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TENANCY AGREEMENT – CUSTODIAL DEPOSIT SCHEME

For Letting A Unfurnished Dwelling On An Assured Shorthold Tenancy
Under Section 20 of the Housing Act 1988
As amended by the Housing Act 1996 and the Housing Act 2004

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

LANDLORD: *[Insert Landlord's name]* of *[Insert Landlord's address]*
(hereinafter called "The Landlord")

AND

TENANT: *[Insert Tenant or Tenants names]* of *[Insert Tenant or Tenants current address or addresses]* (hereinafter called "The Tenant(s)")

1. PREMISES

WHEREBY the Landlord lets and the tenant(s) takes all those premises known as:

[Insert full address of property to be rented] (hereinafter called "The Premises").

2. CONTENTS

TOGETHER WITH the fixtures and fittings now in or upon the premises and for the term, rental and deposit payments specified below using the method of payment so prescribed.

3. TERM

From: *[Insert start date of tenancy]*

To: *[Insert end date of tenancy]* ("The Term")

4. RENT

4.1 *[Insert amount in words and numbers, e.g. £500, Five Hundred Pounds]* per *[Select one of the following - week / month]* payable on *[Specify day each week or month, e.g. Monday of every week / 1st day of every month]*

4.2 The first payment to be made on the *[Insert date of first payment]*

5. THE TENANCY DEPOSIT

5.1 The deposit of £ *[Insert deposit amount in words and numbers, e.g. £500, Five Hundred Pounds]* is paid by the tenant to the Landlord / Agent. This will be held under a custodial deposit protection scheme.

The purpose of the deposit shall be as follows:

5.1.1 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.

5.1.2 The reasonable costs incurred in compensating the landlord for, or 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.

5.1.3 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.

5.1.4 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.

5.2 The deposit is safeguarded by *[insert name and address and contact details of scheme administrator]*.

5.3 Any interest on the deposit which is payable in accordance with the scheme administrator's rules shall be paid to the *[select one of the following]* Landlord / Tenant / Landlord's Agent.

6. METHOD OF PAYMENT

[Select one of the following - By standing order to the Landlord / By standing order to the Landlord's Agent / By cheque/postal order posted to the Landlord / By cheque/cash collected by the Landlord]

7. ASSURED SHORTHOLD TENANCY

THIS Agreement is intended to create an Assured Shorthold Tenancy within the meaning of Section 20 of the Housing Act 1988 (as amended by the Housing Act 1996).

8. DEFINITIONS

WHERE the context admits:

8.1 "The Landlord" is the registered owner(s) of the premises and the term includes the persons for the time being entitled to the reversion expectant on the determination of the tenancy.

8.2 "The Tenant(s)" is/are the proposed occupants of the premises and term includes persons deriving title under the tenant ("successors in title").

8.3 Reference to "the premises" includes references to any part or parts and to the fixtures, furniture and effects.

8.4 If the premises constitute a flat the following shall apply:

- i) "The Block" shall mean the building of which the premises form a part.
- ii) Insofar as the Landlord is entitled, the tenant shall also be entitled to the reasonable use of the entrance halls, staircase, corridors, lifts and other common parts of the block and ground in common with the other tenants or occupiers of the block.
- iii) If the flat is leasehold the Landlord will pay the ground rent and service charges under the lease and comply with any obligations under the lease except to the extent that any obligations are imposed on the tenant under this Agreement in which case the tenant shall comply.

8.5 In this Agreement words importing the masculine gender only shall include the feminine gender and words importing the singular shall include the plural and where there are two or more persons included from time to time in the expression "The Landlord" and "the tenant(s)" the obligations on their part in this Agreement shall be joint and several.

**Sample document – the remaining are clause headings only
Full document contains all clauses**

9. TENANT'S OBLIGATIONS

10. LANDLORD'S OBLIGATIONS

11. PROVIDED THAT

12. GUARANTOR

13. NOTICES

AS WITNESS of which the parties have signed this Agreement the day and year first above written.

1. LANDLORD

SIGNED by the Landlord: _____

2. WITNESS TO LANDLORD SIGNATURE

In the presence of: _____ *[Witness's full name]*

Signature: _____

Address: _____

Occupation: _____ *[Witness's occupation]*

3. TENANT(S)

SIGNED by the tenant(s): _____

[All tenants must sign the tenancy agreement]

4. WITNESS TO TENANT SIGNATURE(S)

In the presence of: _____ *[Witness's full name]*

Signature: _____

Address: _____

Occupation: _____ *[Witness's occupation]*

5. GUARANTOR

SIGNED by the Guarantor: _____

Name: _____

Address: _____

6. WITNESS TO GUARANTOR SIGNATURE

In the presence of: _____ *[Witness's full name]*

Signature: _____

Address: _____

Occupation: _____ *[Witness's occupation]*

TENANCY DEPOSITS
(Prescribed Information – custodial deposit protection scheme)

Details of the holder of the deposit

Name:
Address:
Tel. No.
Email:

Landlord's Details

Name:
Address:
Tel. No.
Email:

Tenant's Details

Name:
Address:
Tel. No.
Email:

Tenant's Alternative Contact Details

Name:
Address:
Tel. No.
Email:

Details of person who paid the deposit

(if different from the tenant)

Name:

Address:

Tel. No.

Email:

**Sample document – the remaining are clause headings only
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Purpose of the deposit

Value of the deposit

Release of the deposit at the end of the tenancy

Procedure for resolving a dispute at the end of the tenancy

The Landlord/Agent confirms that the information provided to the tenant is accurate to the best of his knowledge and belief.

The tenant has been given the opportunity to examine this information and to confirm that by signing this document that the information is accurate to the best of the landlord's knowledge and belief.

1. LANDLORD/AGENT

SIGNED by the Landlord/Agent: _____

2. TENANT(S)

SIGNED by the tenant(s): _____

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