

**Date:**  **2015**

**And**  
**Miss V. Atkins**

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**AGREEMENT**

**FOR LETTING  
AN UNFURNISHED  
PROPERTY**

**Situated and known as**

**ON AN ASSURED SHORTHOLD TENANCY**

Please provide the details requested in A8–A17 for **each** tenant (there is a continuation sheet for this purpose). If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in A8–A12 **must** be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose. The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause(s) \_\_\_\_\_ of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

### **CONFIRMATION**

The landlord certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.


**Signed by or on behalf of  
the landlord**

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The tenant confirms that:

- ~~I/we~~ have been given the opportunity to read the information provided and
- ~~I/we~~ sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

**Signed by the tenant(s)**

	
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Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

**Address of Property to be Let:**

**Landlord(s)**

**Address**

**Tel. No.**

**Email:**

**Tenant(s)**

**MISS V. ATKINS**

**Tel. No.**

**Email:**

*victoria.atkins.mp@parliament.uk*

**AGENT:**

**DEPOSIT: £800**

Deductions may be made from the deposit according to clauses 5 – 5xii of the Tenancy Agreement attached.

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

**Initials:**

**Date:**

**2015.**

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January 1999

AN AGREEMENT made the  day of  2015

BETWEEN

OF

(hereinafter "the Landlord" which expression shall where the context allows include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the tenancy hereby created) of the one part

AND MISS VICTORIA ATKINS

OF

(hereinafter "the Tenant s)" which expression shall where the context allows include his or their successors in title) of the other part

WHEREBY it is agreed as follows:-

1. THE Landlord lets and the Tenant (s) takes ALL THAT [house and garden with outbuildings (if any) ~~or flat~~] situated at and known as

(hereinafter "the premises")

Together with [the use of the outer door entrance hall lift (if any) staircase and passages of the building containing the premises in common with the other occupiers of the building and] the Fixtures now in or on the premises (hereinafter "the Fixtures) [and the Furniture and Effects now in or on the premises (if any)] [as more particularly described in the Inventory provided by the Landlord]

TO HOLD the same unto the Tenant(s) for the fixed term of TWELVE MONTHS commencing on the  day of  2015 and terminating on the  day of  2016

[thence continuing until terminated by either party giving to the other notice to quit in writing expiring on a periodic day of the Agreement the notice to be at least two months in the case of the Landlord and one month in the case of the Tenant (s)]

AT the rent of £800.00 for every calendar month of the tenancy to be paid in advance on the  day of each calendar month during the tenancy the first such payment to be made on or by the  day of  2015 next and each subsequent instalment to be paid

By Standing Order direct into the Landlord's bank account as follows:

SUBJECT TO any increase in the rent to which the Landlord may hereafter be entitled pursuant to Section 6 and/or Section 13 of the Housing Act 1988.

2. THE TENANCY GRANTED UNDER THIS AGREEMENT IS AN ASSURED SHORTHOLD TENANCY under Section 19A of the Housing Act 1988 as amended.

3. THE Tenant(s) hereby agrees with the Landlord as follows:-

- (i) To pay the said rent on the days and in the manner aforesaid; which (to the extent that the following provision is enforceable) shall be without any deduction or set-off whatsoever either at common law or in equity.
- ~~(ii) To pay all council tax water rates and any other rates taxes assessments service charges and other out-goings in respect of the premises. SEE CLAUSES 25 & 26~~
- (iia) Where applicable, the tenant will be responsible for paying his/her present or future liabilities for Stamp Duty Land Tax to the Inland Revenue.
- ~~(iii) To pay all charges for services to the premises during the tenancy and to notify the relevant authorities for final accounts at the end of the tenancy. SEE CLAUSES 25 & 26~~
- (iia) If the property has an oil tank/LPG tank the Tenant(s) agree to return the oil level/LPG to that which it was at the beginning of the tenancy.
- (iv) If the premises are connected to the telephone service, to maintain connection to the telephone service, and not to remove the telephone instrument from the premises or to procure transfer of the telephone number to another address, and to pay all charges (including rental and call charges and any deposit or connection charge and VAT) in respect of the use of the telephone during the tenancy.
- (v) If a television set is used on the premises to obtain and maintain a licence for the same.
- (vi) To keep the interior of the premises and the Fixtures (including, without limitation of the foregoing, paint wallpaper and decorations, fireplaces, window fittings and glass, and door furniture; but, in this Clause 3(vi) only, excluding the structure of the premises, basins, sinks, baths, sanitary conveniences, and installations for space heating and heating water) and the Furniture and Effects (if any) in good and tenantable repair and condition during the tenancy, excepting damage by accidental fire or storm or other inevitable accident.
- (vii) To use the premises and the Fixtures and the Furniture and Effects (if any) in a good and tenant-like manner, and to keep them clean and tidy, and not to cause any damage to them or to any building containing the premises.
- (viii) To replace immediately any broken glass, and to make good repair and restore or (at the Landlord's option) pay the cost of replacement of any part or item of the premises and the Fixtures and the Furniture and Effects (if any) which may be broken lost damaged or destroyed by the Tenant(s) or his family employees guests or other invitees, during the tenancy.
- (ix) To permit the Landlord or his Agents or contractors upon giving reasonable notice to enter upon the premises at all reasonable times for the purposes of repairing and painting the outside or of carrying out and completing any structural or other necessary or proper repairs or of examining the state and condition of the premises and the Fixtures and the Furniture and Effects (if any).
- (x) Upon the Landlord or his Agents giving to the Tenant(s) notice in writing of any failure to comply with Clause 3(vi) (vii) or (viii) above, to repair, restore, paint, clean and make good the interior of the premises and the Fixtures and the Furniture and Effects (if any) as required in the notice within one month after service of the notice and, if the Tenant fails to execute the work within that period, to permit the Landlord or his Agents or contractors to enter upon the premises and execute the work at the expense of the Tenant(s) and to pay to the Landlord on demand the cost of the work.
- (xi) Not to make any alteration or addition to the premises, without the landlord's consent which cannot unreasonably be withheld.

- (xii) Not to remove from the premises the Furniture and Effects (if any) or any of them or any items added to or substituted for them without the previous consent in writing of the Landlord and to leave them at the end of the tenancy in the respective rooms and places [as found at the commencement of the tenancy] [ as described in the Inventory provided by the Landlord].
- (xiii) To use the premises only as a private residence of the Tenant (s)[and his immediate family] and not to carry on or permit to be carried on from the premises or any part of them any profession trade or business whatsoever nor to let apartments in nor to receive lodgers or paying guests on the premises nor to place or exhibit any notice board or notice whatsoever on any part of the premises.
- (xiv) Not to do or permit to be done in or on the premises or any part of them any act or thing which may be or become a nuisance or cause damage inconvenience or annoyance to the Landlord or the tenant(s) or occupiers of any adjoining premises ~~or the tenants or occupiers of the remainder of the building~~ or which may render void or voidable any policy of insurance on the premises or on the Fixtures and the Furniture and Effects (if any) or which may cause the premium of any such policy to be increased.
- (xv) Not to use the premises or permit them to be used for any illegal or immoral purpose or in contravention of any statute regulation or bye-law.
- (xvi) Not to assign charge underlet or part with the possession of all or any part or item of the premises or the Fixtures or the Furniture and Effects (if any).
- (xvii) Not to keep any animals birds or other pets on the premises or any part of them, without the landlord's permission which cannot unreasonably be withheld.
- (xviii) To keep chimneys swept and gutters, down-pipes and drains clear and free from obstruction.
- (xix) Throughout the whole of the Tenancy to cultivate the garden in a reasonable manner according to the season of the year and to keep grass cut and hedges trimmed, and not to lop top cut down remove or otherwise injure any trees shrubs or plants growing upon the premises or to alter the general character of the garden.
- (xx) To wash and clean all carpets and curtains (where applicable) at the end of the tenancy.
- (xxi) Within 7 days after receipt of any notice given or order made by any competent authority in respect of the premises to give full particulars of it to the Landlord and to take all reasonable steps to comply with it and to join with the Landlord in taking such other reasonable action in relation to it as the Landlord may decide.
- (xxii) During the last 2 months of the tenancy to permit the Landlord or his Agents to erect signboards on the premises and to allow prospective tenants or purchasers authorised by the Landlord or his Agents to view the premises.
- (xxiii) At the end of the tenancy to deliver up to the Landlord the premises and the Fixtures and the Furniture and Effects (if any) and any items added to or substituted for them in good and tenantable repair and condition and clean and tidy (to the extent provided for under Clauses 3 (vi) – (viii) and (xviii) – (xx) above).

**4. PROVIDED ALWAYS THAT:**

- (i) If the said rent or any instalment or part of it shall be unpaid for 7 days after it shall have become due (whether formally demanded or not) or if the Tenant shall commit any other breach of any of the terms of this Agreement or if any of Grounds 8, 10-14, 15, & 17 in Parts I and II of Schedule 2 to the Housing Act 1988 as amended shall apply or

- (ii) If the Tenant(s) shall make or offer to make a voluntary arrangement or deed of arrangement for the benefit of creditors or assign his estate or if an application for an interim order under the Insolvency Act 1986 or an interim order is made in respect of him or if a petition for a bankruptcy order is presented or a bankruptcy order is made against him or if the premises shall be left vacant or unoccupied Ground 2 in Part I of Schedule 2 to the Housing Act 1988 shall apply; then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon and take possession of the premises and the Furniture and Effects (if any) and immediately thereupon the tenancy shall be determined but without prejudice to any right of action which the Landlord may have to recover all such unpaid rent and damages in respect of any breach of this Agreement.
5. (i) THE Tenant(s) shall pay to the Landlord's Agent on the signing of this Agreement a deposit of £800 which the Agent shall hold as stakeholder and the Tenant(s) charges as security for the due performance by the Tenant(s) of his obligations under this Agreement.
- (ii) The Landlord's Agent shall be entitled to any interest earned upon the deposit. The landlord's Agent is a member of the Tenants' Deposit Scheme. The Agent held deposits will be lodged with  and may be held in a term deposit account.
- (iii) In the event of any arrears of rent or other breach of this Agreement by the Tenant(s), the Landlord shall be entitled (without prejudice to any other remedies) to deduct from the deposit the sum of the arrears and the costs or damages resulting from the breach, and the Tenant(s) shall pay to the Landlord the sum deducted so as to restore the amount of the deposit.
- (iv) The Landlord shall be entitled to recover items in excess of the amount of the deposit from the Tenant(s).
- (v) The Landlord's Agent shall repay the deposit subject to any such deduction within 10 days after the end of the tenancy and delivery up of the premises.
- (vi) The Agent is a member of The Tenancy Deposit Scheme and the deposit is safeguarded by the TDS, which is administered by:
- The Dispute Service Ltd  
PO Box 541  
Amersham Bucks  
HP6 6ZR  
Phone 0845 226 7837  
E mail [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Fax 01494 431 123
- (vii) 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.
- (viii) 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.
- (ix) The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 10 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner (ICE) may regard failure to comply with the time limit as a breach of the rules of the TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in this matter.

- (x) If after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the deposit the dispute will (subject to 5xi below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
  - (xi) When the amount in dispute is over £5,000 the Landlord and Tenant will agree by signing the Tenancy Agreement to submit to the dispute to formal arbitration through the engagement of an arbitrator appointed by ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator
  - (xii) The statutory rights of either you or the Tenant(s) to take legal action against the other party remain unaffected.
6. THE Landlord hereby agrees with the Tenant(s) as follows:-
- (i) To pay and reimburse the Tenant(s) against all water rates taxes assessments service charges and other outgoings in respect of the premises except council tax and charges for the supply of gas, electricity [water] and the use of the telephone (if any) which shall be paid by the Tenant(s) as hereinbefore provided.]
  - (ii) That the Tenant(s) paying the rent as aforesaid and performing and observing all his obligations under this Agreement shall quietly possess and enjoy the premises during the tenancy without any interruption from the Landlord (here meaning only the party hereto personally and not any other reversioner) or any person claiming under or in trust for him.
7. ~~The Landlord (or in the case of joint Landlords, at least one of them) has occupied the premises as his only or principal home and/or may require the premises as his or his spouse's only or principal home. The Landlord hereby gives notice to the Tenant(s) that possession of the premises may be recovered on Ground 1 in Part 1 of Schedule 2 to the Housing Act 1988 after the end of the fixed term.]~~
8. The premises are subject to a mortgage granted before the beginning of the tenancy and the mortgagee is or may be entitled to exercise a power of sale and may require possession for the purposes of disposing of the premises in the exercise of that power. The Landlord hereby gives notice to the Tenant(s) that possession of the premises may be recovered on Ground 2 Part 1 of Schedule 2 to the Housing Act 1988 after the end of the fixed term.]
9. The Landlord may serve on the Tenant(s) notices in connection with this Agreement or tenancy granted under it by leaving any such notice at the premises.
10. The Landlord hereby gives notice to the Tenant(s) that notices (including notices in proceedings) may be served on the Landlord by the Tenant(s) at the offices of   
 The Landlord gives the notice required by Section 48 of the Landlord & Tenancy Act 1987 that any notice to be given in connection with the tenancy shall be deemed to be properly served if posted by 1<sup>ST</sup> class mail or hand delivered to the property.
11. The Tenant(s) agrees to pay a share of the Landlord's costs in drawing up this Agreement in the sum of £100 including VAT.
12. The Tenant(s) agrees not to carry out any interior decorations without the prior written consent of the Landlord or his Agent, which cannot unreasonably be withheld.
13. The Tenant(s) agree not to alter the utility providers to the premises unless they have the written permission of the Landlord, which cannot unreasonably be withheld.



14. Smoke alarms and carbon monoxide detectors if present in the premises are to be maintained by the Tenant(s).
15. The Tenant(s) agree to provide appropriate insurance to protect against accidental damage caused by the Tenant(s) to the furniture, fixtures and fittings at the property for the period of their tenancy.
16. The Tenant(s) agree that the Landlord(s) or their Agents may give details of his/her forwarding address to the local authority and to the utility companies at the end of the tenancy.
17. The Tenant(s) agree there will be no smoking within the property.
18. If there is a septic tank/bio tec tank at the property the Tenant(s) agree to organise and pay for it to be emptied as required throughout the duration of the tenancy and also upon its expiry.
19. Where the property has open fireplaces, the Tenant(s) agree to organise and pay for the sweeping of the chimneys as required throughout the duration of the tenancy and also upon its expiry. The chimney(s) must be swept by an HETAS accredited chimney sweep.
20. The Tenant(s) agree that all wheelie bins will be emptied and cleaned out at the end of the tenancy.
21. If the Landlord(s) has granted permission for the Tenant(s) to keep a pet at the property any request to keep further pets must be agreed in writing beforehand. The Tenant(s) agree to have all carpets professionally cleaned and treated for infestation at the end of the tenancy.
22. The Tenant(s) agree to pay the Council Tax in full throughout the tenancy up to the given notice date.
23. The Tenant(s) agree that the Landlord(s) or Landlords' representative may remove and dispose of any goods or chattels left in the property by the Tenant(s) after ten days of the end date of the tenancy.
24. The Tenant(s) agree to pay the costs of any Court action taken for possession of the property or breach of tenancy, as provided for in the Court's judgment.
25. The Tenant(s) agrees to pay £150.00 per calendar month for gas, electricity and water. This figure to be reviewed periodically in line with utility price changes.
26. The Tenant(s) is to pay the Council Tax.

**SIGNED** by the \_\_\_\_\_  
Landlord(s)

**SIGNED**  
Tenant(s)

in the presence of

in the presence of

**PRINCIPAL FIXTURES AND FITTINGS LET WITH THE PREMISES:**

## **Section A: Prescribed Information for Assured Shorthold Tenancies**

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

**The Dispute Service Limited**  
PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN

Phone 0845 226 7837  
Email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Fax 01442 253193  
Web [www.tds.gb.com](http://www.tds.gb.com)

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tds.gb.com](http://www.tds.gb.com).

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tds.gb.com](http://www.tds.gb.com).

### **THE DEPOSIT**

The amount of the deposit paid is £800

Eight Hundred Pounds

**A1 Address of the property to which the tenancy relates**

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**NAME OF THE LETTING AGENT**

A2

**DETAILS OF THE LANDLORD(S)**

A3 Name(s)

A4 Address

A5 E mail address

A6 Telephone number  
Fax number

**DETAILS OF THE TENANT(S)**

A8 Name

Miss V. Atkins

A9 Address

A10 E mail address

Office

victoria.atkins.mp@parliament.uk.

A11 Mobile number

A12 Fax number

—

**Contact details for the tenant(s) to be used at the end of the tenancy**

A13 Name

Victoria Atkins MP

A14 Address

House of Commons, London, SW1A 0AA.

A15 E mail address

Office

victoria.atkins.mp@parliament.uk

A16 Mobile number

A17 Fax number

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