

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

Definitions

- "Agent" - The Agent is Accent Property Management Ltd 2 Hills Road Cambridge CB2 1JP. Telephone: +44 1223 500387 Fax: +44 1223 500389
- "Member" - Member is the status of Accent Property Management Ltd in connection to the Tenancy Deposit Scheme which is administered by The Dispute Service Ltd.
- "Stakeholder" - Stakeholder is how Accent Property Management Ltd hold the tenants Deposit, No deductions can be made from the deposit without the consent preferably in writing from both parties, the consent of the court or an adjudication decision from TDS.
- "ICE" - Independent Case Examiner of The Dispute Service Ltd

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered, recorded delivery, 1st class post or by hand (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.

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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 and shall be an assured shorthold tenancy within the meaning of the Housing Acts

This Agreement Dated: _____

Landlord(s): **Mr & Mrs Landlord**

Landlord's Address: **c/o Accent Property Management Ltd**

2 Hills Road

Cambridge

CB2 1JP

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s): **1st Applicant, 2nd Applicant, 3rd Applicant & 4th Applicant**

Property: **The dwelling known as:**

Apartment 1 The Apartment Building Cambridge Street Cambridge Cambs CB1 1CB

Contents: **The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory**

Term: **For the term of twelve months**

commencing on **01 September 2009**

Start / end

dates of Tenancy From and including **01 September 2009** until and including **31 August 2010**

Rent: **£ 1000.00 Monthly**

Payment: **in advance by equal payments Monthly on the 1st of each month**

Deposit **A deposit of £1500.00 is payable on signing this Agreement and is paid by the Tenant to the Landlord/Agent. The deposit is protected by the Tenancy Deposit Scheme of which the Agent is a member.**

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The deposit has been taken and it is agreed that this sum shall not be transferable by the Tenant in any way or at any time against payment of the Rent and that no interest shall be payable on this Deposit. Any interest accrued on the deposit will be retained by the Agent. The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise the "Tenant". The deposit has been taken for the following purposes:
 - (2.1) 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.
 - (2.2) 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 Property, its fixtures and fittings
 - (2.3) 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
 - (2.4) 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
 - (2.5) The deposit is safeguarded by the Tenancy Deposit Scheme, administered by: The Dispute Service Ltd,

The Tenant agrees with the Landlord:

3. Rent & charges

- (3.1) To pay the said rent clear of all deductions at all times and in the manner specified whether formally demanded or not, as detailed in the Particulars. The total rent is to be paid via ONE transaction.
- (3.2) To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges, gas, electric, light and telephone (if any) relating to the Property), including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord's Agent prior to changing supplier for any of the utility services (i.e. gas, electricity, water etc.)
- (3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses
- (3.4) That an administration fee of £25 + VAT will be charged on the day your rent is 14 days late and every 7 days thereafter where any rent remains unpaid
- (3.5) That an administration fee of £25 + VAT will be charged per transaction for dishonored cheques or standing order mandates drawn by the Tenant for all Rent and other payments due to the Landlord or Agent
- (3.6) To pay interest at the rate of 10% per annum on any rent arrears of more than fourteen days calculated from the rent due date until the date upon which it is actually paid in full
- (3.7) That an administration fee of £15 + VAT will be charged each time the rent is underpaid
- (3.8) That an administration fee of £15 + VAT will be charged each time the Agent receives monies sent by the Tenant in error
- (3.9) To pay an inventory checkout fee of £30 + VAT per unfurnished property and £45 + VAT per furnished property
- (3.10) To pay an inventory checkout fee of £45 + VAT per tenant when the accommodation is let as a student property
- (3.11) To pay an administration fee of £50 + VAT to amend the start date of this agreement once drawn up and issued to the Tenant
- (3.12) To pay a charge of £15 +VAT per hour at the end of the tenancy for time spent by the Inventory Clerk returning any items to their original location. A minimum charge of one hour will always apply
- (3.13) To pay a charge of £30 + VAT for each and every aborted or missed inspection or appointment or inventory check out appointment either during or at the end of your tenancy when prior 24 hours notice has not been received by the Agent

4. Use of the property

- (4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property
- (4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises or which may void any insurance of the Property or cause the premiums to increase
- (4.5) Not to keep any animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- (4.6) Not to use the Property for any illegal or immoral purposes

- (4.7) Not to permit or allow the commission upon the Property of any act which would lead to the prosecution of the Landlord nor to bring keep nor permit the keeping of any unlawful drugs or prohibited substances upon the property
- (4.8) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached
- (4.9) To approve the Inventory and advise the Landlord or Agent accordingly at the time of the move-in, or the Inventory is otherwise deemed to have been accepted as a true and accurate record of the condition of the Property and Contents
- (4.10) That where the Rent is accepted from a party other than the Tenant, it shall be deemed to be accepted for and on behalf of the Tenant
- (4.11) Not to do anything whereby the policy of insurance on the Premises or the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased. To repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in connection with any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises and those of any Occupier or other third party shall not be covered by any insurance policy maintained by the Landlord. To insure each individual Tenants own contents with a suitable insurance policy designed for rental properties and to have accidental cover for Landlords fixtures and fittings and provide a copy of the policy to the Agent before the commencement of the tenancy
- (4.12) Not to introduce any water-bed into the Property without the Landlord's prior written consent
- (4.13) To maintain and be responsible for the repair and maintenance of the television aerials, satellite dish and similar signal reception devices (if any) in the Property. The Landlord shall not accept any responsibility for unsatisfactory radio or television reception
- (4.14) Not to affix any satellite receivers television or radio aerials to the Property without the prior written consent of the Landlord and to pay an additional sum of £75.00 to be added to the Deposit if consent is granted
- (4.15) Without prejudice to the generality of the foregoing not to sing nor to use or play radios, CD players, record or cassette players or musical instruments so as to cause annoyance to nearby residents or occupiers or so as to be audible at all outside the property between the hours of 11.30pm and 9.00am the following morning
- (4.16) Not to deposit or allow to accumulate any rubbish in the Property or in the garden
- (4.17) To place all refuse in a proper receptacle and ensure that it is regularly collected by the local authority such receptacle to be kept only in a place on the Property approved by the Landlord
- (4.18) To fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate fire authority and all recommendations made by the insurers of the property
- (4.19) Not to obstruct the common passageways and staircases in the hallway of the Building (where applicable) nor to place nor keep anything therein without the prior consent of the Landlord

5. Repairs

- (5.1) Not to pull down alter add to or any way interfere with the construction decoration or layout of the Property or the fixtures or fittings of the Property or the Contents therein (if any) belonging to the Landlord for which the Landlord is responsible nor to deface the Property or permit or suffer it to be defaced internally or externally not to change the decoration of the interior of the Property without the prior written consent of the Landlord or his Agents or alter injure or affix anything to the walls or damage the floors ceilings wiring pipes or drains of the Property
- (5.2) To keep the interior of the Property and the Contents in good and clean condition and complete repair (reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy
- (5.3) To immediately pay the Landlord or his Agent the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property

- (5.4) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests
- (5.5) To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries neat tidy and properly tended at all times and not remove any trees or plants. If property is leasehold all communal garden areas are to be maintained by the Managing Agents
- (5.6) Not to lop, top, cut down, remove or otherwise injure any trees shrubs or plants growing upon the Property (with the exception of normal pruning) or to alter the general character of the garden during the tenancy
- (5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing up to five sets of keys for the Landlord or his agent to be met by the Tenant
- (5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property. Any disrepair, damage or defect worsened by the tenants failure to notify the Landlords Agent promptly may result in the tenant being charged
- (5.9) Not to glue stick or otherwise fix anything whatsoever including blue-tac to the exterior or interior of the Property without the Landlord's written consent
- (5.10) To take all reasonable precautions to prevent damage by frost
- (5.11) In order to comply with the Gas Safety Regulations, it is necessary:
 - a) that the ventilators provided for this purpose in the Property should not be blocked
 - b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent
- (5.12) Not to cause any blockage to the drains, pipes, sinks or baths and the chimneys swept as often as necessary. Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises. Any blockages removed and reported to be the direct result of tenant misuse will be charged to the tenant
- (5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary
- (5.15) To visually inspect all electrical appliances and contact the Landlord or Agent should any repair become necessary
- (5.16) To keep all electrical and other working appliances (except gas appliances) in good working order and at least up to the standard pertaining when the Tenant took possession
- (5.17) At all times (if the Property has oil-fired central heating) to keep the oil-tank replenished with the appropriate heating oil and prevent it from running out
- (5.18) To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes as and when necessary. Also any replaceable or disposable filters, vacuum bags etc. to be replaced, at the end of the tenancy
- (5.19) To clean all windows on a regular basis and at the expiration of the tenancy
- (5.20) That the Tenant will be liable for any reasonable charge or other cost incurred as a result of missed appointments where a prior arrangement has been made for tradesmen to visit, inspect or work at the Property

6. Other tenant responsibilities

- (6.1) In the event that the Tenant shall unlawfully repudiate or attempt to unilaterally terminate this Agreement prior to the expiry of the Term then without prejudice to all claims by the Landlord against the Tenant at common law or otherwise to pay to the Landlord the full cost of re-letting the Property including advertising costs Agent fees disbursement and VAT and all loss of rent or other monies incurred by the Landlord as a result of same
- (6.2) Within seven days of receipt thereof to send to the Landlord all correspondence addressed to the

Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

- (6.3) To pay and compensate the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (6.4) Not to deposit any store of coal in any part of the Property other than the receptacle provided for the purpose, nor to keep any combustible or offensive goods, provisions, or materials at the Property.
- (6.5) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' notice (unless in the case of an emergency) enter the Property for the purpose of viewing, inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy
- (6.6) Not to leave the Property vacant for more than 28 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended
- (6.7) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it
- (6.8) To pay the cost of maintaining a valid television licence at the Property throughout the tenancy where there is a television set in the Property
- (6.9) In the event of any infectious or contagious disease happening during the tenancy, to carry out at his own expense any requirements for disinfecting the rooms which may be directed by the Medical Officer of Health or such other competent officer and to pay for any necessary decoration and to replace any articles which may be necessary in consequence of such disinfecting
- (6.10) Not to smoke or permit any smoking at the Property whatsoever including all balconies, terraces, gardens, patios and communal areas

7. End of tenancy

- (7.1) To return the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of the tenancy
- (7.2) To pay for any Professional cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing or dry-cleaning of all curtains and blinds and the professional steam cleaning of all carpets. Where excessive soiling is not noted on tenancies of 12 months or less, an apportioned charge will be deducted from the deposit to cover future cleaning of all curtains & blinds
- (7.3) To leave the Contents at the end of the tenancy in the same rooms and locations in which they were positioned at the commencement of the tenancy see clause 3.
- (7.4) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned
- (7.5) At the end of the tenancy, should there be any work required at the property to restore it to the same condition as detailed in the original Schedule of Condition, tenants will be charged an hourly rate for the property manager's time. This rate will be charged at £25.00 + VAT per hour in addition to the cost of any items needed in order to complete the work (which will include any third party labour and installation costs). For example: to replace a light bulb the tenant would be charged for the cost of the light bulb and then £25.00 + VAT per hour for the time taken to organise the purchase and fitting of the bulb. If charged a minimum of one hour will always be applicable
- (7.6) The deposit will be refunded to the Tenant subject to the following having been completed
 - (7.6.1) the property has been handed back to the Agent and all issued keys have been returned to the Agent no later than the expiration of the tenancy
 - (7.6.2) copies of recent utility bills provided to the Agent
 - (7.6.3) copy of Moving Out checklist provided to the Agent
- (7.7) The Agent/Member must tell the tenant within 15 working days of the end of the tenancy if they

propose to make any deductions from the deposit

- (7.8) If there is no dispute the Agent/Member 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. In this case the total payment will be paid to one designated account by way of cheque or bank transfer
- (7.9) The Tenant should try to inform the Agent/Member 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 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
- (7.10) 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 7.11 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication. In this case, any final deposit monies owed back to the tenant(s) will be equally split between the named tenants and paid by The Dispute Service direct
- (7.11) If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement 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
- (7.12) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (7.7 to 7.11) above
- (7.13) The tenants must replace all lightbulbs throughout the property including those located in the cooker extractor hood
- (7.14) If the tenant intends to vacate the property at the end of the tenancy he must give at least 5 weeks notice to the landlord in writing to expire the day before the rent due date

8. The Landlord agrees with the Tenant:

- (8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement
 - (8.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors
- 9.** By obtaining a court order, 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 obligation in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not
- 10.** The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)
- 11.** In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:
- "The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property
 - "The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

12. The parties agree:

- (12.1) 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.

- (12.2) 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
- (12.3) Notice is hereby given that possession might be recovered under grounds 8, 10 or 11 of the Housing Act 1988 as amended in 1996 if applicable. That is to say if the tenant falls 8 weeks / 2 months in arrears of rent, any amount is outstanding, or they are persistently late possession may be sort
- (12.4) It is acknowledged by the Landlord that in accordance with the Housing Act 1988 (as amended in 1996) Section 21b, the Landlord or his Agents are required to give the Tenant not less than two months written notice if the Landlord requires possession of the Property on the expiry date of this fixed term Agreement and FURTHER that unless otherwise specified herein the tenancy shall not be determined by the Landlord or his Agents any earlier than the expiry date of this fixed term Agreement. Such notice(s) shall be sufficiently served if served in accordance with section 196 of the Law of Property Act 1925 (see note 5)
- (12.5) It is acknowledged by the tenant (s) that in accordance with the Housing Act 1988 (as amended in 1996) Section 21b the tenant (s) is required to give the landlord not less than one months written notice. Should he wish to vacate the Property on the expiry date of this fixed term Agreement and FURTHER that unless otherwise specified herein the tenancy shall not be determined by the Landlord, Agents or tenant any earlier than the expiry date of this fixed term
- 13.** The Tenant irrevocably authorises the Local Authority, Benefit Office, Post Office and the relevant utility companies (including electricity, gas, water, and telephone) to discuss and disclose to the Landlord or Agent all financial and other information relating to the Property or any housing benefit claim. This authority shall extend to disclosure of the Tenant's whereabouts if the Tenant has left the Property with rent or other monies owing
- 14.** The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE

Special condition 1 - Under the TDS Deposit Protection Scheme:

The Deposit of £1500.00 is paid by the Tenant to the Landlord/Agent

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 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 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

The deposit will be released following the procedures set out in clauses 7.1 to 7.14 of the Tenancy Agreement attached.

Deductions may be made from the Deposit according to the clauses in sections 3 and 7 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

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?. More detailed information is available on: www.thedisputeservice.co.uk

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".

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

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.

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.

Special condition 2

MILITARY

1. Notwithstanding the express terms contained herein this tenancy may be terminated earlier by the Tenant for reasons of military necessity as defined in paragraph 2 subject to the Tenant giving the Landlord not less than thirty (30) days notice in writing, such written notice to be served personally or by Receipted Post by the Tenant upon the Landlord. Additionally, Tenant may terminate this tenancy early if after the first six months of this tenancy, Tenant voluntarily accepts an offer of accommodation provided by the United States Air Force or its agents, subject to the Tenant giving the Landlord not less than thirty (30) days notice in writing, such written notice to be served personally or by Receipted Post by the Tenant upon the Landlord. If Tenant properly effects an early termination under this clause, Landlord shall not require from Tenant any charge, levy, penalty, or other payment whatsoever by reason of such early termination.
2. Military necessity generally includes but is not limited to the following circumstances:
 1. Tenant is officially directed by the United States Air Force to a permanent duty location that is at least ten (10) miles greater in distance from the leased premise than the Tenant's duty location when the tenancy was entered into, this includes Permanent Change of Station (PCS) and Permanent Change of Assignment (PCA);
 2. Tenant is directed by the United States Air Force to occupy quarters or accommodations provided by the United States Air Force or its agents; or
 3. Tenant is directed to deploy to a temporary duty location for a period in excess of 90 days.

STUDENT

1. For the clarification of Council Tax Revenue it is the responsibility of each individual Tenant to pay any demands applicable for the duration of the tenancy term including any extended period of stay beyond the end of the fixed term. Where the Tenant(s) are students the onus is on them to provide the Agent with relevant exemption forms obtained from the appropriate college or university. For any period that is not covered by the exemption council tax will be payable by the Tenant(s). Where no exemption forms have been provided the council tax will also be payable by the tenant(s) direct to the relevant Authority. Any outstanding council tax payments can be deducted from the deposit at the end of the tenancy
2. In the case where Tenant(s) fail to submit their exemption forms to the Agent the Tenant(s) will pay the Agent in cleared funds within 5 working days of written notice any sum demanded by the local authority for any period in which council tax is due. Any costs incurred by the Landlord for non payment of council tax will be passed to the Tenant(s) to settle together with an administration charge from the Agent of £25 + VAT. When charged a minimum of one hour will always be applied
3. Clause 3.9 is not applicable
4. Clause 5.5 is not applicable. Tenant to allow access to a garden contractor appointed by the Landlord monthly or as arranged for the maintenance of gardens borders and hedges

LANDLORD(s): _____

(or the Landlord's Agent)

Witnessed by: _____

Name: _____

TENANT(s): _____ **Name:** _____

Witnessed by: _____

Name: _____

TENANT(s): _____ **Name:** _____

Witnessed by: _____

Name: _____

TENANT(s): _____ **Name:** _____

Witnessed by: _____

Name: _____

TENANT(s): _____ **Name:** _____

Witnessed by: _____

Name: _____

TENANT(s): _____ **Name:** _____

Witnessed by: _____

Name: _____

Prescribed Information

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.

Address of the property to which the tenancy relates

Apartment 1
The Apartment Building
Cambridge Street
Cambridge
Cams
CB1 1CB

Details of the deposit holder

Name: Accent Property Management Ltd
Actual address : 2 Hills Road Cambridge CB2 1JP
Telephone: 01223 500387
Fax: 01223 500389

Details of tenant(s)

Name(s): 1st Applicant, 2nd Applicant, 3rd Applicant & 4th Applicant
E mail address(es): debby@accentproperty.com
Mobile number(s): 00000 00000, 00000 00000, 00000 000000

Address(es) for contact after the tenancy ends if known (if unknown state Unknown):

Name.....Address.....
Name.....Address.....
Name.....Address.....
Name.....Address.....
Name.....Address.....