



This Agreement contains the terms and obligations of the tenancy. It sets out the promises made by the Landlord to the Tenant and by the Tenant to the Landlord. These promises will be legally binding once the Tenancy Agreement has been signed by both parties and dated.

You should read it carefully to ensure there is nothing in the document that you are not prepared to agree to and it contains everything you require, whilst every attempt has been made to compose this agreement using straightforward language, it is inevitable that it contains some legal terms and references.

If either party does not understand this Agreement, or anything in it, it is strongly recommended you ask for an explanation before signing it.

You may wish to consult a Solicitor, Citizens Advice Bureau or Housing Advice Centre.



ASSURED SHORTHOLD TENANCY AGREEMENT

www.rentukproperty.com

01282882699





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Assured Shorthold Tenancy Agreement

This agreement is made on the date specified as ('the commencement date') as stated in the schedule of particulars and is between the Landlord and the Tenant.

1 Schedule of Particulars

Landlord	International Property Specialists Limited T/A Find UK Property
Landlords Agent Address	Rent UK Property Time Technology Park, Blackburn Road, Burnley, BB12 7TY
Email	lettings@rentukproperty.com
Tel	01282 882 699
Premises	The dwelling known as: 16 Keir Hardie Terrace Shotton Colliery DH6 2PS
	Unfurnished
Tenant(s)	Claire Valentine
Tenants Email	clairevalentine1983@gmail.com
Telephone Number	07782179072
Term	12 Months
Rent	£ 550.00
Rent Due Date	23rd of each month
Deposit	£ 550.00
Commencement Date	23/05/2024
Expiry Date	22/05/2025 and thereafter from month-to month

Guarantor Information	
Guarantors Name	Janice Webb
Guarantors Address	janicewebb1966@icloud.com

2 Overview

2.1 It Is Agreed As Follows:

- 2.1.1 The Landlord Lets to the Tenant, the residential premises as stated in the Schedule of Particulars and known as the 'Premises'.
- 2.1.2 The Tenancy shall be from the 'Commencement Date' as stated in the Schedule of Particulars for a fixed period of 12 months 'subject to special tenancy conditions' and thereafter from month-to-month and until terminated by either party serving a notice on the other in accordance with this Agreement.
- 2.1.3 The Tenant shall pay to the 'Landlords Agent' by way of 'Rent' per calendar month as stipulated in the schedule of particulars. The first months rent to be paid by cleared funds **prior to** signing this agreement and thereafter all 'Rent' to be paid monthly by Bank Standing Order on or by the 'Rent Due Date'.
- 2.1.4 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 recovery of possession provided by virtue of Section 21 of that Act.
- 2.1.5 Where the Tenancy shall include the Landlord's Fixtures and Fittings in the 'Premises' this includes, amongst other things, all matters specified in the Inventory and Schedule of Conditions.
- 2.1.6 If the Inventory has not been prepared and signed on behalf of the parties hereto prior to the date hereof the Landlord will provide an Inventory to the Tenant as soon as possible after the date hereof. The Tenant shall sign and return a copy Inventory to the Landlord or the Landlord's Agent within seven working days of receipt of the same. If the Tenant shall not return such a signed copy within such period (of which time shall be of the essence) the Tenant shall be deemed to have accepted the Inventory as prepared.
- 2.1.7 In the event of a default by the Tenant of any of their obligations or responsibilities under the Agreement, the Guarantor(s) (if any) shall become immediately liable to remedy said default. In the event of multiple Guarantors, each shall be Joint and Severally liable.

3 Definitions

3.1 Act of Parliament

Any reference to any 'Act of Parliament' includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.

3.2 The Agreement

References to 'Agreement' or 'the Agreement' are to this Tenancy Agreement.

3.3 Special Tenancy Conditions

3.4 'Special Tenancy Conditions' means anything the tenant and/or landlord have agreed as part of the tenancy.

3.5 The Check-In Inventory and Schedule of Condition

'The Check-In Inventory and Schedule of Condition' or 'Inventory' means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk.

3.6 Deposit

'The Deposit' means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant's obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.

3.7 Fixtures and Fittings

References to the 'Fixtures and Fittings' mean any of the Landlord's contents, including all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

3.8 Guarantor

Any person(s) who has agreed to meet all of the Tenant's responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement.

3.9 Insurable Risks

'Insurable Risks' means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.

3.10 Joint and Several

Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression 'Joint and Several' means that jointly the Tenants are equally responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement.

3.11 Landlord

The expression 'Landlord' shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy. Landlord includes the successors in title to the Landlord and anyone claiming through or under it

3.12 The Landlord's Agent/Agent

The company or person who has been instructed by the landlord to manage the Property on the landlords behalf, or anyone who subsequently takes over the rights and obligations of the Agent. 'The Landlord's Agent' or 'Agent' are Rent UK Services Ltd trading as Rent UK Property at Time Technology Park, Blackburn Road, Simonstone, Burnley, Lancashire, BB12 7TY.

3.13 Permitted Occupier

'Permitted Occupier', if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.

3.14 The Premises

References to 'the Premises' include reference to any part or parts of the Premises and the curtilage of the same, together with the garden, garage and parking space (if applicable). Any reference made to the 'Property' is also included in this definition.

3.15 Relevant Persons

'Relevant Persons' mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant, e.g. a local authority, parent, or Guarantor. Relevant Persons will be given details of the scheme with which the Deposit will be registered.

3.16 TDS

'TDS' means the Tenancy Deposit Scheme operated by The Dispute Service Ltd as detailed in the Prescribed Information.

3.17 The Tenant

'The Tenant' or includes anyone to whom the Tenancy has been lawfully transferred. Any reference made to the singular applies to the plural. Where there is more than one Tenant the term Tenant in its singular form applies to all Tenants named in this agreement.

3.18 The Term/the Tenancy

References to 'the Term' or 'the Tenancy' include any extension or continuation of the Agreement or any periodic Tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.1.2.

3.19 Water Charges

References in this Agreement to 'Water Charges' include references to sewerage and environmental service charges.

3.20 Emergency

Where there is a risk to life or damage to the fabric of the Property or the Contents.

3.21 Rent Due Date

The 'Rent Due date' refers to the rent that is due per calendar month during the Term/the Tenancy. The rent is due on monthly instalments

4 Rent

- 4.1** The Tenant undertakes to pay the 'Rent' according to the terms of this Agreement whether formally demanded or not in accordance with clause 2.1.3.
- 4.2** The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for 14 days after the day on which it became due.
- 4.3** If anyone other the Tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on the Tenants behalf (as the Tenants agent or representative) and the Landlords Agent will be entitled to assume this without having to verify with the Tenant.
- 4.4** It is agreed that the rent as defined in this Agreement will be reviewed on the anniversary of this Tenancy and upon each subsequent anniversary in line with the change in the Retail Prices Index (RPI) for the previous 12 months and the rent varied accordingly either by way of an upward or downward adjustment. The rent cannot be increased within 12 months of the rent being increased.

5 Deposit

- 5.1** The sum of the 'Deposit' shall be paid to the 'Landlords Agent' upon signing of this agreement by way of a security deposit.
- 5.2** Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the person or persons outlined at clause 5.1 above.
- 5.3** The Deposit will be held by TDS. Any interest earned on the holding of the Deposit will belong to TDS.
- 5.4** The Landlord's Agent will protect the Deposit within 30 days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Deposit.
- 5.5 The Deposit has been taken for the following purposes:**
 - 5.5.1** Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.
 - 5.5.2** 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.

5.5.3 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 Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings, and contents.

5.5.4 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

Note: Adjudicators will consider claims against the Deposit in the order set out in the Tenancy Agreement.

5.6 Protection of the Deposit:

5.6.1 The ('Deposit') will be protected by the Tenancy Deposit Scheme (the TDS) in accordance with the terms and conditions of the TDS. The terms and conditions and ADR rules governing the protection of the ('Deposit') including the repayment process can be found at www.tenancydepositscheme.com

5.6.2 At the end of the Tenancy:

The Landlord/Landlords Agent must tell the Tenant within ten working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

5.6.3 If there is no dispute the Landlord/Landlords Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within ten working days of the Landlord/Landlords Agent and the Tenant agreeing the allocation of the Deposit.

5.7 In the event of multiple Tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through the TDS to deal with any dispute about the Deposit at the end of the Tenancy.

5.8 If, after ten working days following notification of a dispute to the Landlord/Landlords Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord/Landlords Agent and the Tenant over the allocation of the Deposit, the dispute will (subject to clause 5.9 below) be submitted to the TDS for adjudication. All parties agree to co-operate with the adjudication process.

5.10

5.9 The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 5.8 above.

5.11 If there is a change of landlord during the tenancy, the tenant shall consent to the Transfer of the amount of the deposit (or the balance of it) to the purchaser or transferee of the premises at which point the landlord shall be released from any further claim or liability in respect of the deposit or any part of it, recognising that the deposit is protected and will continue to be protected by the TDS.

5.12

The landlord/landlords agent 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'.

Where more than one person is comprised for the time being in the expression 'the

Tenant', the deposit may be repaid to any one tenant and this repayment shall discharge the landlord/landlords agent from any further liability in respect of the amount so repaid.

6 Tenant Obligations

The Tenant agrees with the Landlord as follows:

6.1 Conditions of Premises, repair and cleaning

6.1.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term.

6.1.2 To abide by the **Special Tenancy Conditions**

6.1.3 To use the Premises in a Tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord or the Landlord's Agent.

6.1.4 To make good or pay for any damages, breakages, and losses to the Premises and its Fixtures and Fittings and contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).

6.1.5 To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and fluorescent starter switches as and when necessary.

6.1.6 In the event of any broken glass in the Premises, it is the Tenants responsibility to replace with the same quality glass within 7 working days. The Tenant also needs to notify the Landlords Agent of any broken glass in the Premises with their plan to rectify the damage.

6.1.7 To notify the Landlords Agent promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.

6.1.8 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.

6.1.9 To keep the windows of the Premises clean.

6.1.10 To wash and clean all items that may have become soiled during the Term.

6.1.11 To take all appropriate precautions to ensure adequate ventilation to the Premises.

6.1.12 To clean and disinfect any and all showerheads in the Premises every six months.

6.1.13 To run the water from all taps at the Premises for at least a few minutes before using them

for the first time or after a prolonged period of non-use.

- 6.1.14 To clean and repair or replace (where necessary), any of the sinks sanitary fittings cisterns, drains, waste or soil pipes or other installations as may be damaged, blocked or broken by the tenant or the tenant's family or visitors, except where the damage is caused by latent defects.
- 6.1.15 To take all reasonable precautions (including draining or the provision of heat) to prevent any damage to the water or heating systems of the Premises by freezing or other natural phenomena and in the event of such damage being caused the Tenant shall forthwith and at the Tenant's own expense effect all such repairs and replacements as may be necessary to reinstate the system in good working order and also to repair and make good any consequent damage that may have been caused to the Premises or the decorations thereof.
- 6.1.16 During the Tenancy, the Tenant must take reasonable measures to keep the Premises free of vermin (for example, mice, cockroaches fleas or parasites). If the premises become infested because of something the Tenant have or have not done, then the Tenant will need to indemnify or refund the Landlords Agent into paying the appropriate costs of putting this right and cleaning any parts of the Premises which are affected.

6.2 Usage

- 6.2.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.
- 6.2.2 Not to receive any borders or paying guests.
- 6.2.3 Not to carry on at the Premises and not to use the Premises for any form of trade business or profession, and not to allow any sales to take place at or from the Premises.
- 6.2.4 Not to hold any sale by auction at the Premises.
- 6.2.5 Not to do on the Premises or any part thereof anything which might in the opinion of the Landlord/Landlords Agent be or become a nuisance or annoyance to the Landlord or to the occupiers of any adjoining or neighbouring premises or which may become detrimental to the reputation of the Premises.
- 6.2.6 Not to do anything on or in the Premises which may render void or voidable any policy of insurance on the Premises or any adjoining or neighbouring premises of the Landlord or which may cause the premium of any such policy to be increased and to repay the Landlord all sums paid by way of increased premium.

6.3 Access and inspection

- 6.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord or Landlords Agent, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purposes of:-
 - 6.3.2 Conducting Inspection and repairs
 - 6.3.3 Conducting Inspections and repairs to any adjoining or neighbouring Premises

- 6.3.4 Conducting Gas Safety Inspections, Electric Certificates and EPCs
- 6.3.5 Showing the property to interested tenants or buyers
- 6.3.6 Allowing Landlords Agent to take up to date marketing pictures

- 6.3.7 To permit the Premises to be viewed during the last two months of the Term at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect 'For Sale' or 'To Let' boards at their discretion.
- 6.3.8 To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.
- 6.3.9 The Landlords Agents are entitled to keep keys for all the doors to the Premises and are entitled to use them to enter the property without the Tenants permission for emergency purposes only.
- 6.3.10 If the Tenant does not return all of the keys at the end of the Tenancy, the Landlords Agents reserve the right to charge the Tenant a reasonable cost of having new locks fitted and keys cut.

6.4 Tenant Contact Information

The Tenant must notify the Landlord/Landlords Agent of any changes to personal details e.g. change of name, if they get married, phone number, email address

6.5 Utilities

- 6.5.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.

- 6.5.2 To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee.

- 6.5.3 To notify each supplier of gas, electricity, water, telephone and internet services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.

- 6.5.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlords Agents prior written consent, such consent not to be unreasonably withheld.

- 6.5.5 If the Tenant changes the supplier of the utilities, they must provide the name and address of the new supplier to the Landlords Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the Commencement Date.
- 6.5.6 In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
- 6.5.7 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

6.6 Locks

- 6.6.1 Not to alter, install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlords Agent prior written consent, such consent not to be unreasonably withheld.
- 6.6.2 If, in breach of this Agreement, any additional keys that are made, the Tenant shall provide these to the Landlords Agent together with all remaining original keys within 7 days of the locks being changed. And in the event that any keys have been lost, pay to the Landlords Agent such charges as set out in the Agent's published scale of fees.

6.7 Drains

- 6.7.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 6.7.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 6.7.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.
- 6.7.4 Any drainage issues caused as a result of the way the Tenant is using the drains system (including but not limited to flushing any items that may cause blockage or damage to the system), the Tenant shall indemnify the Landlord for any costs (as far as is reasonable) that may be incurred for rectifying and fixing the drain system.

- 6.7.5 The Tenant must pay the Landlords Agent within 30 days of receiving written notice of payment due. The Tenant will also be responsible or refunding to the Landlords Agent any losses that neighbouring premises have suffered as a result of the Tenants failure to follow this condition.

6.8 Illegal, immoral usage

- 6.8.1 Not to use the Premises for any illegal, immoral or improper use.
- 6.8.2 Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

6.9 Inflammable substances and equipment

Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

6.10 Nuisance, noise and anti-social behaviour

- 6.10.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise.
- 6.10.2 Without prejudice to the generality of the foregoing, not to sing nor to use or play radios, CD players, record players or cassettes or musical instruments of any kind so as to cause annoyance to nearby residents or occupiers.
- 6.10.3 In addition to above not to play loud music from residential premises during the day which is audible outside the property and can cause annoyance to other residents or occupiers.
- 6.10.4 Not to use or threaten use of violence to nearby residents or occupiers.
- 6.10.5 Not to use abusive or foul language on nearby residents or occupiers.
- 6.10.6 Not to commit hate crimes such as domestic violence, homophobic or racist language or any anti-social behaviour

6.11 Heating and Ventilation

Not to take into or keep or use upon the Premises any heater or like equipment which requires gas paraffin or other liquid fuel for consumption nor to keep any combustible offensive or dangerous fluids fuels or materials upon the Premises and to keep the Premises well aired and ventilated at all times and not to hang up or allow to dry any clothes in an unventilated and unheated room.

6.12 Empty Premises

- 6.12.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing of any pipe work.
- 6.12.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlords Agent, such consent not to be unreasonably withheld.
- 6.12.3 If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

6.13 Animals and pets

- 6.13.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the Tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy.
- 6.13.2 Where such consent is given, the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

6.14 Smoking

Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

6.15 Refuse

To ensure all rubbish is disposed of in accordance with the rules stipulated by the local council. To indemnify the Landlord or the Landlords agents for any costs associated with the incorrect or improper disposal of refuse at the Premises

6.16 Garden

- 6.16.1 To keep the garden or yard weed free and in good order and to cut the grass at reasonable intervals during the growing season.
- 6.16.2 To cut and maintain grass and hedges so that they do not grow over any paths or neighbouring lands.
- 6.16.3 To ensure that the garden or yard is free from rubbish, household items, rubble and pet droppings so that the area does not become a nuisance or health risk to others.

6.16.4 To indemnify the Landlord or Landlords agents for any costs associated with the removal of rubbish at the Premises.

6.17 Costs and charges

6.17.1 To protect the Landlord/Landlords Agent from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenants contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord/Landlords Agent may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.

6.17.2 To indemnify the Landlord/Landlords Agent for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.

6.18 Enforcement

6.18.1 To pay the Landlord/Landlords Agent all costs and expenses incurred by the Landlord/Landlords Agent (including but not limited to the costs and fees of the Landlord's Agent the Landlord's solicitors and other professional advisors: -

6.18.1.1 In respect of the recovery from the Tenant of any rent or any other money which is in arrears.

6.18.1.2 The enforcement of any of the provisions of this Agreement.

6.18.1.3 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether in any case the same shall or shall not result in Court proceedings (including any notice under Section 146 of the Law of Property Act 1925 or Section 8 of the Housing Act 1988).

6.18.2 The Tenant is responsible for paying any costs associated with any law enforcement having to gain forced entry to the Premises.

6.19 Consequential Loss

If any damage is caused to any of the Tenant's belongings due to failure by the Tenant to maintain a proper or sufficient temperature or ventilation or the failure of any electrical equipment supplied by the Landlord/Landlords Agent within the Premises, then the Landlord/Landlords Agent shall not be liable for such costs or losses nor any consequential costs or losses so occasioned.

6.20 Insurance

6.20.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.

6.20.2 The Tenant will promptly notify the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware. In the case of any loss or damage to the property caused by fire, the Tenant must notify the Landlords Agent immediately and no less than 24 hours after they became aware of the incident.

6.20.3 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

6.21 Assignment, Novation and Surrender

Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

6.22 Inventory and check-out

The Tenant shall indemnify the Landlord or Landlord's Agent for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check-out procedures at the termination or sooner ending of the Tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord or Landlord's Agent for any costs incurred in arranging a second check-out appointment. If the Tenant does not keep the second appointment, any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant.

6.23 Notices and Mail

6.23.1 To promptly forward to the Landlord/Landlords agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

6.23.2 To forward without delay to the Landlord/Landlord's Agent any correspondence addressed to the Landlord, which is delivered to the Premises.

6.24 Fixtures and Fittings

6.24.1 Not to remove any of the Fixtures and Fittings from the Premises, nor to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

6.24.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

6.25 Alterations and redecoration

6.25.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

6.25.2 Not to permit any waste, spoil or destruction to the Premises.

6.26 Affixation of items

6.26.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.

6.26.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape or other adhesive substance without the Landlord's prior written consent, such consent not to be unreasonably withheld.

6.27 Smoke alarms and Carbon Monoxide detectors

6.27.1 To keep all smoke alarms and Carbon Monoxide detectors in good working order and in particular to replace all batteries as and when necessary and to check the alarms and Carbon Monoxide detectors monthly to ensure that they work.

6.27.2 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

6.28 Burglar alarms

6.28.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.

6.28.2 To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.

6.28.3 To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

6.29 Immigration Act

If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.

6.30 Data protection and confidentiality

Please refer to our Privacy Policy available at www.rentukproperty.com for more information.

6.31 Fixed and Non-Fixed Appliances at the Premises

Any white goods, appliances, fixed/non-fixed gas or electric fires or cookers that may be in the property prior to the Commencement Date will either be removed upon the Tenants Request otherwise the Tenant will take it as their own responsibility and undertakes to repair or replace these items should they go faulty. The Landlord Agents will agree to connect free of charge any new gas/electric cookers that are purchased as replacements. The Tenant must purchase a suitable cooker as replacement, and this is subject to the existing electric or gas supply of where the cooker is to be situated.

6.32 Guarantee

6.32.1 The Guarantor (if any) agrees with the Landlord or Landlords Agent: -

6.32.1.1 That during the Tenancy the Tenant will pay the rents on the due dates for payment and carry out all the Tenant's agreements and obligations under this Agreement

6.32.1.2 If the Tenant fails to pay the rent or other monies due or defaults in carrying out the Tenant's agreements and obligations then on demand the Guarantor will pay and indemnify the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with the failure to pay or default incurred by the Landlord in connection therewith.

6.32.1.3 It is agreed that the Guarantor's liability under this Clause will not be discharged or affected by any alteration in the rent or any variation, to the tenancy or alteration in the terms of the tenancy or act neglect or giving of time by the Landlord endeavouring, to obtain payment or in enforcing the Tenant's agreements or obligations and if the Tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender or upon the expiry of the term will continue unaffected.

6.32.1.4 This guarantee and indemnity shall continue and apply to any extension or renewal of this tenancy or variation of any terms of the tenancy and/or to any statutory periodic tenancy relating to the property (or part thereof) to which the Landlord and the Tenant are parties. Where this Guarantee and Indemnity relates to a letting to a company, it shall extend to any losses of any description howsoever arising from any failure (for whatever reason to give up vacant possession at the end or sooner determination of any such letting) and/or any act failure or default on the part of any person in occupation of the property

6.33 Termination of Periodic Tenancy

- 6.33.1 If the Tenant intends to terminate this agreement after expiry of the fixed term period, minimum 1 months' notice is required from the next rent due date. i.e. (if rent is due 10th monthly, notice period to run from 10th of month to 9th of following month).
- 6.33.2 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which, shall not have been removed from the Premises within 7 days after the expiry or sooner termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant.
- 6.33.3 In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit in accordance with the Torts Interference with Goods Act 1977. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.
- 6.33.4 The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

7 Landlords Obligation

The Landlord agrees with the Tenant as follows:

7.1 Quiet enjoyment

That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

7.2 Insurance

To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

7.3 Safety regulations

7.3.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993. Our properties are generally let unfurnished.

7.3.2 To abide by the **Special Tenancy Conditions**

- 7.3.3 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this Agreement.
- 7.3.4 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.
- 7.3.5 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

8 Mutual Obligations

It is mutually agreed as follows:

8.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

8.2 Repair

8.2.1 Sections 11–16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.

8.2.2 The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

8.3 Reimbursement

Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 5.6 hereof at the end of the Tenancy.

8.4 Council Tax

The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

8.5 Forfeiture

If at any time the rent or any part of the rent shall remain unpaid for 14 days for a tenancy in England after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises

provided he has complied with his statutory obligations and has obtained a court order and at that time the Tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy.

8.6 Interruptions to the Tenancy

- 8.6.1 If the Premises are destroyed or made uninhabitable by fire or any other insured risk, rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re- housing the Tenant.
- 8.6.2 If the Premises are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party

8.7 Notices

The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord or Landlord's Agent's address in England.

- 8.7.1 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the Deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.
- 8.7.2 Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own: See '(Tenants Email)' as stipulated in the Schedule of Particulars.
- 8.7.3 The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own: See '(Landlords Agents Email)' as stipulated in the Schedule of Particulars.
- 8.7.4 Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.
- 8.7.5 If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.
- 8.7.6 At the end of the initial fixed term as specified in clause 2.1.2 hereof, the Term shall continue on a month- by-month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice, when served by the Landlord, should expire not less than two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord.

8.8 Jurisdiction

This Agreement will be subject to the jurisdiction of the Court in England and Wales.

9 Special Tenancy Conditions

LANDLORD

NOTWITHSTANDING the provisions of the agreement relating to the Term of the Tenancy, it is agreed between the parties that should the Landlord wish to terminate the tenancy, he may give the required two months notice in writing to the Tenant in accordance with Section 21 of the Housing Act 1988. This notice can be served upon the Tenant at any time but must not expire before six months from the commencement of the tenancy.

TENANT

NOTWITHSTANDING the provisions of the agreement relating to the Term of the Tenancy, it is agreed between the parties that if the Tenant wishes to vacate the property, he may give to the Landlord or the Agent not less than one month notice in writing to terminate the tenancy, provided that the tenancy is not terminated before twelve months from the commencement date of the tenancy.

1.

2.

3.

4.

5.

6.


7.

10 Acknowledgement

The Tenant acknowledges having read this Agreement including any appropriate Notices given herein before signing the Agreement and thereby receiving such Notices as set out herein.

This Agreement contains the whole of the Agreement; any variations are contained in the Schedule annexed hereto; subsequent variations to this Agreement must be in writing and signed by the parties here to

Agreement signed by the Landlords Agent

Signed by Landlords Agent:	
Print name:	Martine Bettinson
Date:	03/05/2024

Agreement signed by the Tenant(s)

Where there are Guarantors to this Agreement, each Guarantor shall sign a separate Deed of Guarantee which shall be affixed herein and form part of the Agreement.

Signed by Tenant (1):	 <small>Claire Valentine (May 3, 2024 12:45 GMT+1)</small>
Print name:	Claire Valentine
Date:	May 3, 2024

Signed by Tenant (2):	
Print name:	
Date:	

TDS Custodial is a Tenancy Deposit Protection Scheme run by The Dispute Service Ltd. It is authorised by the government to hold tenancy deposits until repayment is requested when the tenancy ends.

What is tenancy deposit protection?

By law, a landlord or agent who receives a deposit for an assured shorthold tenancy that started in England or Wales on or after 6th April 2007 must protect the deposit with a tenancy deposit scheme.

The landlord or agent has two duties under the legislation, both of which should be done within 30 calendar days of receiving the deposit:

- To protect the deposit with a government-authorised scheme.
- To provide the tenant (and any relevant person) with prescribed information about where their deposit is being protected and how it will be managed.

How does it work?

Tenancy deposit protection schemes can be one of two kinds:

Custodial – this is where the scheme itself holds the deposit during the tenancy.

Insured – this is where the landlord or agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that tenants will always get back the money to which they are entitled.

Is my deposit protected?

Tenants can check if their deposit is registered with TDS Custodial by visiting www.custodial.tenancydepositscheme.com and entering their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

How much does it cost?

TDS Custodial is free to use - we are funded by the interest received on the deposit during the tenancy. There is no charge to landlords, tenants or agents for having a dispute resolved.

What if the landlord does not comply?

If the landlord or agent does not protect the deposit or provide the prescribed information within 30 calendar days of receiving the deposit, the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

Non-compliance can also affect the landlord's ability to serve notice to end the tenancy and regain possession under section 21 of the Housing Act 1988.

TDS Custodial cannot award compensation to tenants if a landlord or agent fails to comply with the law relating to tenancy deposit protection. This can only be dealt with by the courts.

What happens to the deposit at the end of the tenancy?

Either the landlord or tenant can start the repayment process following the end of the tenancy. Once TDS Custodial receives a request for repayment, it will notify the other party of the request and invite them to respond within 30 working days to say whether they agree or disagree.

If the other party responds saying that they agree to the repayment, the deposit will be repaid as per that agreement within 10 calendar days.

If the other party responds saying that they do not agree to the repayment request, they can ask for the dispute to be resolved by our dispute resolution process.

How does the dispute resolution process work?

TDS Custodial will invite the landlord to set out their claim and provide supporting documentation such as the tenancy agreement, check-in/check-out reports, invoices and quotations. We will then invite the tenant to view the landlord's evidence and respond to it, with the opportunity to submit their own supporting documentation. Each party has 14 calendar days to submit their evidence, in turn.

After the evidence gathering process is complete, the case will be sent to one of our independent adjudicators

What will you receive?

Within 30 calendar days of the start of the tenancy the landlord must provide the tenant with:

- The prescribed information (which includes, but is not limited to, the address of the property, amount of deposit and the circumstances in which deductions can be made from it)

- A copy of this leaflet

After the deposit is lodged with the scheme, TDS Custodial will provide the tenant and landlord with:

- A deposit protection certificate
- Access details for your online account

who will reach a binding decision within 28 calendar days. TDS Custodial will repay the deposit per the adjudicator's decision within a further 10 calendar days.

What if I don't agree with the outcome?

The adjudicator's decision will be based only on the evidence sent to TDS Custodial – there will be no hearing or visit to the property. The adjudicator's decision is final. There is no right of appeal to TDS Custodial or to the government department in charge of the tenancy deposit protection schemes.

What if the other party doesn't respond to my repayment request?

If the other party does not respond within 30 working days, the party requesting repayment must complete a statutory declaration before TDS Custodial can repay the deposit.

The statutory declaration is a sworn legal document confirming that the other party cannot be contacted, and confirms any claims made on the deposit and the amounts to be repaid to each party.

TDS Custodial provides a simple template to use for this process. Further guidance on this is available on our website or from our customer contact centre.

The requesting party must send the sworn statutory declaration and related documentation to TDS Custodial who will send it to the other party and give them the opportunity to respond within 14 calendar days. If the other party does not respond to the statutory declaration, TDS will repay the requested amount of the deposit within 10 calendar days.

Top tips to remember

To help us repay your deposit quickly and smoothly to you at the end of the tenancy:

- Keep your contact details up to date - if we have your current email address, we will be able to notify you immediately of anything relating to the deposit.
- Avoid using a work or university email address as these may change or expire during the tenancy.
- Add our email address to your safe senders list - info@tenancydepositscheme.com - to ensure our emails do not go to your junk folder.
- We will need your bank details to repay the deposit at the end of the tenancy. You can add these in your online account.
- You must attempt to resolve any dispute over the deposit repayment prior to referring the dispute to TDS Custodial's dispute resolution service. Communication is key to avoiding a dispute.

Should the other party respond to the scheme to say that they do not agree to the repayment request, they can ask for the dispute to be resolved through TDS Custodial's dispute resolution process. The parties should, in the first instance, attempt to resolve the dispute directly with each other.

What disputes can TDS Custodial deal with?

- TDS Custodial can only handle disputes relating to the deposit.
- The adjudicator cannot make an award for more than the disputed deposit. If a larger amount is disputed, you may need to go to court.
- We cannot deal with counterclaims by tenants, such as a claim for disrepair. If you are a tenant and wish to bring a counterclaim against your landlord, you will need to go to court.
- TDS Custodial cannot deal with disputes between individual tenants, or between landlords and their agents.

Using the dispute resolution mechanism is not compulsory. Either party may choose to go to court instead. The court order must be sent to TDS Custodial when the outcome is known so that the deposit can be released in accordance with the order. It is essential that the order relates to the deposit and directs TDS Custodial how the deposit should be split.

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 (a Relevant Person) within 30 days of receiving the deposit.

The scheme administrator of TDS Custodial is:

The Dispute Service Limited

PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Phone 0300 037 1001
Email info@tenancydepositscheme.com
Fax 01442 253193
Web custodial.tenancydepositscheme.com

(i) THE DEPOSIT

The amount of the deposit paid is £

(ii) Address of the property to which the tenancy relates

16 Keir Hardie Terrace
Shotton Colliery
DH6 2PS

(iii) DETAILS OF THE LANDLORD(S)¹

Name(s)

Address

Time Technology Park
Blackburn Road
Burnley

E mail address

Telephone number

Fax number

(iv) DETAILS OF THE TENANT(S)

Name

¹ The agent may insert their details here instead of the landlord's

Address

16 Keir Hardie Terrace
Shotton Colliery
DH6 2PS

E mail address

clairevalentine1983@gmail.com

Mobile number

07782179072

Fax number

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

Name

Claire Valentine

Address

16 Keir Hardie Terrace
Shotton Colliery
DH6 2PS

E mail address

clairevalentine1983@gmail.com

Mobile number

07782179072

Fax number

Please provide the details requested in **(iv) for each tenant** (there is a continuation sheet for this purpose).

(v) RELEVANT PERSON'S CONTACT DETAILS

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 **(iv) must be provided for them**, as part of the Prescribed Information. Use the continuation sheet for this purpose.

(vi) CIRCUMSTANCES WHEN THE DEPOSIT MAYBE RETAINED BY THE LANDLORD

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 Custodial or by the court.

(vii) CONFIRMATION

The landlord certifies and confirms that:

- (a) the information provided is accurate to the best of my/our knowledge and belief and
- (b) 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



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)


Claire Valentine (May 3, 2024 12:45 GMT+1)

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.

Prescribed Information for Assured Shorthold Tenancies
(Continuation Sheet)

Tick one of the following:

- The information below relates to a Tenant
- The information below relates to a Relevant Person

First line of address of the property to which the tenancy relates

(iv) **CONTACT DETAILS**

Name

Address

E mail address

Mobile number

Fax number

Details of the Tenant(s) contact details to be used at the end of the tenancy

*(This section only needs to be completed for a tenant, **not** a relevant person)*

Name

Address

E mail address

Tick if the same as shown above

Mobile number

Tick if the same as shown above

Fax number

Tick if the same as shown above

Please provide the details requested for each tenant and each relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.



Important Information

Due to a high number of failed appointments for inspections and repairs, there will now be a cost incurred to the tenant.

There will also be a charge for replacement keys and lock changes.

The charges will be as follows: -

£25 for a failed general appointment

£50 for a failed repairs appointment

£50 for a failed compliance appointment such as Gas and Electric certificates which need to be completed periodically

£20 for key replacement

£50 for break in and lock change

£25 admin fee for document copies such as a tenancy agreement

If you are unable to make an appointment that has been booked, please call our office on 01282 882699 to rearrange for a more convenient time.

Please note 24hrs notice must be given

It is important that inspections and repairs on your property are carried out to ensure that the condition of your home remains in a good state.

If you have any questions regarding the above, please contact our office on 01282 882699.

Rent UK Property

Tel: 01282 882699

Email: lettings@rentukproperty.com



Tenant To-Do List

Contact energy supplier to put supply in my name

Energy Supplier: Utilita

Contact number: 0345 2068 777

Contact water supplier to put the water account in my name.

Contact the council to let them know I have moved in and to put the council tax account in my name.

Ensure inventory has been checked and any discrepancies are reported within 7 days.

Notes

Rent UK Property

Tel: 01282 882699

Email: lettings@rentukproperty.com



**Guide To Maintaining
Your Home.**

Condensation, damp & mould

Some damp is caused by condensation. This can lead to a growth in mould that appears as a cloud of little black dots. For other kinds of damp see box below.

Condensation occurs when moist air comes into contact with a colder surface like a wall, window, mirror etc. It also occurs in places the air is still, like the corners of rooms, behind furniture or inside wardrobes.

How to reduce condensation at Home

- Produce less moisture by drying clothes outdoors/ ventilated rooms (not on radiators), keeping lids on pans when cooking.
- Regularly ventilate fresh air in the house and let damp air out. (Use the extractor fan if installed or open windows periodically)
- Keep doors closed when using kitchen and bathroom and open the window to let out steam.
- Make sure there is a gap between furniture and walls, air out cupboards frequently.

How to remove mould

- Furniture: Use a regular cleaning product containing bleach to spray the area, following instructions and wiping off with soapy water. The above advise should prevent any returning damp.
- Walls/ Ceilings: use cleaning spray with bleach (follow instructions), then use an anti-fungal wash.



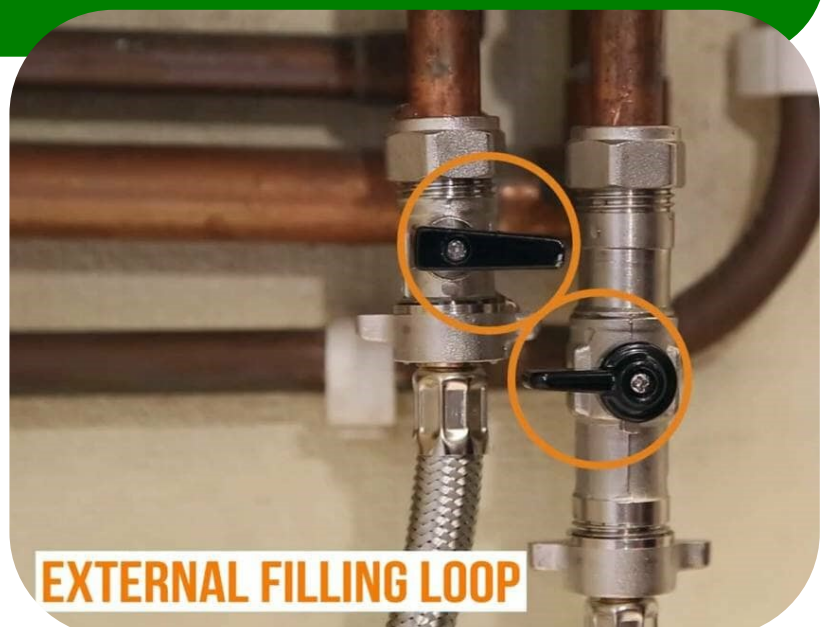
Your boiler

Whilst boilers can breakdown, a lot of issues are simply solved by topping the pressure up. Most boilers will have the same configuration of pipes below feeding into the boiler, with different coloured taps.

It is very common for boilers to lose their pressure over time and it is normal that they require regular top ups.

How to manage your boiler

- Frequently top up the pressure by turning it off, turning the taps below – you will hear the pressure and see the dial turn up.
- Boilers will flash codes sometimes – look on the manufacturer website to see the code means and follow instructions. Try resetting the boiler.
- If this doesn't work, call us and explain what you have done so far, we will try to help you over the phone, failing this send someone out.



No gas or electricity?

You might come home to you gas or electric supply not working.

After checking the boiler for pressure/ alarm codes, and the fuse box for any tripped fuses, check your gas and electric meters.

If there is an error or issue with the meter, your utility company will deal with this.

You may need to simply top up your meter again if it has run out of credit.

Clearing your drains

If your sink blocks, in most cases you will be able to clear it using a plunger or unblocking product you can purchase at any store.

Should this not be successful give us a call.



Your household bins

If you need a new bin please follow this process:

- Contact your local authority, order a new bin and pay for it. PLEASE KEEP YOUR RECEIPT.
- When it arrives, take a picture of the bin and keep with your receipt.
- Sign the Refund Declaration and email in with the photo and receipt for your new bin.



No gas or electricity?

You might come home to you gas or electric supply not working.

After checking the boiler for pressure/ alarm codes, and the fuse box for any tripped fuses, check your gas and electric meters.

If there is an error or issue with the meter, your utility company will deal with this.

You may need to simply top up your boiler again if it has run out of credit.



Help us help you:

- Changed contact number/ email? Please update us as soon as you can.
- Please report issues first via email, then we can have a record of the report.
- If an appointment is booked, please keep to the original booking time or notify us if you won't be at home, no sooner than 24 hours before the booking.



HM Government

How to rent

The checklist for
renting in England

March 2023



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If you have downloaded a copy of this guidance, please check you have the most up-to-date version by following this link:

[GOV.UK/government/publications/how-to-rent](https://www.gov.uk/government/publications/how-to-rent)

The landlord or the letting agent should give the current version of this guide to the tenant when a new assured shorthold tenancy starts. There is no requirement for them to provide the document again if the assured shorthold tenancy is renewed unless the document has been updated.

Who is this guide for?

This guide is for people who are renting a home privately under an assured shorthold tenancy, either direct from a landlord or through a letting agency. Most of it will also apply if you are in a shared property but in certain cases, [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) (people who live with their landlord) or people with [licences](#) (such as many property guardians – see this [specific guidance on property guardians](#)), nor tenants where the property is not their main or only home.



1. Before you start

Key questions

- **Is the landlord or letting agent trying to charge any fees for holding the property, viewing the property or setting up a tenancy agreement?** Since 1 June 2019, most fees charged in connection with a tenancy are banned. A charge to reserve a property is permitted but it must be refundable and it cannot equate to more than one week's rent. Viewing fees and tenancy set-up fees are not allowed. See the '[Permitted fees](#)' section below for more details.
- **How much is the deposit?** Since 1 June 2019, there has been a cap on the deposit that the tenant is required to pay at the start of the tenancy. If the total annual rent is less than £50,000, the maximum deposit is five weeks' rent. If the annual rent is £50,000 or above, the maximum deposit is six weeks' rent. The deposit must be refundable at the end of the tenancy, usually subject to the rent being paid and the property remaining in good condition, and it must be 'protected' during the tenancy. See the '[Deposit protection](#)' section below.
- **How long do you want the tenancy for?** The landlord must allow you to stay in the property for a minimum of six months. Most landlords offer tenancies for a fixed term of six or 12 months. However, it is possible to negotiate a longer tenancy, or you could agree to a tenancy which rolls over on a weekly or monthly basis. These tenancies have no fixed end date after the minimum of six months.
- **What can you afford?** Think about [how much rent you can afford to pay](#). 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- **Are you are entitled to Housing Benefit or Universal Credit?** If so, you may get help with all or part of your rent. If you are renting from a private landlord, you may receive up to the Local Housing Allowance rate to help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this [guidance on managing rent payments on Universal Credit](#).
- **Which area would you like to live in and how are you going to look for a rented home?** The larger the area you are prepared to look in, the better the chance of finding the right home for you.
- **Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- **Do you have the right to rent in the UK?** Landlords in England must check that all people aged 18 or over have the right to rent before the start date of the tenancy agreement. There are three types of right to rent checks: a manual document-based check, a check using Identity Verification Technology via the services of an identity service provider, or a check via the Home Office online checking service. Your landlord can't insist which option you choose but not everyone can use the online service. [Further information on how to prove your right to rent to a landlord](#) can be found on GOV.UK.
- **Will you need a rent guarantee?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, you can ask [Shelter](#) for advice.
- **Do you need to make changes to the property?** If you are disabled or have a long-term condition and think you may need to make changes to the property to allow you to live independently, discuss these with your landlord or agent.

Ways to rent a property

Direct from the landlord

Look for landlords who belong to an [accreditation scheme](#). Accreditation schemes provide training and support to landlords in fulfilling their legal and ethical responsibilities. Your local council can advise you about accreditation schemes operating in your area.

The [National Residential Landlords Association](#) and the [Guild of Residential Landlords](#) run national schemes.

If your landlord lives outside the UK, you may be responsible for paying tax on the rent to HM Revenue and Customs. For advice, call their non-resident landlord scheme helpline on 0300 322 9433.



Through a letting agent

Letting agents must be members of a redress scheme. You should check which [independent redress scheme](#) the agent is a member of in case you have an unresolved dispute.

If they receive money from you, such as rent payments, you should also check they are a member of a client money protection scheme. See a [list of approved schemes](#). By law, this information should also be clearly visible to you at the agent's premises and on their website.

Reputable agents are often accredited through a professional body such as [the Guild of Property Professionals](#), [Propertymark](#), [Safeagent](#), [the Royal Institution of Chartered Surveyors](#) or [the UK Association of Letting Agents](#).

If your landlord lives outside the UK, the letting agent will be responsible for paying any tax due on the rent to HM Revenue and Customs.



Watch out for scams!

Be clear who you are handing money over to, and why.

2. Looking for your new home

Things to check

- **Deposit cap.** Check that the tenancy deposit you're being asked for is not more than five weeks' rent where annual rent is less than £50,000, or six weeks' rent where annual rent is more than £50,000.
- **Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government-approved scheme](#). Some schemes hold the money, and some insure it. You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local council for advice.
- **You may be offered a deposit replacement product as an alternative to a cash deposit.** A landlord or agent cannot require you to use a deposit replacement product but may allow it as an option without breaking the Tenant Fees Act. There are several different deposit replacement products available. Depending on the product, you may need to pay a non-refundable fee up-front (often equivalent to one week's rent) and/or a monthly payment for the duration of your tenancy. With most products, you will still be responsible for the costs of any damages incurred at the end of the tenancy or required to pay an excess on any claim for damages or unpaid rent. It is strongly advised to always check the terms and conditions and to see if it is regulated by the [Financial Conduct Authority](#).
- **Length of tenancy.** There is usually a fixed period of six or 12 months. If you want more security, it may be worth asking whether the landlord is willing to agree to a longer fixed period. Alternatively, you may be offered a weekly or monthly assured shorthold tenancy which does not last for a fixed period. Even with those tenancies, the landlord must allow you to stay for a minimum of six months.
- **Smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- **Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. Usually, the tenant pays for these bills. See [advice on paying bills](#).
- **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- **Smoke alarms and carbon monoxide detectors.** Landlords must make sure there is at least one smoke alarm on every floor used as living accommodation, and carbon monoxide alarms in all rooms that have a fixed combustion appliance and are used as living accommodation.
- **Safety.** Check that the property is safe to live in, and use the ['How to rent a safe home'](#) guide to help you identify possible hazards.
- **Fitness for human habitation.** Your property must be safe, healthy and free from things that could cause serious harm. If not, you can take your landlord to court. For more information, see the [Homes \(Fitness for Human Habitation\) Act 2018 guide for tenants](#). You should also check whether your tenancy agreement excuses you from paying rent if the building becomes unfit to live in due to, for example, a fire or flood.
- **Flood risk.** Your area may be at risk of flooding. [Check the long-term flood risk](#) to find out.

Check who your landlord is

Make sure you have the name of your landlord and an address in England or Wales where you can serve them notices in writing. Landlords are obliged to provide you with this information and the rent is not 'lawfully due' until they do so.

If the property is a flat, ask whether the landlord is the owner or leaseholder of the flat, and ask whether the freeholder – for example, the owner of the block – has agreed to the flat being let out. If the landlord has a mortgage, ask whether the mortgage company has agreed to the letting. The landlord may not need the freeholder's consent but if there is a mortgage, the lender's consent will always be needed. Be aware that you may have to leave the property if the landlord does not keep up the mortgage payments.

If the property is a house, ask whether the landlord is the owner, whether the landlord has a mortgage and whether the mortgage company has agreed to the letting. You may have to leave the property if the landlord does not keep up the mortgage payments.

If the landlord is not the property owner and they claim to be a tenant, a family member or a friend, be very cautious as it could be an unlawful sub-letting.

Permitted fees

The government's [guidance on the Tenant Fees Act](#) contains information about the fees that letting agents and landlords are prohibited to charge tenants, as well as the fees that are permitted.

Permitted fees are as follows:

- rent
- a refundable tenancy deposit capped at no more than five weeks' rent where the total annual rent is less than £50,000, or six weeks' rent where the total annual rent is £50,000 or above
- a refundable holding deposit (to reserve a property) capped at no more than one week's rent
- payments associated with early termination of the tenancy, when requested by the tenant
- payments capped at £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation of a tenancy
- payments for utilities, communication services, TV licence and council tax
- a default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement

All other fees, including the following, are banned:

- viewing fees – any charge for viewing the property
- tenancy set-up fees – any charge for setting up the tenancy or contracts
- check out fees – any charge for leaving the property
- third party fees – any charge for actions done by someone other than the landlord or tenant but that the landlord must pay for

Licensing requirements

Houses in multiple occupation

Houses in multiple occupation are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some [houses in multiple occupation must be licensed](#). Check that your landlord has the correct licence. There are extra requirements for landlords of houses in multiple occupation whether they need a licence or not. Go to [GOV.UK/private-renting/houses-in-multiple-occupation](https://www.gov.uk/private-renting/houses-in-multiple-occupation) for more information.

Selective licensing

Some single-family dwellings may also need to be licensed. Check with your local council whether the house is within a selective licensing scheme area. Selective licensing requires all landlords of privately rented housing in a designated area to obtain a licence for each individual property. It gives the local council powers to inspect properties and enforce standards to address specific property issues.



3. When you've found a place

Check the paperwork

- **Tenancy agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities before you sign it. The landlord or agent usually provides one, but you can ask them to consider using a different version instead. The government has published a [model tenancy agreement](#) which can be downloaded for free. If you have any concerns about the agreement, [seek advice before](#) you sign. If you are unhappy with the tenancy agreement, the Tenant Fees Act allows tenants to walk away from unfair terms without forfeiting the holding deposit.
- **Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you take photos. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. From 1 June 2019, landlords or letting agents cannot charge certain fees. See the government's [guidance on the Tenant Fees Act](#) for more information.
- **Meter readings.** Remember to take meter readings when you move in. Take a photo showing the meter reading and the date and time, if possible. This will help make sure you don't pay for the previous tenant's bills.
- **Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- **Code of practice.** Ask whether your landlord or agent has signed a code of practice, which may give you additional assurance about their conduct and practices.

Things the landlord must provide you with

- **A copy of the guide,** 'How to rent: the checklist for renting in England', either as a hard copy or, with your agreement, via email as a PDF attachment.
- **A gas safety certificate** before you occupy the property. They must also give you a copy of the new certificate after each annual gas safety check, if there is a gas installation or appliance.
- **Deposit paperwork.** If you have provided a deposit, the landlord must protect it in a government-approved scheme within 30 days and give you prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- **The energy performance certificate,** which contains the energy performance rating of the property you are renting, free of charge at the onset of your tenancy. As of April 2020, all privately rented properties must have an energy performance rating of E or above (unless a valid exemption applies) before being let out. You can also [search online for the energy performance certificate](#) and check its rating.
- **A report that shows the condition of the property's electrical installations.** The landlord also has to give this to the local council if they ask for it. The electrical wiring, sockets, consumer units (fuse boxes) and other fixed electrical parts in rented homes must be inspected and tested every five years, or more often if the inspector thinks necessary. Throughout the whole time a tenant is living at the property, national electrical safety standards must be met.
- **Evidence that smoke and carbon monoxide alarms are in working order at the start of the tenancy.** Tenants should then regularly check they are working.

Check if the property is suitable for your needs if you are disabled

- **Accessibility.** If you are disabled or have a long-term condition, you can [request reasonable adjustments](#) from your landlord or agent. This could include changes to the terms of your agreement, or home adaptations and adjustments to common parts of a building to make your home accessible to you. Your landlord or agent should respond in a reasonable timeframe and if they refuse a request, they should explain why they do not consider it reasonable. Your landlord can ask you to pay for the changes you asked for. However, you can check to see if you are eligible and apply for a [Disabled Facilities Grant](#) to help with the cost of adaptations. Your landlord can also apply for funding on your behalf.

4. Living in your rented home

Things the tenant must do

- **Pay the rent on time.** If your rent is more than 14 days late, you could be liable for a default fee. This is limited by the Tenant Fees Act to interest on the outstanding amount, capped at 3% above Bank of England base rates. The landlord or agent cannot charge any other fees. For more information, please read the [government's guidance on the Tenant Fees Act](#). Further, you could lose your home because you have breached your tenancy agreement. If you have problems, GOV.UK has links to [further advice on rent arrears](#). Also check out these [practical steps for paying your rent on time](#).
- **Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- **Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- **Be considerate to the neighbours.** Anti-social behaviour may be a reason for your landlord to evict you.
- **Don't take in a lodger** or sub-let without checking whether you need permission from your landlord.

Things the tenant should do

- Make sure you know how to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs to your landlord. Failure to report the need for repairs could be a breach of your tenancy agreement. In extreme circumstances there may be a risk to your deposit if a minor repair turns into a major problem because you did not report it.
- Consider obtaining insurance for your contents and belongings. The landlord will usually have insurance for the property but it will not cover anything that belongs to you. If your area is at [risk of flooding](#), make sure your insurance covers this.
- Consider having smart meters installed. Smart meters can help you keep an eye on your energy bills and make changes to save money. If the energy bills are in your name or you prepay for your energy, you can choose to have smart meters installed, though you should check your tenancy agreement first and let your landlord know. If your tenancy agreement says you need your landlord's permission to alter metering at your property, they should not unreasonably prevent it. Smart Energy GB has independent information about the [benefits of smart meters for tenants](#) and how to ask your supplier for the installation. If your landlord pays the energy bills, you can ask them to have smart meters installed.
- [Register to vote at your new address.](#)

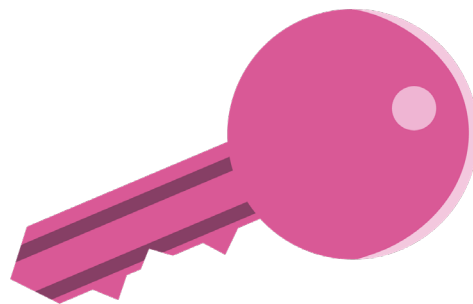
Things the landlord must do

- Maintain the structure and exterior of the property.
- Ensure the property is free from serious hazards throughout your tenancy.
- Fit smoke alarms on every floor and carbon monoxide alarms in rooms with fixed combustion appliances such as boilers, and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- Deal with any problems with the water, electricity and gas supply.
- Maintain any appliances and furniture they have supplied.
- Carry out most repairs. If something is not working, report it to your landlord or agent as soon as you can.
- Arrange an annual gas safety check by a Gas Safe engineer (where there are any gas appliances).
- Arrange an electrical safety check by a qualified and competent person every five years (this applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021).
- Consider requests for reasonable adjustments from tenants who have a disability or long-term condition. Reasonable adjustments could include changes to the terms of your tenancy or allowing adaptations or adjustments to your home or common parts of the building. Landlords (or agents) must respond to your request in a reasonable timeframe. If they refuse a request they must explain why. Foundations can offer advice on getting home adaptations.
- Seek your permission to access your home and give at least 24 hours' notice of proposed visits for things like repairs. Those visits should take place at reasonable times – neither the landlord nor the letting agent is entitled to enter your home without your express permission.

- Get a licence for the property if it is a licensable property.
- Ensure the property is at a minimum of energy efficiency band E (unless a valid exemption applies).
- Carry out a Right to Rent check.

Things the landlord should do

- Insure the building to cover the costs of any damage from flood or fire.
- Check regularly to ensure that all products, fixtures and fittings are safe and that there haven't been any product recalls. Help is available at the Royal Society for the Prevention of Accidents, the Chartered Trading Standards Institute and the Child Accident Prevention Trust.
- Ensure blinds are safe by design and they do not have looped cords to prevent accidents. This is especially important in a child's bedroom. More information can be found on the Royal Society for the Prevention of Accidents' website.



5. At the end of the fixed period

If you want to stay

If you want to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

Do you want to sign up to a new fixed term?

If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term. Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.

Your landlord might want to increase your rent

Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by serving you with a [notice proposing a new rent](#).

If your landlord has served you with a notice proposing a new rent, you can make an application to [challenge the proposed rent in the tribunal](#).

The deposit cap introduced by the Tenant Fees Act 2019 means you may be entitled to a partial refund of your tenancy deposit. The government's [guidance on the Tenant Fees Act](#) explains whether this affects you.

If you or the landlord want to end the tenancy

The government has announced that it plans to put an end to 'no fault' section 21 evictions by changing existing legislation. Landlords will still be able to issue you with a section 21 notice until new legislation comes into effect. If you receive a section 21 notice from your landlord, seek advice from [Shelter](#) or [Citizens Advice](#). If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

There are things that both landlords and tenants must do at the end of the tenancy.

Giving notice

It is a legal requirement for landlords to give you [proper notice if they want you to leave](#). Normally, the landlord must allow any fixed period of the tenancy to expire and they must give you the correct period of notice, which varies depending on the type of tenancy and the reason they want you to leave.

If you have been served with a notice that your landlord wants you to leave, you should read it at once. The notice should contain helpful information. Acting on it straight away may, in certain circumstances, allow you to keep your home. If you are unsure how to respond or worried that you will become homeless, you should access advice and support as soon as possible – for example, through contacting [Citizens Advice](#) or [Shelter](#), who can provide free, expert advice on your individual circumstances. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

If you do not leave at the end of the notice period, your landlord will need to apply for a court order to evict you, and must arrange for a warrant of possession to be executed by bailiffs if you remain in your home after the date given in the order.

However, if you seek advice and support as early as possible, it is more likely that you will be able to resolve any issues and remain in your home.

For more information about your rights and responsibilities when your landlord wants you to leave your home, see '[Understanding the possession action process: A guide for private residential tenants in England and Wales](#)'.

If you want to end the tenancy

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property. One month's notice is typical, and you must give it in writing. Make sure you keep a copy of the document and a record of when it was sent. Please see the 'If things go wrong' section below if you want to leave sooner than the notice period set out in the tenancy agreement.

Rent

Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.

Bills

Do not leave bills unpaid. This might have an impact on your references and credit rating.

Clear up

Remove all your possessions, clean the house, dispose of rubbish and take meter readings. Try to leave the property in the same condition that you found it in. Check this against your copy of the inventory and take photos that show how you have left the property.

Dispose of any unwanted furniture via a local collection service.

Return the keys

Return all sets of keys that were provided. If you do not, the landlord may charge you for changing the locks.

Inspection

Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage. If you do not agree with proposed deductions, contact the relevant [deposit protection scheme](#).

6. If things go wrong

Most problems can be resolved quickly and easily by talking to your landlord or letting agent.

There are often legal protections in place for the most common problems that you may experience during the tenancy. The following links will tell you what they are or where to look for help.

- If you have a complaint about a letting agent's service and they don't resolve your complaint, you can complain to an [independent redress scheme](#). Letting agents must be members of a government-approved redress scheme.
- If you want to leave the property within the fixed term or more quickly than permitted in the tenancy agreement, you should discuss this with your landlord. If your landlord or letting agent agrees to end the tenancy early, you should make sure that this is clearly set out in writing and that you return all your sets of keys. If you do not, your landlord may make a court claim against you to gain possession of the property.
- You could be charged if you want to end the tenancy early, although this fee must not exceed the loss incurred by the landlord or the reasonable costs to your letting agent if you are renting through them. Unless or until a suitable replacement tenant is found, you will be liable for rent until your fixed-term agreement has ended or, in the case of a statutory periodic tenancy, until the required notice period under your tenancy agreement has expired. The government's [guidance on the Tenant Fees Act](#) contains more information.
- If you are having financial problems or are falling into rent arrears, speak to your landlord as they may be helpful and are likely to be more sympathetic if you talk to them early on. Should you need further help, contact your local council, [Citizens Advice](#) or [Shelter](#) as soon as possible. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice. Also check out these [practical steps for managing your rent payments](#).
- If the property is in an unsafe condition and your landlord won't repair it, contact your [local council](#). They have powers to make landlords deal with serious health and safety hazards. You can also report this to your local Trading Standards office.
- You may be able to take your landlord to court yourself if you think the property is not fit for habitation, under the [Homes \(Fitness for Human Habitation\) Act 2018](#). The court can make the landlord carry out repairs and pay you compensation. You may also be able to take your landlord to court if they do not carry out some repairs. For more information, please see [Shelter's advice](#) on section 11 of the Landlord and Tenant Act 1985.
- If you have a serious complaint about the property and your local council has sent a notice to the landlord telling them to make repairs, [your landlord may not be able to evict you](#) with a section 21 notice (no-fault eviction) for six months after the council's notice. You can still be [evicted with a section 8 notice](#) if you break the terms of your tenancy.
- Failure to comply with a statutory notice is an offence. Depending on the notice, local councils may prosecute or fine the landlord up to £30,000. Local councils have powers to apply for [banning orders](#) which prevent landlords or property agents from managing or letting out property if they are convicted of certain offences. If a landlord or property agent receives a banning order, they will be added to the Database of Rogue Landlords and Property Agents. There is a [specific process for banning order offences](#).

- If a landlord or letting agent charges you a prohibited payment (a banned fee according to the Tenant Fees Act 2019) or unlawfully keeps a holding deposit, they could be liable for a fine of up to £5,000. If there are multiple breaches, they could be liable for a fine of up to £30,000 as an alternative to prosecution. Local councils are responsible for issuing these fines. Landlords or letting agents cannot rely on giving notice under section 21 to obtain a possession order if they have not repaid any unlawful fees or deposits they have charged under the terms of the Tenant Fees Act. Tenants are also able to make an application to the tribunal to recover a prohibited payment, which can order a landlord or agent to repay a payment which has been charged unlawfully. The government's [guidance on the Tenant Fees Act](#) contains more information.
- If your landlord is making unannounced visits or harassing you, contact your local council. If more urgent, dial 999.
- If you are being [forced out illegally](#), contact your local council. [Shelter](#) and [Civil Legal Advice](#) may also be able to help you. If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#). You can only be legally removed from the property if your landlord has a court order for possession and a warrant is executed by court bailiffs.
- If you live with your partner and you separate, you may have the right to carry on living in your home.
- If you are concerned about finding another place to live, contact the housing department of your local council straight away. Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice. The local council should not wait until you are evicted before taking action to help you.

Protection from eviction

Landlords must follow strict procedures if they want you to leave your home. They may be guilty of harassing or illegally evicting you if they do not follow the correct procedures.

Landlords must provide you with the correct notice period and they can only legally remove you from your home by obtaining a court order for possession and arranging for a warrant to be executed by court bailiffs. See '[Understanding the possession action process: A guide for private residential tenants in England and Wales](#)'.

Rent repayment orders

Rent repayment orders require a landlord to repay a specified amount of rent to a tenant and/or a local council, where there has been an illegal eviction or failure to licence a property that requires licensing.

Rent repayment orders also cover breach of a banning order or failure to comply with certain statutory notices. Where a rent repayment order is made, local councils may keep the money if the tenant's rent was paid by state benefits. Where a tenant has paid rent themselves, the money is returned to them. If benefits covered part of the rent, the amount is paid back pro-rata to the local council and the tenant.

[More information on how to apply for a rent repayment order](#) is available on GOV.UK.

If you are reading a print version of this guide and need more information on the links, please contact us on 0303 444 0000 or at 2 Marsham Street, London, SW1P 4DF.

7. Further sources of information

Read further information about [landlord and tenant rights and responsibilities](#).

Read the government's [guidance on the Tenant Fees Act](#). This includes:

- what the Tenant Fees Act covers
- when it applies and how it will affect you
- helpful questions and answers

Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-backed tenancy deposit scheme.

- [Deposit Protection Service](#)
- [MyDeposits](#)
- [Tenancy Deposit Scheme](#)

Client money protection schemes

Your agent must protect money such as rent payments through membership of a government-approved client [money protection scheme](#).

Letting agent redress schemes

Every letting agent must belong to a government-approved redress scheme. Use the links below to find out which scheme your agent belongs to.

- [The Property Ombudsman](#)
- [Property Redress Scheme](#)

Homes (Fitness for Human Habitation) Act 2018

[Guide for tenants](#)

Help and advice

- [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities
- [Shelter](#) – housing and homelessness charity who offer advice and support
- [Crisis](#) – advice and support for people who are homeless or facing homelessness
- [Your local council](#) – to make a complaint about your landlord or the condition of your property
- Redress schemes – to make a complaint about your letting agent
- [MoneyHelper](#) – free and impartial money advice
- [The Law Society](#) – to find a lawyer
- [Gas Safe Register](#) – for help and advice on gas safety issues
- [Electrical Safety First](#) – for help and advice on electrical safety issues
- [Foundations](#) – a national organisation that can provide advice and help disabled people apply for funding to make adaptations to their home
- [Smart Energy GB](#) – for help and advice on installing a smart meter and tips on energy efficiency

Also in this series

The government's '[How to rent a safe home](#)' guide helps current and prospective tenants ensure that a rented property is safe to live in.

The government's '[How to let](#)' guide provides information for landlords and property agents about their rights and responsibilities when letting out property.

The government's '[How to lease](#)' guide helps current and prospective leaseholders understand their rights and responsibilities.

The government's '[How to buy a home](#)' guide provides information to home buyers.

The government's '[How to sell a home](#)' guide provides information to those looking to sell their home.

