## PRESCRIBED INFORMATION

## Housing Act 2004

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
Fax 01442 253193
Web <u>www.tds.gb.com</u>
(b) A leaflet entitled What is the Tenancy Deposit Scheme?, which explains the operation of the provision contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this documer 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 Depos 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 <i>What is the Tenancy Deposit Scheme?</i> More detailed information is available on: <a href="https://www.tds.gb.com">www.tds.gb.com</a> .
(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: <a href="https://www.tds.gb.com">www.tds.gb.com</a> .
THE DEPOSIT
The amount of the deposit paid is £4,050.00
A1 Address of the property to which the tenancy relates  SE1
Initials: (Landlord) (Tenant)

NAME C	F THE LETTING AGENT			
A2 [				
DETAILS OF THE LANDLORD(S)				
A.3	Name(s)			
A.4	Address			
A.5	E mail address	N/A		
A.6 A.7	Mobile phone number Fax number	N/A N/A		
DETAIL	S OF THE TENANT(S)			
A.8	Name(s)	Mr Ian Paisley		
A.9	Address(es)			
A.10	E mail address			
A.11	Mobile phone number			
A.12	Fax number			
	details for the tenant(s) to be us	sed at the end of the tenancy		
A.13	Name(s)	Mr Ian Paisley		
A.14	Address(es)			
A.15	E mail address			
A.16	Mobile phone number			
A.17	Fax number			
Initials:	(Landlord)	(Tenant)		

Please provide the details requested in A8–A17 for <u>each</u> 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 Schedule 4 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:

Signed by or on behalf of

- 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.

the landlord				
The tenant confirms that:				
I/we have been given the opportunity to read the inf	ormation provided and			
<ul> <li>I/we sign this document to confirm that the informa and belief.</li> </ul>	tion is accurate to the best of my/our knowledge			
Signed by the tenant(s)				
Responsibility for serving complete and correct Prescribed is the responsibility of the member and the landlord. The liability for a member's or landlord's failure to comply wi (Tenancy Deposits) (Prescribed Information) Order 2007.	e Dispute Service Limited does not accept any			
Initials: (Landlord)	(Tenant)			

SE1

Produced by PainSmith Solicitors



AGREEMENT
FOR AN
ASSURED
SHORTHOLD TENANCY
WITH TDS
("the Agreement")

# **Important Notice**

This document contains the terms of the Tenancy of [

It sets out the promises made by the Landlord and the Tenant to each other.				
Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms with which either party does not agree or that it does contain everything both parties want to form part of the Agreement.				
Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If either party is in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.				
Initials: (Landlord) (Tenant)				

# THIS AGREEMENT IS MADE on the 7th Day of Seotember 2015

# The Particulars THIS AGREEMENT IS MADE BETWEEN

111107	NOTICE HEADE BETWEEN		
A.			
Of			
	("the Landlord")		
AND			
B.	Mr Ian Paisley		
Of			
	("the Tenant")		
AND IS	MADE IN RELATION TO PROPERTY AT:		
	SE1		
	("the Property")		
The Ma	ain Terms of the Tenancy		
7	rm of Tenancy. The Landlord lets to the Tenant the Property for a period of 3 years. The Tenancy shall start on and include the 07th September 2015 and shall end on and include the 6th September 2018.		
r -	The Rent. The Tenant shall pay to the Agent £2,925.00 per month, ("the Rent") payable in advance. The first payment shall be made on the 7th September 2015. Thereafter, payments shall be made on the 7th of each month.		
s A	The Deposit.  The Tenant shall pay to the Agent, on the signing of this Agreement, £4,050.00 as a Deposit which shall be held by the Agent as Stakeholder. The Agent is a Member of the Tenancy Deposit Scheme. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.		
4. Fixtures and Fittings     The Tenancy shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition.			
Initials	:(Landlord)(Tenant)		

### 5. Type of Tenancy.

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

#### Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

- 6.1. "Landlord" means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.
- 6.2. "Tenant" means anyone entitled to possession of the Property under this Agreement.
- 6.3. "Joint and several" means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.
- 6.4. "Agent" means or anyone who subsequently takes over the rights and obligations of the Agent.
- 6.5. "Property" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.
- 6.6. "Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings.
- 6.7. "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
- 6.8. "Term" or "Tenancy" means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 6.9. "Deposit" means the money held by the Agent in a Stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
- 6.10. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- 6.11. "Notice Period" means the amount of notice that the Landlord and Tenant must give to each other.
- 6.12. "Stamp Duty Land Tax" means the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on www.hmrc.gov.uk/so.
- 6.13. "Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.
- 6.14. "Superior Landlord" means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
- 6.15. "Head Lease" or "Superior Lease" means the document which sets out the promises the Landlord has made to the Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
- 6.16. "TDS" means The Dispute Service Limited whose details are shown in the Tenancy Agreement.
- 6.17. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
- 6.18. "Deposit Holder" in the Prescribed Pages means the person, firm or company who holds the Deposit under this Agreement and is a Member of the TDS.
- 6.19. "Relevant Person " in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- 6.20. "Member" means the Agent who is a member of the TDS
- 6.21. "working day" means any day excluding a Saturday, Sunday or a Bank Holiday.
- 6.22. References to the singular include the plural and references to the masculine include the feminine.
- 6.23. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

Initials:	(Landlord)	(Tenant)
ais	(Landiord)	(Tenant)

- 6.24. The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.
- 6.25. The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

# **Mandatory Grounds**

**Ground 2:** at the start of the Tenancy the Tenant was advised that the Landlord owns the Property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

**Ground 8**: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarter's Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

# **Discretionary Grounds**

**Ground 10:** both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the Tenant is in breach of one or more of the obligations under the Tenancy Agreement;

**Ground 13:** the condition of the Property or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Property;

**Ground 14:** the Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

**Ground 15:** the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Property;

**Ground 17:** the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

- 7. The Landlord and the Tenant agree to the rental of the Property for the Term and at the Rent payable as set out above and upon the following terms:
- A. The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement.
- B. The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement.
- C. The Landlord and the Tenant agree and confirm the declarations, provisions and notices as set out in Schedule 3 to this Agreement.
- D. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement.
- E. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 5 to this Agreement.

Initials:	(Landlord)	(Tenant)
	(==================================	()