the new appointment is several days in the future. The Tenant agrees to properly prepare the Property to be returned to the Landlord in the same condition it was received in, minus fair wear and tear. For the avoidance of doubt, the Property will usually be given to the Tenant in a professionally cleaned condition, free of pests and rubbish, and in good repair. The Tenant accepts that if they fail to move out of the property and prepare the property for the Check-out appointment, they must pay the reasonable costs charged by the Inventory Clerk (if any) along with a reasonable default of £40 + VAT for the Agent's time rescheduling the appointment. The Tenant will also be charged double the daily rent per day until such time as they have completely vacated the property, returned all keys and security devices for the property, and a new Check-out appointment has been booked in and carried out. The Tenant accepts that any and all items left in or on the Property after the Check-out appointment has begun is considered as abandoned rubbish that the Tenant no longer wants to keep, and the Tenants agree to pay the reasonable cost of removing and disposing of such abandoned rubbish without consultation. The Tenant accepts all liability for any and all costs associated with their failure to vacate the property on or before the date

that the notice served by the Tenant or the Landlord expires. This may include, but is not limited to, the reasonable costs associated with rescheduling any maintenance works, cleaning, or refurbishment at the property, re-housing or compensating any future prospective Tenant who is then unable to move in due to the Tenant's failure to vacate as arranged. If the Tenant has not arrived at the property more than 10 minutes after the Check-in or Check-out appointment start time, the Inventory Clerk, Landlord, or Agent may deem the Tenant to have not attended and the appointment may be cancelled. In some circumstances, the Landlord may choose not to carry out an Inventory Check-in or Check-out appointment, in this situation for a Check-in appointment the Tenant will collect the key from the Landlord or the Landlords' Agents at a pre-agreed time on the Tenancy start date or for a Check-out appointment the Tenant will return all keys for the property to the Landlord or Agent at a pre-agreed time on the last day of the Tenancy. Where the Tenancy start date or Tenancy end date falls on a Sunday, Bank Holiday, or usual UK holiday period (such as between Christmas and New Year, or over the Easter long weekend), the effective date that the Check-in appointment can take place will be the first (non-holiday) working day after the Tenancy start date and the effective date that the Check-out appointment can take place is on the first (non-holiday) working day before the Tenancy end date. In cases such as these, the rent due and liabilities of all parties will follow the Tenancy start and end dates as specified by this agreement – therefore, in some rare circumstances, the Tenant may be required to pay rent for a short time before their Check-in appointment or a short time after their Check-out appointment due to the date on which it falls. Where the Tenant fails to return the property in the same condition they received it in, the Landlord reserves the right to seek damages from the Tenant for any resulting loss caused. The Tenant accepts that the Landlord or Agent will, without additional discussion or agreement, reinstate the property to the condition that it was in when it was given to the Tenant and the Tenant accepts that they will be liable for the reasonable costs incurred. The Tenant is reminded that they have full control over which contractors they would like to employ to set any issues right before the Check-out appointment but no control over works undertaken after the Check-out appointment. Therefore, it is highly recommended that the Tenant properly prepares and reinstates the property to the condition they received it in before the start of the Check-out appointment. Where the Tenant cannot (or does not want to) be present for the Check-out appointment, they agree to make arrangements with the Agent at least 2 working days before the Check-out appointment in order that the Inventory Clerk (or in some cases, the Landlord) can be given keys to enter the Property to carry out the Check-out appointment unattended. If the Tenant is not present at the Check-out appointment, they agree to make arrangements to prepare the Property to be handed back before the appointment and will return all keys, key fobs, permits, and other items given to the Tenant for the property in a sealed envelope to the Agent's office at least 1 working day before the Check-out appointment.

### **3. The Tenant agrees with the Landlord:**

- 3.1. To pay the rent, in full and on time, on the days and in the manner specified in this Agreement as shown in the above section "Rent and Payment" schedule. All payments should be made by the "Head Tenant" and must include the "Payment Reference" to identify the payment as belonging to the "Head Tenant". Where any payments are paid using the payment reference assigned to the "Head Tenant", even if paid by someone else, those funds will belong to the "Head Tenant" and will be held in the account for the "Head Tenant" to be handled in accordance with this Agreement. Where a group of sharers is renting a property on a joint and several basis, it is the Head Tenant's responsibility to calculate and agree what share of each payment should be assigned to each co-Tenant. Where there is any disagreement, it is the Head Tenant's responsibility to calculate the discrepancy and to inform us of the changes they want us to make to their account and the accounts of any co-Tenants.
- 3.2. To pay the cost of any reasonable bank or other charges incurred by the Landlord or Agent should any rent payment be dishonoured by the Tenant's bank, or any other bank or other charges related to payments made by or on behalf of the Tenant, including but not limited to costs for receiving cheques, costs for receiving international transfers, costs for receiving cash.
- 3.3. To pay interest on rent or other charges paid late calculated daily from when the Rent or other arrears became due until the date of full payment at 3% above The Bank of England base rate. To pay the reasonable default fee of £40 + VAT applicable each week for any administration work required by the Agent in the process of dealing with any late payment from the Tenant. The first fee will be applied from 00:01 on the day the Rent or other arrears are due if full payment has not been received by the Landlord or the Agent in cleared funds. These reasonable default charges can be avoided by the Tenant making full payment early, or at least on time.
- 3.4. To pay for the following services (where applicable) consumed on or supplied to the Property during the Term:
  - **Television Licence,**

- **Council Tax / Rates,**
- **Electricity,**
- **Gas,**
- **Telephone,**
- **Water,**
- **Broadband (unless included as a Special Condition in section 8 of this Agreement),**
- **Contents Insurance,**
- **Tenant's Liability Insurance, etc.**

and not to do anything that may cause the disconnection of these services, and to pay the cost of any reconnection fees in this event.

- 3.5. Not to do damage or injure the Property or make any alteration in or addition to them including decorating or fixing items to walls without the prior written consent of the Landlord (this includes not affixing tape, blu tack, or anything similar to the walls or surfaces of the Property).
- 3.6. To deliver up the Property at the end of the Term in the same good and clean state of repair and condition as it was at the beginning of the Term and make good or pay for the repair of or replace all such items of the Contents as shall be broken, lost, damaged or destroyed during the Tenancy (fair wear and tear and damage by accidental fire excepted).
- 3.7. To keep the Property in a smoke-free, clean and tidy condition, of complete repair, during the Term, including communal areas, windows and garden (if any). Smoking is not permitted inside the Property or indoor communal areas – any sign of effects from smoking in prohibited areas noted throughout or at the end of the Term will be rectified as the Landlord or Agent see fit, with the full reasonable cost to paid by the Tenant, including any reasonable default fee charged by the Agent in accordance with section 3.24.
- 3.8. To keep the Property heated adequately in order to avoid damage by freezing conditions, and to keep the Property sufficiently aired to avoid damage by condensation, damp, mould, or similar. To follow any reasonable instructions given by the Landlord or Agent to reduce sources of moisture in the property to decrease the build-up of condensation.
- 3.9. To leave the Contents at the end of the Tenancy in the same places in which they were positioned at the point the Tenant first took occupation of the Property, according to the Inventory.
- 3.10. Not to assign, sublet, or otherwise part with possession of the whole or part of the Property at any time (e.g. the Tenant may not make the Property available for home sharing or Airbnb style short term letting). Not to allow anyone (other than those named as Tenants on this agreement, if any) to sleep at the property for more than 2 nights per week without prior written permission from the Landlord or Agent. For the avoidance of doubt, if any person not named on this Agreement is sleeping at the property for more than 2 nights per week, they may be considered as "living" at the property and it would be a breach of this condition of this agreement.
- 3.11. To use the Property as a single private dwelling and not to use it or any part of it for any other purpose including any business, illegal, or immoral purposes. For the avoidance of doubt, light administrative working from home is permitted, on condition that you do not have any business-related visitors to the property and do not register the property as the business address.
- 3.12. Not to do or permit or suffer to be done in or on the Property anything which may be a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining or nearby property or which may void any insurance of the Property or cause the premiums to increase. A reasonable default fee of £40 + VAT may be charged by the Agent to cover their time and the costs associated with informing the Tenant of any complaints received against them, and for handling of any complaints caused due to the behaviour of the Tenant, their guests, or anyone or anything else that the Tenant is responsible for, subject always to it being proven that the Tenant has given cause to such complaint by causing a nuisance or annoyance, breaching the law, or breaching a material clause of this Agreement.
- 3.13. To permit the Landlord, the Agent, the Landlord's contractors, or another relevant party, upon reasonable notice at reasonable hours (save in an emergency), to enter the Property to view the state and condition, to quote for or carry out works of maintenance or repair, or for another relevant reason with or without the Tenant being present. Reasonable notice is defined as a phone call, text message, email, or other means of communication sent to the Tenant at least 24 hours in advance of the visit. Notice given by text message or email (to the contact details held on file by the Agent) is given in accordance with the terms set out in section 5.4 in this Agreement. It is hereby agreed that if a message is sent to the mobile telephone number or an email address the Agent has on file for the Tenant, the notification message is considered as having been correctly given whether it has in fact been checked or delivered at all. The Tenant agrees that access to the Property may be made with keys at a time when the Tenant is not present

and agrees that the Agent will not agree to abide by specific times set by the Tenant for access. Access to the Property will be gained as required after suitable notice has been given.

- 3.14. To permit the Landlord or the Landlord's Agents upon reasonable notice (as defined above) at reasonable hours to enter the Property with prospective Tenants, purchases, surveyors, local authority officers, or other relevant parties at any time throughout the Term.
- 3.15. The Tenant agrees to neither keep any animals, birds, reptiles, or rodents (hereby known as "Pets") in or on the Property (which includes any part of the Property including the garden) nor to allow their invited guests or visitors to do so, unless stated otherwise in Section 8, "Special Conditions" of this agreement. Where Pets are permitted by the Landlord, or in breach of this clause, the Tenants are to be responsible for the reasonable costs or rectification of any damage caused to the Property and any reasonable costs incurred in bringing the property back to the condition the Property was in when it was given to the Tenant.
- 3.16. Not to alter or change or install any locks in or about the Property without the prior written consent of the Landlord and to inform the Landlord of any alteration is made to the code of any burglar or fire alarm, and to provide the Landlord and the Agents with sufficient duplicate copies (at least 3 copies, sometimes more) of each key for any new locks that are changed or added.
- 3.17. To fasten all locks to all doors and windows, fasten any and all gates and garages, and activate any burglar alarm whenever the Property is left unattended.
- 3.18. To forward any mail or official notice addressed to the Landlord or Agent within 7 days to the address listed for the Landlord at the top of this Agreement. Unopened letters can be redirected by scratching out the property address and writing the Landlord's address below or next to the property address and posting the mail back through any Royal Mail Post Box. Alternatively, items which cannot be redirected in this way, must be taken to the offices of the Landlord's Agent within 5 working days of being delivered to the Property.
- 3.19. To notify the Agent and Landlord if the Tenant intends to leave the Property vacant for a period in excess of 14 consecutive days. The Tenant shall be responsible for arranging for a friend, family member, or contractor (at the Tenant's expense) to visit the Property and check it regularly throughout any extended vacant period of 14 days or more, to ensure the property is regularly checked and inspected whilst vacant.
- 3.20. To give the Landlord at least two full months proper written notice to end the Tenancy at the end of the Tenancy Term (as shown at the start of this Agreement – the fixed term Tenancy end date). Where neither of the parties serves the other two full months proper written notice to end this Agreement at the end of the Term, it is agreed by all parties that this Tenancy will become a contractual periodic Tenancy and all other terms of this Agreement shall remain in place. For the avoidance of doubt, neither the Tenant nor the Landlord may serve notice to the other under clause 3.20 or 3.21 of this Agreement to end this Tenancy on any date before the end of the Term (the fixed term Tenancy end date). Should the Tenant want to vacate the property before the end of the fixed Term, this must be done in accordance with section 5.7 of this agreement.
- 3.21. To give the Landlord at least two full months proper written notice to end this Tenancy if the Tenancy has continued as a contractual periodic Tenancy. Should the Tenant provide less than the required two full months notice, the Landlord reserves the right to charge the full rent for up to two full months' after the proper written notice was received. For the avoidance of doubt, "two full months notice" means that if you give your notice the 21<sup>st</sup> of June, your Tenancy will end on the 21<sup>st</sup> August. For the avoidance of doubt, "proper written notice" means completing the form found at <http://notice.letme.it/>.
- 3.22. To return the Property, appliances, carpets, fixtures and fittings, cleaned to a high professional standard at the point of Check-out. The standard of cleaning must be such that the independent Inventory Clerk and, or the Landlord's Agent is satisfied that it returns the Property to same condition that the Tenant received the Property in. It is recommended that the Tenants employ the Agent's recommended professional cleaning contractors, to ensure the Property is returned with the correct standard of professional cleaning completed, however, this is not a requirement, as long as the Property is returned in the same condition it was received in. The Tenant agrees to return all keys, key fobs, permits, or anything else given to the Tenants along with the Property before or during the Tenancy, when the Tenant returns the Property at the Check-out appointment (or to the Landlord or Agent on the last day of the Tenancy where no Check-out appointment is required by the Landlord).
- 3.23. To follow the deposit return processes of the Landlord or Agent, including providing forwarding addresses for all vacating Tenants along with the names and contact details of any utility providers for the Property. Where the Agent is holding the Deposit as "Stakeholder", the Tenant agrees to submit an official online deposit refund request at <http://deposit.letme.it/> within 1 month of the Tenancy end date. Where the Landlord is holding the Deposit as

“Stakeholder”, the Tenant agrees to send an email to the Landlord (using the contact details shown at the start of this agreement) to officially request that the Landlord return their Deposit within 1 month of the Tenancy end date. The Tenant can see who is holding their Deposit by checking the “**Deposit**” section at the start of this Agreement.

- 3.24. To pay the Agent’s reasonable default fees in accordance with the terms of The Tenant Fees Act for any default that the Tenant and/or their invited guests are responsible for. The reasonable default fees are charged at £40 + VAT per half an hour of the Agent’s time and include any administration (letter writing, phone calls, text messages, email writing, note taking, etc.) and the use of systems and facilities that the Agent requires to provide a good service to the Tenant, the Landlord, and any other relevant parties while dealing with the result of any default by the Tenant. These reasonable default fees are to be paid by the Tenant for any breach of the terms of this Agreement that result in the Agent needing to take additional action outside the usual scope of work required. For the avoidance of doubt, the usual scope of work required is defined as the day to day management of the Property and Tenancy in order to comply with the Landlord’s legal responsibilities where the Tenant is complying with all their responsibilities and duties as defined and agreed to within this Agreement. Where the Tenant breaches a term of this agreement, it would most likely result in additional work for the Agent, outside the usual scope of work required, for the Agent to deal with the breach. This might include making the Tenant aware of the breach, setting in place plans for the Tenant to rectify the breach, and making the Landlord and/or other parties aware of the breach and aware of the plans in place to rectify the breach. If the Tenant defaults on any of their responsibilities or commitments within this Agreement they agree to pay the Agent’s reasonable default fees plus any reasonable costs for putting right any result caused by the breach. The Tenant may also be liable for Damages due to the breach and the Landlord and Agent reserve the right to seek damages from the Tenant. For example, but not limited to, if the Tenants breach clause 3.8 regarding adequate airing of the Property they may be liable for the cost of a contractor to repair the damage caused and may be charged a reasonable default fee of £40 + VAT by the Agent for dealing with the matter (reporting the matter to the Landlord, communicating with the Tenant, organising the contractor, overseeing the payment to the contractor, etc.).
- 3.25. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Property at their own risk, and hereby (for the Tenant and all persons claiming under, by or through the Tenant) releases the Landlord, Agent, contractors, Agents, and employees, from any and all claims, costs, fines, Losses, suits, actions, liabilities, damages and expense whatsoever (including all Attorneys’ Fees), interest, penalties, causes of action and expenses and demands of every kind resulting from any accident, damage or injury occurring therein, except to the extent arising due to the gross negligence or deliberate misconduct of the Landlord, Agent, contractors, Agents, and employees. The Tenant expressly covenants and agrees that Landlord and Agent shall not be responsible or liable to the Tenant for any loss of, or damage or injury to, any personal belongings or other Property of the Tenant or their guests, or any other Property whatsoever, or for defects in workmanship or for improper design or construction of any alterations or improvements approved by the Landlord or Agent, or for any other loss or damage from any source whatsoever, except to the extent such injury, loss, or damage is due to the gross negligence or deliberate misconduct of the Landlord, Agent, contractors, Agents, and employees. Anything in this Section to the contrary notwithstanding, the Landlord and Agent shall have no liability whatsoever for any loss, injury or damages suffered by the Tenant to the extent such loss, injury or damage may be covered by applicable insurance policies, nor shall the Landlord have any liability whatsoever for consequential damages suffered by the Tenant. To the maximum extent permitted by law, the Tenant agrees to fully and completely release the Landlord and Agent from any and all liability and ultimate responsibility.
- 3.26. To provide proof of adequate insurance to cover the Tenant’s liability for any accidental damage to the Landlord’s fixtures and fittings before the commencement of the Tenancy. Please provide this at least 1 working day before your Check-in appointment. The Landlord and the Agents do not provide any cover for the Tenant's personal belongings. Therefore, it is strongly advised that Tenants take out adequate insurance to cover their own possessions, however, personal contents cover is not a contractual requirement of this agreement. If the Tenant does not already have adequate insurance cover in place, then it is recommended that they visit <http://tenant-insurance.letme.it/> to receive a quote from the Agents recommend provider. Should cover be obtained from another provider it should include at least £5,000 of cover for "Tenant liability" to cover the Tenant for accidental damage to the Landlord’s building, furniture, fixtures and fittings.
- 3.27. Any open Fireplaces (if any) are for ornamental purpose only and should never be used. In breach of this clause, the Tenant is to be responsible for the reasonable costs or rectification of any damage caused to the Property, including but not limited to replacing any and all soft furnishings or any other items damaged by smoke or fire.



- 3.28. To not tamper with, or install any new, gas fittings or appliances. In breach of this clause, the Tenant is to be responsible for the reasonable costs or rectification of any damage caused to the Property, including but not limited to replacing the Landlords' Gas Safety Certificate (CP12).
- 3.29. To notify the local council and all utility providers of their details and opening meter readings within the first week of the Tenancy, and to close their account with the closing meter readings within the first week after the end of the Tenancy. Meter readings will be taken at the Check-in and Check-out appointments - if the Landlord has chosen not to use an independent Inventory Clerk, then they will most likely meet the Tenant at the Property to check them in, and check them out, therefore, meter readings should be taken at these appointments.
- 3.30. To not to allow or cause for a key or card meter, or any non-traditional meter to be installed without prior written consent from the Landlord or the Agent. The Landlord or his Agent reserve the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 3.31. To not to dig up, remove, or damage any trees, shrubs, bushes, timber, grass, or plants in the garden (if any), and to suitably always maintain the garden (if any) in seasonal order, including keeping free from weeds, trimming bushes and hedges, and cutting the grass. This shall include keeping any patio areas or paths (front, back, and sides) free from weeds, moss, and other obstructions, marks, or growths.
- 3.32. To permit the Landlord or the Landlord's Agents to display a Letting or Sales Estate Agent Board at the Property at any time throughout the Tenancy.
- 3.33. To respond quickly and professionally to all reasonable requests or communications from the Landlord or Agent.
- 3.34. To never use or keep within the Property any portable electrical heaters, except for oil filled radiators (this is to comply with local regulations and best practice fire safety advice).
- 3.35. Where the Property is within a block, development, shared house, or similar, to comply with any and all regulations, covenants, rules, or similar imposed on the occupiers, Tenants, lessees, or landlords.
- 3.36. That the Deposit has been taken for the following purposes:
- 3.36.1. 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.
- 3.36.2. 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.
- 3.36.3. 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.
- 3.36.4. 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
- 3.37. Joint Tenant consent to adjudication and deposit deductions
- 3.37.1. There being multiple Tenants, each of them agrees with the other(s) that any one of them (usually the Head Tenant) may consent on behalf of all the others to use alternative dispute resolution through a Tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the Tenancy and/or may represent all other(s) with regards to Tenancy deposit deductions, agreeing to the total deposit deductions.
- 3.38. To maintain the Property:
- 3.38.1. in a "Tenant-like" fashion always throughout the Tenancy.
- 3.38.2. to attend to any and all minor issues such as tightening loose screws, replacing light bulbs, replacing batteries, regularly testing smoke and carbon detectors (at least once per month), and other minor repairs an owner-occupier would likely take care of themselves.
- 3.38.3. to quickly and carefully report any maintenance issues or repairs required at the Property, which are the Landlord's responsibility to deal, as soon as they become aware of them. Issues should be reported to the Landlord directly where the Landlord does not employ the Agent to provide a Fully Managed Service, or to the Agent directly, where the Landlord employs the Agent to provide a Fully Managed Service.
- 3.38.4. where the Agent is providing a Fully Managed service type to the Landlord, the Tenant agrees to report all repairs as soon as reasonably possible to the Agent in writing by filling in the online form found at <http://repairs.letme.it/> with full and detailed information about the issue (including photos where possible). Due to the vast number of repairs and maintenance issues the Agent will be dealing with at any one time, the Agent will only accept notice of a repair issue from Tenant when it is submitted via an online report. Where the Agent is



providing a “Advertise Only”, “Let Only”, or “Rent Management” service type to the Landlord, the Tenant agrees to report all issues to the Landlord as soon as reasonably possible using the contact details for the Landlord given at the start of this Agreement. At the time of signing this Agreement, the Agent is performing the following service type for the Landlord: **“Full Management Service (TOB 2019)”**

**4. The Landlord agrees with the Tenant as follows:**

- 4.1. To pay for all assessments and outgoing in respect of the Property (other than those mentioned in 3.4 above, or any services belonging to the Tenant) and keep in repair the structure and exterior of the Property and to keep in good repair and proper working order the installations for the supply of water, gas and electricity and the installation in the Property for space heating or heating water as required by Section 11 of the Landlord and Tenant Act 1985.
- 4.2. 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 Term without any unlawful interruption from the Landlord or his Agent. For the avoidance of doubt, it is agreed that the terms agreed by the Tenant with the Landlord in section 3 of this Agreement do not contradict the Tenant’s right to quietly possess and enjoy the Property – the Tenant can both quietly possess and enjoy the Property whilst complying with their responsibilities under section 3 of this Agreement.
- 4.3. To pay for the following services (where applicable) consumed on or supplied to the Property during the Term:
  - **None**

**5. The Landlord and the Tenant agree:**

- 5.1. Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home or intends to occupy the Property as his or her only or main home.
- 5.2. The Tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2, of the Housing Act 1988.
- 5.3. Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by standard first-class post to the Tenant at the Property or the last known address of the Tenant or left at the Property addressed to the Tenant.
- 5.4. Any notice served by the Landlord or the Agent on the Tenant shall be sufficiently served if sent by email to the Tenant to the email address given by the Tenant when applying for the Tenancy or to an email address held on file for the Tenant if the Tenant properly notifies the Agent of a change of email address throughout the Tenancy.
- 5.5. To immediately notify the Agent if the Landlord or the Agent changes their telephone number, email address, or any other contact information by sending an email to [support@letmeproperties.co.uk](mailto:support@letmeproperties.co.uk) and complying with the Agent’s request for verification before the change can be enacted.
- 5.6. The Landlord may re-enter the Property and immediately thereupon the Tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligations in this Agreement or should the Rent be in arrears by more than fourteen days (whether legally demanded or not).
- 5.7. Should the Tenant wish to end this Agreement before the end of the fixed term, the Tenant may request permission from the Landlord to instruct the Landlord's Agents to begin advertising the Property to the open market in the hope that a suitable replacement Tenant may be found. Should the Landlord and the Landlord's Agent accept this request, the Tenant will be responsible for all costs relating to finding a replacement Tenant including but not limited to: The Agent’s fees usually paid by the Landlord for the Tenant Find Service of 1 Months’ Rent + VAT (Minimum £600 + VAT), the costs incurred by the Landlord earlier than usual due to the early change in Tenants: £50 + VAT Deposit Protection Fee, £160 + VAT Inventory Fees, Referencing and Tenancy Set-up Costs for the new Tenant (minimum £200 + VAT, however, more if there are multiple adult Tenants or guarantors required), and any costs incurred by the Landlord as a result of the Tenant choosing to end the Tenancy before the end of the fixed Term. When the Tenant Replacement Service is used, the Tenant agrees to vacate the Property at least 7 days before the Replacement Tenant is set to start their Tenancy. Until a new replacement Tenant has been found and their Tenancy has started or if the Landlord or the Agent does not accept this request, the Tenant remains completely liable for all costs and terms of this Agreement, including but not limited to all Rent, Council Tax, Utility Costs, etc.
- 5.8. At the end of the Tenancy, both the Tenant and the Landlord agree to act reasonably and respectfully in agreeing whether any deductions from the Deposit are due, taking the advice of the 3<sup>rd</sup> party Inventory Clerk (where available) into careful consideration, and will jointly agree the value of deductions from the deposit, if any at all, within a timely

manner. The Tenant agrees to close all utility and council tax accounts (save for any that were included within the rent) before submitting the official Deposit refund request. The Tenant agree that the "Head Tenant" will officially request the Tenancy deposit repayment by completing the online form shown at <http://deposit.letme.it/> within 1 month of the Tenancy end date, where the deposit is held by the Agent, or by email directly to the Landlord where the deposit is held by the Landlord. Should the Tenant fail to officially request the Deposit repayment within 3 months of the Tenancy end date, the Tenant accepts that deductions from the Deposit will be decided by the Landlord and/or the Agent and any Deposit refund will be paid to the bank account details held on file for the "Head Tenant" (if any) without dispute from the Tenant. The Tenant hereby agrees and accepts that after this Tenancy ends (where it is not renewed) the Landlord and/or the Agent will arrange any works that they deem required at the Property to bring the Property up to the same standard it was in when it was given to the Tenant without consulting the Tenant, and the Tenant agrees that the deductions will be made from the Deposit to pay the reasonable cost of any such works without any further consultation or agreement with the Tenant. The Tenant accepts that they will not be given any opportunity to complete any required works themselves after the Check-out appointment has started, due to the logistics of the Property needing to be reinstated to the same condition it was in when it was given to them soon as possible after the Tenancy ends. If the Tenant wishes to control any works required to bring the Property back to the same condition it was in when they first received the Property, they should arrange these works before their Tenancy Check-out appointment. The Inventory Check-in report should be used as a guide to the condition that the Landlord will expect the Property to be returned in. The Tenant can request a copy of this by email at any point throughout the Tenancy, if an Inventory Check-in report has been created.

- 5.9. The rent shall increase at least once every 12 months (usually when the Tenancy is renewed or converts to a contractual periodic Tenancy). This increase shall be calculated according to the rise in the Retail Price Index most recently published at the time the renewal takes place. The increase shall not be less than 3% or more than 8% of the existing annual rent or any other rent agreed between the Landlord and the Tenant.

**6. The Guarantor(s) (if any) agree with the Landlord as follows**

- 6.1. In consideration of the Landlord granting this Tenancy to the Tenant, I HEREBY GUARANTEE the payment by the Tenant to you of the Rent and any other monies payable under this Agreement and the performance and observance by the Tenant of the terms and provisions of the Agreement.**
- 6.2. If the Tenant is jointly and severally liable with other(s) to pay the Rent and otherwise comply with the terms and provisions of the Agreement this means that I acknowledge our liability is for the payment of the full Rent or any breach of the terms and provisions of the Agreement by any of the other Tenants.
- 6.3. If the Tenant shall default in the payment of the Rent or any other monies payable under the Agreement I will upon written demand by you pay you the Rent or other monies which shall be so in arrears.
- 6.4. If the Tenant shall default in the performance and observance of any of the provisions or terms on the Tenant's part contained or implied in the Agreement I will on demand pay you all losses damages expenses and costs which you may be entitled to recover by reason of such default. My liability under this Clause is unlimited.
- 6.5. This Guarantee shall not be revoked for so long as the Tenant remains a Tenant of the Property nor shall it be revoked or discharged by my death or bankruptcy or the death or bankruptcy of any of us or the death or bankruptcy of the Tenant (or any other person who is a party to the Agreement).
- 6.6. This Guarantee shall continue in full force and effect despite any variation or alteration of the terms or provisions of the Agreement with or without my consent including any increase in the amount of the Rent payable in respect of the Property by the Tenant and this Guarantee shall extend to any new or further agreement entered into between the Tenant and yourself under which a Tenancy of the Property is granted to the Tenant irrespective of the amount of the Rent or the monies payable in respect thereof or the terms and provisions thereof or the persons who are parties to the same.
- 6.7. This Guarantee shall extend to any extension of the Tenancy or to any statutory periodic Tenancy which may arise under the Housing Act 1988 on the expiry of the Tenancy granted by the Agreement or on the expiry of any new or further Tenancy of the Property to which the Tenant is a party.
- 6.8. This Guarantee shall remain in full force and effect notwithstanding that the Agreement may be terminated by agreement Court Order by re-entry forfeiture notice or otherwise.
- 6.9. This Guarantee shall not be discharged nor shall it be released by any arrangement made between the Tenant (or any other person who is a party to the Agreement) and yourself with or without my consent or by any indulgence forbearance or time given to pay or otherwise comply with the terms and provisions of the Agreement or failure or neglect on your part whether as to payment time performance enforcing the Agreement or otherwise or any refusal by you to accept Rent or other monies following any breach of the terms and provisions of the Tenancy.
- 6.10. This Guarantee shall constitute me as principal debtor(s).
- 6.11. Any demand shall be valid if sent by post or left at my address specified above or such other address as I may notify to you in writing as to whether any such demand should be sent so long as a receipt for such notification of such alternative address is issued by me.
- 6.12. Where more than one person is a party to this Guarantee as Guarantor our obligations shall be joint and individual.
- 6.13. This Guarantee shall be construed in accordance with the law of England and Wales, whose courts shall have the exclusive jurisdiction to hear any dispute arising out of or in connection with this Guarantee.

**7. Various**

**7.1. Costs of Recovery**

- 7.1.1. It is hereby agreed that if the Tenant fails to pay any monies (rent, charges, fees, and/or otherwise) owed to the Landlord, Agent, or any other parties connected to the Landlord or Agent (such as contractors), within 5 working days of payment being requested, the Tenant shall pay the Landlord/Agent for all costs incurred by the Landlord/Agent in the recovery of any monies owed by the Tenant to the Landlord, Agent, or any other parties connected to the Landlord or Agent under this Agreement, including recovery Agent costs, repossession costs, location search costs, process server costs, administration costs, and solicitor costs on a solicitor/client basis.

**7.2. Jurisdiction**

- 7.2.1. It is hereby agreed that this Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

**7.3. Terms of this Agreement**

- 7.3.1. It is hereby agreed that if any of the terms in this Agreement are deemed unfair or unenforceable by a court of law or similar authority, that the remainder of this Agreement shall remain true and enforceable in entirety with only the parts deemed unenforceable removed.

**8. Special Conditions**

- **SPECIAL CONDITIONS WILL BE HERE**

By signing this Agreement, I give my express consent for you to collect, process, share, and store my data in accordance with your data protection and privacy policy found at <https://letmeproperties.co.uk/data-protection-policy/>

By signing this Agreement, I give my express consent for you to send communications and various notice by email and/or text message. I have reviewed contact information on the first page, and I confirm that my contact details are correct.

I agree to notify you immediately, in writing by email to [support@letmeproperties.co.uk](mailto:support@letmeproperties.co.uk), of any change to my mobile phone number, email address, or any errors or complications relating to my receipt of electronic messages or if I have any problems accessing my email or text messages.

## **SIGNATURES**

SIGNED by the Landlord or an authorised person of Let Me Properties as Agent for the Landlord

Landlord or Agent:	Date:
Landlord or Agent:	Date:

SIGNED by the Tenant/s

Example Tenant:	Date:
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**DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT COMPLETELY AND UNDERSTAND IT COMPLETELY. THIS IS A LEGALLY BINDING CONTRACT.**

## ANNEX A TO TENANCY AGREEMENT

PREScribed INFORMATION FOR DEPOSIT PROTECTION AT **1 EXAMPLE STREET, ST ALBANS, HERTFORDSHIRE, AL1 3RR**

### LANDLORD AGENT

Name: Let Me Properties

Address: 1 Hatfield Road, St Albans, Hertfordshire, England, AL1 3RR

Telephone Number: 01727 846361

Email: [support@letmeproperties.co.uk](mailto:support@letmeproperties.co.uk)

### TENANT(S)

Head Tenant Name:	Pre-Tenancy Address:	Phone Number:	Email Address:
[[HeadTenant.Name]]	[[HeadTenant.Address.Address1]], [[HeadTenant.Address.Address2]], [[HeadTenant.Address.Address3]] [[HeadTenant.Address.Address4]] [[HeadTenant.Address.Postcode]]	[[HeadTenant.Tenant MobilePhone]]	[[HeadTenant.Email]]
Co-Tenant Name/s:	Pre-Tenancy Address:	Phone Number:	Email Address:
Example Tenant	1 Hatfield Road St Albans AL1 3RR	01727846361	example@letmeproperties.co.uk

All Co-Tenants (if any) hereby confirm that all deposit funds are owned fully and completely by the Head Tenant listed above. All Tenants understand and accept the any and all deposit negotiation communications will be conducted by the Head Tenant and all deposit refund funds (if any) will be repaid to the Head Tenant. If the Tenants have any private arrangements between themselves where they have paid funds to the Head Tenant in way of any deposit, this is to be handled as a separate private matter between the Tenants and does not involve the Landlord or the Landlord's Agent.

### ADDRESS FOR CONTACTING THE HEAD TENANT AFTER THIS TENANCY

Name: [[HeadTenant.Name]]

Address:

Telephone Number: [[HeadTenant.TenantMobilePhone]]

Email Address: [[HeadTenant.Email]]

### TENANCY DEPOSIT SCHEME

This information is prescribed under the Housing Act 2004. That means that the 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.

A1 Address of the property/premises to which the Tenancy relates:

**1 Example Street, St Albans, Hertfordshire, AL1 3RR**

Details of the deposit holder(s)

A2 Name(s): Let Me Properties

A3 Actual address of the Deposit Holder: 1 Hatfield Road, St Albans, Hertfordshire, England, AL1 3RR

A4 E mail address of the Deposit Holder (if applicable): support@letmeproperties.co.uk

A5 Telephone number of the Deposit Holder: 01727 846361

A6 Fax number (if applicable):

Details of Tenant(s)

Guarantor Initials (if any): \_\_\_\_\_

Tenant Initials: \_\_\_\_\_

A7 Name(s): **Example Tenant**

A8 Address for contact after the Tenancy ends (if known):

..... Same as above .....

A9 E mail address for Tenant (if applicable): Same as above

A10 Mobile/Telephone number: Same as above

A11 Fax number (if applicable)

#### THE DEPOSIT

A12 The deposit is **£2,307.00**

A13 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.

A14 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 Let Me Properties

#### AT THE END OF THE TENANCY

A15 The deposit will be released following the procedures set out in clauses 1.2, 3.23, 3.36, 3.37, and 5.8 of the Tenancy Agreement attached.

A16 Deductions may be made from the Deposit according to clauses 1.2, 3.23, 3.36, 3.37, and 5.8 of the Tenancy Agreement attached.

A17 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: <https://www.tenancydepositscheme.com>.

A18 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".

A19 A formal record of these activities should be made, supported by appropriate documentation.

A20 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 owner would be immediately met by the Member from its own resources.

A21 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 that 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 his knowledge and belief.

#### TENANCY DEPOSIT SCHEME

PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN

phone 0845 226 7837  
web [www.tds.gb.com](http://www.tds.gb.com)  
email [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.

#### **B1. The Tenancy Deposit**

The Deposit of **£2,307.00** is paid by the Tenant to the Landlord/Agent. The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

#### **B2. Any interest earned will belong to the Agent.**

#### **B3 Purpose of the deposit**

- See clauses 1.2, 3.23, 3.36, 3.37, and 5.8 of the attached Tenancy Agreement.
- 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.
- 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.
- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property/premises for which the Tenant is liable
- 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.

#### **B4. At the end of the Tenancy**

**B4.1** The Tenant will follow the Deposit Return Process detailed in clauses 1.2, 3.23, 3.36, 3.37, and 5.8 of the Tenancy Agreement. The Agent/Landlord will tell the Tenant within 10 working days of the official written request being received from the Tenant (after the end of the Tenancy) of the condition of the Property at the end of the Tenancy and will request an offer of fair deposit deductions from the Tenant. The Tenant agrees to consider the evidence presented by the Agent/Landlord and agrees to make a reasonable offer of what they consider to be "fair deposit deductions" if any at all. The Agent/Landlord will then inform the Tenant within 10 working days of receiving the "reasonable offer of fair deposit deductions (if any at all)" if the Landlord proposes to make any deductions from the Deposit. See clause 1.2, 3.23, 3.36, 3.37, and 5.8 for details on how to make start the official deposit refund process.

**B4.2** If there is no dispute the Agent/Landlord 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 Agent/Landlord and the Tenant agreeing the allocation of the Deposit.

B4.3 The Tenant should try to inform the Agent/Landlord in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The period may not be reduced to less than 14 days. 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.

B4.4 If, after 10 working days following notification of a dispute to the Agent/Landlord 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 be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

B4.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.

### **SIGNATURES**

**SIGNED by the Landlord or an authorised person of Let Me Properties as Agent for the Landlord**

<b>Landlord or Agent:</b>	<b>Date:</b>
<b>Landlord or Agent:</b>	<b>Date:</b>

**SIGNED by the Tenant/s**

<b>Example Tenant:</b>	<b>Date:</b>
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## YOUR DEPOSIT

YOUR DEPOSIT IS REGISTERED WITH THE TENANCY DEPOSIT SCHEME (TDS.) TO DOWNLOAD A COPY OF YOUR DEPOSIT PROTECTION CERTIFICATE, PLEASE VISIT [WWW.THEDISPUTESERVICE.CO.UK](http://WWW.THEDISPUTESERVICE.CO.UK) AND ENTER THE FOLLOWING DETAILS INTO THE SEARCH FORM. PLEASE BE ADVISED, IT CAN TAKE UP TO 30 DAYS AFTER PAYMENT FOR YOUR DEPOSIT TO BE REGISTERED.

The screenshot shows the TDS website interface. At the top, there's a navigation bar with links: Homepage, Tenants, Agents, Landlords, About TDS, News & Events. The main heading is 'Is my deposit protected with TDS?'. Below this, there's a form to enter the 'Tenancy Deposit Certificate Code' with a 'go' button. A red box highlights this form. Below the form, there's a link: 'Search by using tenancy agreement information'. A 'Quicklinks' sidebar on the right lists: Deposit Disputes, Check the progress of a dispute, Documents & forms, Complaints. A 'Tenancy Lookup' modal is open, showing fields for: Deposit Amount (£), Tenancy Post Code, Tenant Surname, and Tenancy Start Date (dd/mm/yyyy) with a 'go' button. The modal also includes a note: 'You may also contact your agent or landlord. They will have details of your tenancy deposit protection.'

Deposit Amount: **£2,307.00**

Tenancy Address: **1 Example Street, St Albans, Hertfordshire, AL1 3RR**

Head Tenant's Surname: **[[HeadTenant.Surname]]**

Tenancy Start Date: **01/01/2021**

WHEN YOU HAVE LOGGED IN YOU WILL BE ABLE TO DOWNLOAD YOUR TENANCY CODE AND A COPY OF THE REGISTRATION CERTIFICATE.

## BANK STANDING ORDER MANDATE – EXAMPLE TENANT

**IMPORTANT: This is an instruction from the tenant to their bank to pay money to the Beneficiary detailed below. This form should be completed and signed by the tenant and given in at the tenant's bank – The Head Tenant must ensure that this is done by all tenants who will be paying rent.**

To: (Please insert full bank address including POSTCODE)

	<b>BANK PLEASE READ</b> PLEASE AMEND ANY EXISTING INSTRUCTION FROM THE NEXT PAYMENT WITH THIS REFERENCE AND DATE RANGE TO THIS BENEFICIARY (PLEASE ENSURE THAT THERE IS ONLY ONE ACTIVE STANDING ORDER)
--	--

### ACCOUNT TO BE DEBITED

SORT CODE:  
ACCOUNT NUMBER:  
ACCOUNT NAME:  
ROLL NO: (Building Societies ONLY)

### BENEFICIARY DETAILS

BANK: **Barclays**  
BRANCH DETAILS: **18 St Peters Street AL1 3NA**  
SORT CODE: **20-74-09**  
ACCOUNT NUMBER: **73997510**  
ACCOUNT NAME: **Clients Premium Account**

REFERENCE:  
"Customer Last Name"-1-Example Street

**BANK - please reference each STO with the above reference**

### PAYMENT DETAILS

- Payment of £2000.00 per calendar month. First payment due 29/12/2020, last payment due 28/11/2021

CUSTOMER  
SIGNATURE:

X
---

Date:

--

CUSTOMER CONTACT TELEPHONE NUMBER(S): 01727846361