
COUNTERPART TENANCY AGREEMENT

for letting an unfurnished dwelling house
on an assured shorthold tenancy
under Part 1 of the Housing Act 1988

DATE: May 2015

PARTIES:

1. The Landlord: Mr Rajan (aka John) Walia
2. The Tenant(s): Lydia Korol-Bluring

PREMISES: Flat B
26 Kew Road
Richmond
TW9 2NA

THE TERM: A term certain of one year less one day commencing 12 noon on Saturday 2nd May 2015 and expiring at 12 noon on Sunday 1st May 2016. "SUBJECT ALWAYS to the provision for early termination in clause 12 hereof."

RENT: £1,100 (One thousand, one hundred) per calendar month payable in advance by equal monthly payments to reach the Landlord's bank account on or by the 2nd day of each month. The first payment of which is to be made on Saturday 2nd May 2015. All payments to be made by standing order to the account of the Landlord with the exception of the first month's rent and deposit which is payable to the introductory agent Winkworth (Richmond Franchise).

DEPOSIT: £1523.00 (one thousand, five hundred and twenty three pounds)

WINKWORTH
Unfurnished Lettings

Initials: _____

1. INTERPRETATION AND DEFINITIONS

In this Agreement:-

- 1.1 Whenever there is more than one Tenant all their obligations can be enforced against all of the Tenants jointly and against each individually.
- 1.2 A reference to an Act of Parliament refers to that Act as it applies at the date of this Agreement and any later amendments or re-enactment of it.
- 1.3 A right given to the Landlord to enter the Premises extends to any superior Landlord and anyone either of them authorises to enter and includes the right to bring workmen and appliances onto the Premises for the stated purpose.
- 1.4 "Interest" means interest at the rate of 4% per year above the base rate of Barclays Bank plc for the time being in force.
- 1.5 Any obligation to pay money refers to a sum exclusive of value added tax ["VAT"] and any VAT charged on it is payable in addition.
- 1.6 "The Landlord" includes the persons for the time being entitled to the reversion immediately expectant on the termination of the Tenancy.
- 1.7 "The Tenant" includes the persons deriving title under the Tenant.
- 1.8 "The Premises" includes any part or parts of the Premises and to and to the Furniture or any of them.
- 1.9 "Agent" means the Agent for the time being of the Landlord.
- 1.10 A consent required from the Landlord under this Agreement may be given by the Agent and any notice required to be given by or to the Landlord shall be sufficiently given or served if given by or to the Agent.
- 1.11 Word importing one gender shall be construed as importing any other gender.
- 1.12 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.13 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.14 Pursuant to section 1(2) of the Contracts (Rights of Third Parties) Act 1999, the parties intend that no term of this agreement may be enforced by a Third Party.
- 1.15 Joint and several liable – Means that jointly all tenants are liable for the rent and any costs arising for any breach of the tenancy until all debts are paid in full and individually each tenant is liable for all the rent and costs arising from a breach of tenancy until all debt is paid in full.
- 1.16 "ICE" Independent Case Examiner of The Dispute Ltd.

2. AGREEMENT TO LET

The Landlord lets and the Tenant takes the Premises for the term at the rent payable as above.

3. ASSURED SHORTHOLD TENANCY

This agreement creates an assured shorthold tenancy within part 1Chapter II of the Housing

Initials:_____

Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly, save where the Landlord serves a notice under paragraph 2 of Schedule 2A to that Act

4. THE TENANT'S OBLIGATIONS

The Tenant will:-

- 4.1 Pay the rent at the times and in the manner specified without making any deduction from it or set off against it whatsoever.
- 4.2 Pay interest from the date any rent or other monies payable under this Agreement become due on any such rent or monies paid more than seven days after they fall due.
- 4.3.1 Arrange forthwith the relevant authorities for all accounts in respect of gas electricity council tax water and the telephone [if any] to be addressed to the Tenant in his own name. The Tenant is not authorised to change the supplier of any of the above utilities.
- 4.3.1 Pay for all gas council tax water fuel and oil consumed on or supplied to the Premises and the standing charges in connection with the same during the Tenancy and for all charges made in respect of the telephone [if any] within fourteen days after receipt by the Tenant of the respective accounts failing which the Landlord reserves the right to have the gas electricity water or telephone services disconnected. N.B. Please note that the electricity meter reading will be taken quarterly by the tenant or landlord and payment will be made to landlord. This is because although each flat has separate meter, only one bill is given for the three flats in the building and the landlord. The flat has its own meter that the tenant can check any reading against. It is agreed that the tenant shall pay 30% of her share of the total bill
- 4.3.2 Pay all costs and expenses in connection with reconnection any of the gas electricity water or telephone services to the Premises which are disconnected due to the fault of the Tenant or any occupier during the Tenancy.
- 4.4 Use the property in a tenant like manner.
- 4.5 Not change or permit to be changed the number of the telephone and not transfer such number at the end of the Tenancy.
- 4.6 Keep the interior of the Premises during the Tenancy in a good and clean state of repair condition and decoration and make good all damage and breakages to the Premises which may occur during the Tenancy [fair wear and tear and damage covered by the insurance taken out by the Landlord excepted unless such insurance has been rendered void or voidable in consequences of any act or omission on the part of the Tenant or any occupant of the Premises] and immediately replace all broken glass, electric light bulbs and fuses where safe to do so.
- 4.7 Not carry out any redecoration of the Premises without the previous consent in writing of the Landlord or his Agent and in case of any breach of this stipulation the Tenant shall be responsible for the entire cost of reinstating the Premises to its state at the date of this Agreement.
- 4.8 Keep the garden [if any] properly cultivated and free from weeds and in a neat and tidy condition and any lawns properly mown and trees and shrubs pruned and not lop cut down remove or otherwise injure any tree shrub or

Initials: _____

plant growing upon the property or alter the general character of the garden

- 4.9 Not remove the Furniture the contents or any part thereof or any substituted items from the Premises.
- 4.10 Not alter or change or install any locks on any doors or windows in or about the Premises or have any additional keys made for any locks without prior written consent of the Landlord.
4.10.1 If any such additional keys are made deliver up the same to the Landlord together with all original keys at the end of the Tenancy and in the event that any such keys have been lost pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belonged.
- 4.11 Permit the Landlord or Landlord's Agent at all reasonable times during the Tenancy subject to prior notice being given [except in case of emergency] to enter the Premises for the purposes of inspecting and repairing and painting the outside thereof or of carrying out and completing any structural or other necessary and proper repairs to the Premises or any adjoining premises or of examining the state and condition of the Premises or contents.
- 4.12 Ensure that the water softener [if any] is operational throughout the Tenancy and provide salt for the appliance as and when necessary.
- 4.13 Have all chimneys and flues [if any] belonging to the Premises thoroughly swept and cleansed as often as necessary.
- 4.14 Keep free from obstruction all gutters sewers drains sanitary apparatus water and waste pipe and ducts belonging and forming part of the premises.
- 4.15 Keep the windows of the Premises clean and replace all broken glass.
- 4.16 Not to assign the benefit of this Agreement nor to assign sub-let charge or part with or share the possession or occupation of the whole or any part of the premises.
- 4.17 Use the Premises only for the purpose of a private residence and for no other purpose whatsoever and not take in or receive any lodgers boarders or paying guests or permit or suffer to reside in the Premises any person or persons other than the Tenants.
- 4.18 Not carry on or permit to be carried on upon the Premises any profession trade or business whatsoever.
- 4.19 Not to do or suffer to be done in the Premises or the building of which it forms part of, anything:-
4.19.1 Which may be or become a nuisance annoyance or inconvenience to the Landlord or the Tenants or occupiers of any neighbouring Premises.
4.19.2 Which may make void or voidable any insurance of the Premises or increase the premium for such insurance.
4.19.3 Which is dangerous offensive noxious illegal or immoral.
- 4.20 Not permit any sale by auction or public meeting to be held on the Premises.
- 4.21 Not place or exhibit any notice board or notice or poster or sign whatsoever on any part of the Premises nor remove from the windows of the Premises any curtains save for the purpose of cleaning the same.
- 4.22 Not without the prior written consent of the Landlord to keep or suffer to be kept in the Premises any cat dog or other pet such consent to be revocable at

Initials: _____

will by the Landlord.

- 4.23 Preserve the Furniture from being destroyed or damaged and make good pay for or replace with articles of a similar kind and of equal value any such parts of the Furniture as shall be destroyed lost broken or damaged [fair wear and tear covered by the insurance taken out by the Landlord excepted unless such insurance has been rendered void or voidable in consequences of any act or omission on the part of the Tenant or any occupant of the Premises].
- 4.24 Not bring into the Premises any additional furniture without the prior consent of the Landlord or his Agent and leave the Furniture and contents at the end of the Tenancy in the rooms and places in which they were at the commencement of the Tenancy.
 - 4.24.1 Deliver up to the Landlord the Premises the Furniture and all fixtures and additional thereto [except such as the Tenant shall be entitled by law to remove] all the articles substituted for the same at the end of the Tenancy in good condition and cleanliness and complete repair.
- 4.25 To ensure that the property is cleaned to the same standard as at the beginning of the tenancy and if not to that standard then pay for a professional clean at the end of the tenancy including the washing (including ironing and pressing) of all linen and for the professional cleaning (including ironing and pressing) of all counterpanes blankets upholstery carpets and curtains which shall have been soiled during the term.
- 4.26 Keep and leave all windows clean and clean net curtains when necessary.
- 4.27 Upon receipt from the Landlord or his Agents of a notice in writing specifying repairs restorations and cleaning to the interior of the Premises and of such destruction loss breakage or damage of or to the Furniture as the Tenant shall be bound to make good within one month the Tenant shall repair clean amend and restore or make good the same accordingly and this sub-clause is without prejudice to any other rights or remedies of the Landlord.
- 4.28 Not play any musical instrument or use any sound production equipment so as to cause annoyance or disturbance to adjoining residents and without prejudice to the generality of the foregoing not between the hours of 11pm and 7am to play any such instrument or use any such equipment so as to be audible outside the Premises.
- 4.29 Keep the television set [if any] and all other electrical appliances in good working order and to pay for the licence of any television set during the Tenancy.
- 4.30 Not keep or allow to be used any oil or gas heating apparatus of a portable or moveable nature on the Premises.
 - 4.30.1 Not deposit any store of coal or fuel elsewhere than in any receptacle or tank provided for the purpose.
 - 4.30.2 Not keep any combustible or offensive goods provisions or materials upon the Premises.
- 4.31 Not hang or allow to be hung any clothes or other articles on the outside of the Premises nor allow any linen or clothes to be exposed for drying.
- 4.32 Not damage the Premises nor pull down alter or add to or in any way interfere with the construction or arrangement of the Premises and not cut into or injure or make any holes in or affix anything to the walls ceilings and floors of the Premises. Should the tenant wish to hang pictures written consent must be obtained from the Landlord, such consent should not be

Initials: _____

unreasonably withheld. Any damage made by the tenant to be made good at the end of the tenancy.

- 4.33 Keep in good working order and free from obstruction all bath sinks taps lavatories cisterns waste and other pipes on the Premises and indemnify the Landlord against all damage through any breach of this stipulation or through leakage or overflow from any such drains or fittings resulting from any such breach as aforesaid.
- 4.34 Promptly repair or clean or cause to be repaired or cleaned [as the case may be] at the Tenant's expense any burst pipes resulting from the default or negligence of the Tenant his servants or agents or any other occupant of the Premises and meet the cost thereof and take all reasonable precautions during the Tenancy to prevent the freezing or bursting of water pipes and storage tanks.
- 4.35 The tenant should inform the landlord of any defects or repairs required that appear throughout the tenancy so that the landlord may take action if so agreed to fix / repair said defects. If repairs are necessary for which the Landlord is liable the Tenant shall not arrange or give instructions for any repair to be carried out except at the written request of the Landlord or the Agent and if the Tenant shall fail to comply with this sub-clause he shall be liable for the cost of any repair carried out provided that this sub-clause shall not apply if such repairs are not commenced on instructions from the Landlord or the Agent within 1 month of the Tenant notifying the Landlord or the Agent of such want of repair.
- 4.36 During the last eight weeks of the Tenancy allow prospective Tenants or Purchasers to be shown over the Premises upon prior notice being given to the Tenant and in case it shall not be convenient for the Tenant to be at the Premises at the time of any such viewing to make the keys available to the Landlord or his Agents so that they may escort prospective Tenants or Purchasers around the Premises.
- 4.37 If the Tenant's goods or any of them or any goods belonging to the occupant of the Premises shall not have been removed from the Premises at the end of the Tenancy to pay to the Landlord damages at a rate equal to the rent then payable for the Premises until the Tenant shall have removed all such goods and in addition the additional expense incurred by the Landlord or his agents in re-inspecting the Premises.
- 4.38 Hand over to the Landlord or his Agents by 12 noon on the last day of the Tenancy all keys to the Premises.
- 4.39 Not leave the Premises unoccupied for any period whatsoever without locking or securing all doors and windows and ensuring that the burglar alarm [if any] activated.
- 4.40 Pay all the landlord's costs and expenses in connection with:-
 - 4.40.2 Any breach by the Tenant of any covenant contained in this agreement whether for the payment of the rent or otherwise whatsoever and in the case of legal costs of a solicitor and own client costs.
- 4.41 Pay all existing and future rates and taxes [including Council Tax and any tax substituted for it] in respect of the Premises during the Tenancy and indemnify the Landlord fully therefrom
- 4.42 To pay for the check-out Inventory at the termination of the tenancy and if the Tenant or any agent appointed by him shall not keep a mutual appointment

Initials: _____

made by the Landlord's agent to check the said inventory at the end of the tenancy to pay the additional cost incurred by the Landlord in making and attending a second appointment to check the said inventory and if either the Tenant nor his agent shall keep such second appointment any assessment made by the Landlord's agent of the compensation or other sums payment by the Tenant shall be final and binding on the Tenant.

- 4.43 The Tenant should obtain sufficient insurance cover for house contents (other than the Landlord's contents) and third party liabilities by himself.
- 4.44 Permit the Landlord access to the property for six monthly inspections. The Landlord will give at least 48 hours prior notice.
- 4.45 Give the Landlord one calendar months notice if it is their intention to leave the property at the end of the initial Term. Such notice must be given in writing prior to or coincide with the last rent payment date this being one month before leaving.
- 4.46 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlord's or the Agent's prior consent.

5. THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant as follows:-

- 5.1 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 lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- 5.2 To insure or if any superior lease provides for the superior Landlord to insure to use his best endeavours to procure the insurance of the Premises and the Furniture to their full value with a reputable company against all risks normally covered by a comprehensive insurance policy.
- 5.3 The Landlord warrants that all furniture upholstered furniture soft furnishings beds mattresses pillows and cushions applied to the premises comply [if appropriate] with the provisions of The Furniture and Furnishings [Fire Safety] regulations 1988 and The Furniture and Furnishings [Fire Safety Amendments] Regulations 1993.
- 5.4 The Landlord warrants that all gas appliances within the property have been installed and maintained in good order and checked for safety at least once in twelve months and comply with the Gas Safety (Installation and Use) Regulations 1994 and any amendment thereto that and that appropriate records of such checks are recorded and retained.
- 5.5 The Landlord hereby warrants that he has sole title and power to enter into this tenancy agreement and that all licences and consents necessary for this purpose have been obtained.
- 5.6 To pay the mortgage payments to any mortgagee of the property and comply with the other covenants on the part of the borrower all as set out in any mortgage over the property and to indemnify the Tenant in respect of any losses costs or expenses arising out of any non-compliance.
- 5.7 To insure or procure the insurance of the Property for its full reinstatement cost and insure the fixtures and furniture and effects more particularly specified in the Inventory for their full replacement value in each case with a reputable insurance company against loss or damage by fire theft storm

Initials: _____

tempest flood impact vandalism accidental damage and all other risks normally covered by a householder's comprehensive insurance policy and in the event of damage or destruction to effect making good or replacement with all reasonable speed and the Tenant (or the underlessee or its occupational licensee as the case may be) shall only be responsible for insuring those items which he brings to the Property.

- 5.8 To ensure the property is clean and all appliances are in working order prior to the commencement of the tenancy.

6. FORFEITURE

- 6.1 Provided as follows:-
- 6.1.1 If the said rent or any instalment or part thereof on the above mentioned premises shall be in arrears or unpaid for at least fourteen days after the same shall have become due [whether formally demanded or not] or
- 6.1.2 In the event of the breach of any of the obligations on the part of the Tenant herein contained or
- 6.1.3 If the Premises shall [without any arrangements having previously been made with the Landlord or his Agent] be left vacant or unoccupied for a period exceeding twenty-eight days or
- 6.1.4 If the Tenant shall commit an act of bankruptcy or shall make any arrangement or composition with his creditors then and in any case it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf to re-enter into and upon the Premises or any part thereof in the name of the whole and peaceably to repossess the same as if this tenancy had not been made and immediately thereupon the tenancy shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Tenant's obligations hereinbefore contained.

7. DEPOSIT

- 7.1 The Tenant shall pay to the Landlord or his Agent on the date of this agreement the Deposit provided always that the Landlord may deduct from the Deposit whatever monies may be due to him from the Tenant by virtue of any breach by the Tenant of any of his obligations under this Agreement.
- 7.2 The Tenants deposit will be held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme and interest earned will belong to the agent.
- 7.3 The Deposit has been taken for the following purposes:
- 7.3.1 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.
- 7.3.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's

Initials: _____

obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

7.3.3 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.

7.3.4 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.

7.4 Protection of the deposit

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
email deposits@tds.gb.com
fax 01442 253193

7.5 End of the tenancy

7.5.1 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

7.5.2 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.

7.5.3 The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The 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.

7.5.4 If, after 10 working days following notification of a dispute to the Agent/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 A2 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

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

7.5.6 The Tenant may under no circumstances offset his final rental payment against the Deposit.

Initials: _____

7.5.7 IMPORTANT: PLEASE NOTE THAT THE SECURITY DEPOSIT LESS ANY DEDUCTIONS WILL BE PAID BACK IN EQUAL AMOUNTS TO JOINT TENANTS IRRESPECTIVE OF WHICH TENANT PAID THE DEPOSIT UNLESS OTHERWISE INSTRUCTED BY ALL JOINT TENANTS.

8. NOTICE

All notices relating to this Agreement (including any related legal proceedings) shall be in writing and if given to the Tenant shall be validly served if sent to the Premises. Any such notice may be delivered by first class post, registered or recorded post, or hand delivery. If served by first class post the notice is deemed delivery next two working days, if served by registered or recorded post the notice is deemed delivery next working day and if served by hand delivery as long as its been delivered by 5pm then notice is deemed as served on next working day.

9. REPAIRING OBLIGATIONS

This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the Tenancy

10. LANDLORD'S ADDRESS FOR SERVICE

The Tenant is hereby notified [pursuant to Section 48 of the Landlord and Tenant Act 1987] that the Landlord's address for service of all notices is:-

**Mr Rajan Walia
22 The Avenue
Hatch End
Pinner
Middlesex
HA5 4ER**

11. LAW

This Agreement shall be governed by and construed in accordance with English Law and the parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any matter arising out of or connected with the Agreement.

12. PROVISION TO EARLY TERMINATION

This agreement may be terminated no earlier than nine months from the term commencement date by the Tenant giving one calendar months written notice or the Landlord giving two calendar months written notice to take effect from the next rent due date following service of such notice.

Initials: _____

AS WITNESS the hands of the parties hereto (or their duly authorised signatories) the day and the year first above written

SIGNED by the said Tenant:

Lydia Korol-Bluring

Signatures:

in the presence :

Name:

Address:

Occupation:

Initials: _____

Section A - Prescribed Information for Assured Shorthold Tenancies

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.

A1 Address of the **property/premises** to which the tenancy relates (*delete whichever does not apply*)

--

Details of the deposit holder(s)

A2 Name(s) **WINKWORTH ESTATE AGENTS**

A3 Actual address

5 WESTMINSTER HOUSE, KEW ROAD, RICHMOND, SURREY, TW9 2ND

A4 E mail address (*if applicable*) **richmond@winkworth.co.uk**

A5 Telephone number **020 8940 9986**

A6 Fax number (*if applicable*) **020 8940 9462**

Details of tenant(s)

A7 Name(s)

A8 Address(es) for contact after the tenancy ends (*if known*)

--

A9 E mail address(es) (*if applicable*) **lydia_bluring@hotmail.co.uk**

A10 Mobile number(s) (*if applicable*) **07590 510 832**

Initials: _____

A11 Fax number(s) (if applicable)

--

Please provide the details requested in A 7-11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

The deposit

A12 The deposit is £ **1523.00**

--

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 **Winkworth Estate Agents**.

At the end of the tenancy

A15 The deposit will be released following the procedures set out in clauses **7.3 – 7.7** of the Tenancy Agreement

A16 Deductions may be made from the Deposit according to **7.3 – 7.7** of the Tenancy Agreement. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

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: **www.thedisputeservice.co.uk**

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”.

Initials: _____

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.

Signed by the Tenant

IMPORTANT: PLEASE NOTE THAT THE SECURITY DEPOSIT LESS ANY DEDUCTIONS WILL BE PAID BACK IN EQUAL AMOUNTS TO JOINT TENANTS IRRESPECTIVE OF WHICH TENANT PAID THE DEPOSIT UNLESS OTHERWISE INSTRUCTED BY ALL JOINT TENANTS. SEE CLAUSE 7.5.7

Signed by the Landlord/Agent

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
email 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.

Initials: _____