

Assured Shorthold Tenancy Agreement

For letting residential dwelling house at:

1 Example Street, St Albans, AL1 3RR

Tenancy Reference: inst-765

Agreement Date: 01/10/2018

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is an assured shorthold tenancy within the meaning of the Housing Act 1988, as amended by the Housing Act 1996.

Date _____ (Date of Signing)

Landlord(s)

Mr Example Landlord
1 Example Landlord Road
St Albans
AL1 3RR

Note: Any notice under Section 48 of the Landlord and Tenant Act 1987 can be served on the Landlord at the address above (where the landlords' address is not based in the UK then the Tenant should serve such notice to 1 Hatfield Road, St Albans, Hertfordshire, England, AL1 3RR, Care of Mr Example Landlord). Please ensure that a copy of any notice served to the Landlord is also served to Let Me via email sent to stalbans@letmeproperties.co.uk.

Tenant(s)

Example Tenant 1 Hatfield Road St Albans AL1 3RR example@letmeproperties.co.uk 01727846361	Example Tenant 1 Hatfield Road St Albans AL1 3RR example@letmeproperties.co.uk 01727846361	Example Tenant 1 Hatfield Road St Albans AL1 3RR example@letmeproperties.co.uk 01727846361
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Note: If two or more persons are named above then their obligations to the Landlord shall be joint and several

VERY IMPORTANT: This Tenancy Agreement is conditional upon any current Tenants/Occupiers vacating the Property on the correct date before this Tenancy is due to begin. Should the current Tenants/Occupiers refuse to or fail to vacate the Property before the date this Tenancy is due to commence on, the Landlord will be unable to honour this Agreement, and this Agreement will be cancelled. This Agreement sets out the promises you make to the Landlord and the Landlord's Agents, and the promises the Landlord makes to you. These promises are legally binding once this Agreement is signed by both parties. You should read it very carefully and check that it contains everything you want and nothing that you are not prepared to agree with. Whilst every attempt has been made to compose this Agreement in easy to understand and plain language, it will contain some legal terms. If either party does not understand this Agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen's Advice Bureau, or Housing Advice Centre.

By signing this Tenancy Agreement you are consenting to receive communications and various notices from Let Me Ltd and Your Landlord by email and/or text message. Please review your contact information above, and ensure that it is correct, prior to giving your consent.

By agreeing to have your communications and notice(s) sent electronically and by text message, you also agree to notify Let Me Ltd immediately, in writing by mail or email to notice@letmeproperties.co.uk, of any change in your mobile phone number, email address, or any errors or complications relating to your electronic receipt or access to your email or text messages.

Property	<u>1 Example Street, St Albans, AL1 3RR</u>		
Contents	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory.		
Term	For the term of 12 months , commencing on 01/10/2018.		
Rent and Payment	From	To	Total Rent
	Start of Tenancy (01/10/2018)	31/10/2018	Payment of £2000.00 per calendar month
	01/11/2018	End of Tenancy (30/09/2019)	Payment of £2000.00 per calendar month

Where the tenancy begins on any day other than the 1st of the month, the Tenant agrees to pay the rent prorated from the 1st day of the tenancy until the end of the first month of the tenancy calculated as the monthly rent multiplied by 12, divided by 365, multiplied by the number of days. The Tenant agrees to then pay the full calendar months' rent from the 1st of the next month for each full month thereafter, and the prorated rent for the final month, if it is not a full calendar month, calculated as the monthly rent multiplied by 12, divided by 365, multiplied by the number of days. Prorated rent is calculated based on the annual daily rent (the monthly rent multiplied by 12 months, divided by 365 days). This usually means that a part payment of rent is due at the end of the first month of the tenancy to ensure that a full months rent is available to pay to the landlord at the start of the next month. We recommend using the following calculator to calculate the full payment schedule for the tenancy found at <http://prorate.letme.it/>

Deposit A deposit of £3,000.00 to be collected by the Landlord's Agent, held by the Landlord's Agent and protected by the Tenancy Deposit Scheme (TDS).

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable above
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way and at any time against payment of the Rent and that no interest shall be payable on this Deposit. See clause 5.9 for agreement to how the deposit deductions and returns will be handled.
- 2.1 The Tenant agrees that they will attend an Inventory Check-in and Check-out appointment that will be booked by the Landlord or the Landlords' Agent at the time and date that of the Landlords' choosing (which cannot be before the tenancy start date). The Tenant accepts that they will not have any access to the property before the Inventory Check-in Appointment and may not enter the property again at any time after the Inventory Check-out Appointment. The Tenant accepts that if they fail to attend the Check-in Appointment they must pay £100 + VAT for rescheduling the appointment and they will not be allowed to enter the property until a new check-in appointment has been booked in and carried out - even if the new appointment is some time in the future. The Tenant accepts that if they fail to move out of the property and prepare the property for the Check-out Appointment they must pay a charge of £100 + VAT to reschedule the appointment and will be charged double the daily rent per day until such time as they have completed vacated the property and had a new check-out appointment booked and carried out, including handing back all of the keys to the property. The Tenant accepts that any and all items left in or on the Property after the check-out appointment has begun is considered as rubbish that they no longer want and that they will pay the reasonable cost of removing and disposing of such items. The Tenant accepts all liability for any and all costs associated with their failure to vacate the property on or before the date that the notice served by the Tenant or the Landlord expires. This may include, but is not limited to, the costs associated with rescheduling any maintenance works, cleaning, or refurbishment at the property, housing or compensating the future prospective Tenant who is then unable to move in due to the Tenant's failure to vacate as arranged. If the Tenants have not arrived at the property more than 10 minutes after the Check-in or Check-out meeting start time, the Landlord or The Landlord's Agent may deem the Tenant to have not attended. In some circumstances, The Landlord may choose not to carry out an inventory check-in or check-out appointment, in this situation the Tenant will collect the key from the Landlord or the Landlords' Agents on the first day after the tenancy begins for checking-in or the last day of the tenancy for checking-out (where this date falls on a Sunday or a Bank Holiday, it will be the next working day after the tenancy start date or the last working day before the tenancy end date), via prior arrangement with the Landlords' Agent. In some circumstances the landlord may choose not to carry out an inventory check-in, in this situation the Tenants will collect the key from the Landlord or the Landlords' Agents on the first day of the tenancy.

3. The Tenant agrees with the Landlord:

- 3.1 To pay the rent, in full and on time, on the days and in the manner specified in this Agreement as shown in the above section "Rent and Payment" schedule. Where any payments are paid against a "Head Tenant" account with the Landlord or The Landlords' Agent, it is the "Head Tenant"'s responsibility to calculate and agree what share of each payment should be assigned to each co-tenant. Where there is any disagreement, it is the "Head Tenant"'s responsibility to calculate the discrepancy and to inform us of the changes they want us to make to their account and the accounts of any co-tenants.
- 3.2 To pay the cost of any bank or other charges incurred by the Landlord or The Landlords' Agent should any rent payment be dishonoured by the Tenant's bank, or any other bank or other charges related to payments made by or on behalf of the tenant, including but not limited to costs for receiving cheques, costs for receiving international transfers, costs for receiving cash.
- 3.3 To pay interest on rent or other charges paid late calculated on a daily basis from when the Rent or other charges became due until the date of payment at 6% above The Bank of England base rate. And to pay a fee of £40 + VAT applicable per week for any administration incurred by the Landlord's Agents in the process of dealing with any late payment of rent. The first fee will be applied from 00:00 on the day the Rent or other charges are due if full payment has not been received by the Landlord or the Landlords' Agent in cleared funds. These charges can be avoided by paying in full and on time.
- 3.4 To pay for the following services (where applicable) consumed on or supplied to the Property during the Term:-

Television Licence, Council Tax / Rates, Electricity, Gas, Telephone, Broadband, etc.

and not to do anything that may cause the disconnection of these services, and to pay the cost of any reconnection fees in this event.

- 3.5 Not to do damage or injure the Property or make any alteration in or addition to them including decorating or fixing items to walls without the prior written consent of the Landlord.
- 3.6 To deliver up the Property at the end of the Term in the same good and clean state of repair and condition as it was at the beginning of the Term and make good or pay for the repair of or replace all such items of the Contents as shall be broken, lost, damaged or destroyed during the tenancy (fair wear and tear and damage by accidental fire excepted).
- 3.7 To keep the Property in an absolutely smoke-free, clean and tidy condition, of complete repair, during the Term, including communal areas, windows and garden. Smoking is not permitted inside The Property or Indoor Communal Areas – any sign of effects from smoking in prohibited areas, noted throughout or at the end of the Term will be rectified as the Landlord or the Landlord's Agents see fit, with the full cost to be paid by The Tenant's, including any fees charged by the Landlord's Agents in accordance with section 3.23.
- 3.8 To keep the Property heated adequately in order to avoid damage by freezing conditions, and to keep the property sufficiently aired to avoid damage by condensation, damp, mould, or similar.
- 3.9 To leave the Contents at the end of the Tenancy in the same places in which they were positioned at the point the Tenants first took occupation of the Property, according to the Inventory.
- 3.10 Not to assign sublet or otherwise part with possession of the whole or part of the Property.
- 3.11 To use the Property as a single private dwelling and not to use it or any part of it for any other purpose including any business, illegal, or immoral purposes.
- 3.12 Not to do or permit or suffer to be done in or on the Property anything which may be a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining or nearby property or which may void any insurance of the Property or cause the premiums to increase. A fee of £40 + VAT may be charged by the Landlord's Agents to inform The Tenants of any complaints received against them, and for handling of any complaints caused due to the behaviour of The Tenants, their guests, or anyone or anything else that the Tenants are responsible for, subject always to it being proven that the Tenants have given cause to such complaint by breaching the law, or a material clause of this Agreement.
- 3.13 To permit the Landlord, the Landlord's Agents, or the Landlord's contractors, upon reasonable notice (24 hours – served by any means including in person, by email, by text message, or by phonecall to any tenant listed on the tenancy agreement) at reasonable hours (save in an emergency), to enter the Property to view the state and condition or to quote for or carry out works of maintenance or repair, with or without the Tenant being present. (Notice to enter may be served by Text Message or Email held on file for the Tenants in accordance with the terms set out in section 5.4 in this Agreement. It is hereby agreed that if a message is sent to the mobile number or email address the Landlords' Agent has on file for the Tenant, then the message is accepted as being received whether or not it has in fact been checked or delivered at all) [Access to the property may be with the keys at a time when the tenant is not present – The Landlord's agents do not agree to abide by specific times set by the Tenant for access, access will be gained as required after suitable notice has been given.]
- 3.14 To permit the Landlord or the Landlord's Agents upon reasonable notice (24 hours) at reasonable hours to enter the Property with prospective Tenants, purchases, surveyors, or local authority officers.

- 3.15 The Tenant agrees to neither keep any animals, birds, reptiles, or rodents (hereby known as "Pets") in or on the Property (which includes any part of the Property including the garden) nor to allow his/her invited guests or visitors to do so, unless stated otherwise in Section 8, "Special Conditions" of this agreement. Where Pets are permitted by the Landlord, or in breach of this clause, the Tenants are to be responsible for the reasonable costs or rectification of any damage caused to the Property. The Tenant must also have the Property fumigated by a company that is a member of either the BPCA or the National Pest Technicians Association and all carpets, curtains, and soft furnishings must be professionally steam cleaned. The Tenants must provide receipts to prove that this work was undertaken by the correct professionals and the work must be to a standard that is deemed at least satisfactory by the Landlord or Landlord's Agent.
- 3.16 Not to alter or change or install any locks in or about the Property without the prior written consent of the Landlord and to inform the Landlord of any alteration is made to the code of any burglar or fire alarm, and to provide the Landlord and the Landlord's Agents with sufficient duplicate copies (at least 3 and sometimes more) of each key for any new locks that are changed.
- 3.17 To fasten all locks to all doors and windows, fasten any and all gates and garages, and activate any burglar alarm whenever the Property is left unattended.
- 3.18 To forward any mail or official notice addressed to the Landlord or his Agent within 7 days to the address listed for the Landlord at the start of this Agreement. Unopened letters can be redirected by scratching out the property address, and writing the Landlord's address below or next to the property address, and posting the mail back through any Royal Mail Post Box. Alternatively items which cannot be redirected in this way, must be taken to the offices of the Landlord's Agents within 5 working days of being delivered to the Property.
- 3.19 To notify the Landlord if the Tenant intends to leave the Property vacant for a period in excess of 24 consecutive days. The Tenant shall be responsible for the cost and arranging of contractors or the Landlord's Agents to visit and check the property throughout any extended vacant period of 24 days or more, to ensure the property is regularly checked and inspected whilst vacant.
- 3.20 To give the Landlord at least two full months' written notice to end the tenancy at the end of the tenancy Term (as shown at the start of this agreement). Where neither of the parties serves the other two full months' written notice to end this Agreement, this Agreement will become a contractual periodic Tenancy and all other terms of this agreement shall remain in place.
- 3.21 To give the Landlord at least two month's notice, effective from the next rent due date, in writing if the Tenancy has continued as a periodic Tenancy. Should the Tenant provide less than Two Full month's notice, effective from the next rent due date, to the Landlord reserves the right to charge the full rent for the notice period.
- 3.22 To return the Property, appliances, carpets, fixtures and fittings, cleaned to a high professional standard at the point of check-out, as set forth in Section 3.6 above, and provide proof of professionally cleaning. The professional cleaning must be done to a standard that the independent inventory clerk and, or the Landlord's Agent is satisfied with. It is recommended that the Tenants employ the Landlord's Agents' recommended professional cleaners, to ensure the Property is returned with the correct standard of professional cleaning completed. The tenants agree to return all keys, key fobs, permits, or anything else for the Property at the checkout appointment or to the Landlord or his Agent on the last day of the Tenancy, and to follow the deposit return processes of the Landlord or Landlord's Agents, including providing forwarding addresses for all vacating Tenants along with the utility providers for the Property's details.
- 3.23 To follow all of the terms of this Tenancy Agreement exactly, failing so, The Landlord and/or the Landlord's Agents reserve the right to charge The Tenants reasonable costs and administration fees for informing The Tenants of any breaches and / or for putting right any results of breached clauses. (For example but not limited to: if The Tenants breach clause 3.8 regarding adequate airing of The Property they may be charged by The Landlord to repair any damaged caused and may be charged a reasonable fee by the Landlord's Agents for arranging said repair.)
- 3.24 To pay the Tenant fees as detailed on (<http://letmeproperties.co.uk/Tenant-admin-fees/>) which currently amount to: £60 + VAT to renew a Tenancy for 12 months or more, £120 + VAT to renew a Tenancy for less than 12 months, £120 + VAT to change major details for any Tenancy, such as adding a new party to the Tenancy Agreement, or removing one of the Tenants from the Tenancy Agreement. (Where a new party is added, or an existing party is removed, prior consent from the Landlord is required, and the Tenants may be required to complete referencing and credit checking again at a cost of £110 + VAT per person.) Starting from £40 + VAT for any letters required, these may include, but are not limited to: Complaint Letters to you about your actions as detailed above, letters confirming details of property suitability for immigration authorities, reference letters for mortgage providers, etc. Fees are subject to change, without notice, and will be listed on <http://letmeproperties.co.uk/Tenant-admin-fees/>.
- 3.25 To fully release the Landlord and the Landlord's Agents from any and all liability and ultimate responsibility for any and all outcomes, including but not limited to, any loss or injury caused by any part of the property, the fittings, fixtures, or appliances of the property, any contractors working at the Property, any staff of the Landlord's Agents and/or any other way in which liability may have become due.

- 3.26 To provide proof of adequate insurance to cover any accidental damage to the Landlords fixtures and fittings before the commencement of the tenancy. Please provide this at least 1 working day before your check-in appointment. The Landlord and the Landlords' Agents do not offer any cover for the Tenant's personal belongings, therefore, we would also strongly advise that you take out adequate insurance to cover your own possessions, however, personal contents cover is not a contractual requirement of this agreement. If you do not already have adequate insurance cover in place, then we recommend visiting <http://tenant-insurance.letme.it/> to receive a quote from HomeLet, our recommended provider. Should you wish to obtain insurance from another provider please ensure that it includes at least £10,000 of "tenant liability" to cover you for accidental damage to your landlord's furniture or fixtures and fittings.
- 3.27 The Tenants hereby agree that any open Fireplaces (if any) are for ornamental purpose only, and should never be used. In breach of this clause, the Tenants are to be responsible for the reasonable costs or rectification of any damage caused to the Property, including but not limited to replacing any and all soft furnishings or any other items damaged by smoke or fire, due to the use of any Fireplaces.
- 3.28 The Tenants hereby agree that they will not tamper with, or install any new, gas fittings or appliances. In breach of this clause, the Tenants are to be responsible for the reasonable costs or rectification of any damage caused to the Property, including but not limited to replacing the Landlords' Gas Safety Certificate (CP12).
- 3.29 The Tenants hereby agree to notify the local council and all utility providers of their details and opening meter readings within the first week of the tenancy, and to close their account with the closing meter readings within the first week after the end of the tenancy. Meter readings will be taken at the Check-in and Check-out appointments - if the Landlord has chosen not to use an independent inventory clerk, then they will most likely meet the Tenants at the property to check them in, and check them out.
- 3.30 The tenants hereby agree not to allow a key or card meter, or any non-traditional meter to be installed without prior written consent from the Landlord or the Landlord's Agents. The Landlord or his agent reserve the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 3.31 The tenants hereby agree not to dig up, remove, or damage any trees, shrubs, bushes, timber, grass, or plants in the garden (if any), and to suitably maintain the garden (if any) including keeping free from weeds, trimming bushes and hedges, and cutting the grass. This shall include keeping any patio areas or paths (front, back, and sides) free from weeds, moss, and other obstructions, marks, or growths.
- 3.32 To permit the Landlord or the Landlord's Agents to display a Letting or Sales Estate Agent Board at the property at any point throughout the tenancy, and in some circumstances to allow the Landlord or Landlord's Agents to display a Letting or Sales Estate Agent Board at the property, where the Landlord or the Landlords' Agents deem necessary.
- 3.33 To agree an appointment time on or before the final date of the tenancy to meet the inventory clerk at the Property, with the Property 100% ready to hand back, at the start of the agreed appointment time for the check-out appointment. Once the check-out appointment has begun - no further cleaning, removals, or any other repair works may be carried out by the Tenants - the Property and keys will be "handed back" at this appointment and any items left in the property after the start time of the appointment are to be considered as abandoned by the Tenant and no longer wanted. These items (if any) will be disposed of and the reasonable cost will be paid by the Tenant. If the Tenants cannot be present for the check-out appointment, they must make arrangements with the Landlord's Agents well before the check-out appointment so that the clerk can enter the Property with the Agents' keys. If the Tenants are not present at the check-out appointment, they must prepare the Property to hand back before the appointment and must return all keys, key fobs, permits, and other items due for return in a sealed envelope to the Landlords' Agents' office at least 1 working day before the appointment. Where the final day of the tenancy falls on a Sunday or Bank Holiday (in in some rare circumstances, on a day when the inventory clerk is unavailable), the Tenants hereby agree that they will vacate and hand back the Property on the nearest working day before, or earlier (if agreed with the Landlord's Agents). The rent will be due until at least the final date of the tenancy, regardless of whether or not the check-out is carried out earlier than this.
- 3.34 To never use or keep within the property any portable electrical heaters, with the exception of oil filled radiators (this is to comply with local regulations and best practice fire safety advice).
- 3.35 **Purpose of the Deposit**
The Deposit has been taken for the following purposes:
- 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.
 - The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
 - Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.

- Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy

3.36 **Joint tenant consent to adjudication and deposit deductions**

There being multiple tenants, each of them agrees with the other(s) that any one of them (usually the head tenant) may consent on behalf of all the others to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy and/or may represent all other(s) with regards to tenancy deposit deductions, agreeing to the total deposit deductions.

4. The Landlord agrees with the Tenant as follows:

4.1 To pay for all assessments and outgoing in respect of the Property (other than those mentioned in 3.4 above, or any services belonging to the Tenants) and keep in repair the structure and exterior of the Property and to keep in good repair and proper working order the installations for the supply of water, gas and electricity and the installation in the Property for space heating or heating water as required by Section 11 of the Landlord and Tenant Act 1985.

4.2 That the Tenant paying the Rent and performing the Agreements on the part of the Tenant may quietly possess and enjoy the Property during the Term without any unlawful interruption from the Landlord or his Agent.

4.3 To pay for the following services (where applicable) consumed on or supplied to the Property during the Term :

Water,

5. The Landlord and the Tenant agree:

5.1 Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the property as his or her main home or intends to occupy the Property as his or her only or main home.

5.2 The Tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2, of the Housing Act 1988.

5.3 Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by standard first or second class post to the Tenant at the Property or the last known address of the Tenant or left at the Property addressed to the Tenant.

5.4 Any notice served by the Landlord or the Landlord's Agent on the Tenant shall be sufficiently served if sent by email to the Tenant to the email address given by the Tenant when applying for the Tenancy. If the Tenants change their email address they must send their new email address in writing to the Landlord and the Landlord's Agents immediately.

5.5 The Landlord may re-enter the Property and immediately thereupon the Tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligations in this Agreement or should the Rent be in arrears by more than fourteen days (whether legally demanded or not).

5.6 The Landlord and the Tenant agrees that at the end of this Agreement both parties will be reasonable in agreeing whether any Deposit deductions are due, and to what value those deductions should be.

5.7 Should the Tenant wish to end this Agreement before the end of the term certain (the fixed end date), the Tenant may request permission from the Landlord to instruct the Landlord's Agents to begin advertising the Property to the open market in the hope that a suitable replacement Tenant may be found. Should the Landlord and the Landlord's Agent accept this request, the Tenant will be responsible for all costs relating to finding replacement Tenants including but not limited to: Agents fees of 1 Months Rent + VAT (Minimum £600 + VAT), the costs incurred by the Landlord due to the early change in Tenants: £50 + VAT Deposit Protection Fee, £160 + VAT Inventory Fees, and any other fees, including cleaning costs if required to prepare the property for the replacement Tenant. Until a new replacement Tenant is found, and has moved in, or if the Landlord or the Landlord's Agents do not accept this request, the Tenants remain completely liable for all costs and terms of this Agreement, including but not limited to all Rent, Council Tax, Utility Costs, etc

5.8 It is hereby agreed that the rent shall increase every 12 months, usually at the renewal stage, the increase shall be calculated according to the rise in the Retail Price Index most recently published at the time the renewal takes place. The increase shall not be less than 3% or more than 8% of the existing annual rent or any other rent agreed between the two parties.

- 5.9 It is hereby agreed that at the end of the tenancy, the Tenant agrees to close all utility accounts and the council tax account for the property before requesting the tenancy deposit refund. The Tenants agree that the head tenant will formally request the tenancy deposit repayment by completing the online form shown at <http://deposit.letme.it/> within 1 month of the tenancy end date, where the deposit is held by Let Me, or by email directly to the Landlord where the deposit is held by the Landlord. Should the tenants fail to officially request the deposit repayment within 3 months of the tenancy end date, the tenants accept that the deposit deductions will be decided by the Landlords' Agent and any refund will be paid to the account details held on file for the head tenant (if any) without dispute from the Tenants. The Tenants hereby agree and accept that after this tenancy ends (where it is not renewed) the Landlord and/or the Landlords' Agents will arrange any works that they deem required at the property to bring the property up to the desired standard without consulting the Tenants, and the tenants Deposit will be used to pay the reasonable cost of any such works without the Tenants' prior agreement. The Tenants accept that they will not be given any opportunity to complete any required works themselves. This is due to the logistics of the property needing to be brought into the desired standard as soon as possible after the Tenancy ends. If the Tenants wish to control any works required to bring the property back to the same or better standard as it was in when they first received the property, they should arrange these works before their tenancy check-out appointment. The inventory check-in report should be used as a guide to the condition that the Landlord will expect the property to be returned in. The tenants can request a copy of this by email at any point throughout the tenancy, as long as an inventory check-in report has been created.
- 5.10 It is hereby agreed that if any of the terms in this Agreement are deemed unfair or unenforceable by a court of law or similar authority, that the remainder of this Agreement shall remain true and enforceable in entirety with only the parts deemed unenforceable removed.

6. Costs of Recovery

It is hereby agreed that if the Tenant fails to pay any monies (rent, charges, fees, and/or otherwise) owed, in the correct time-scale, to the Landlord, the Landlords' Agents, or any of the Landlords' / Landlords' Agents' Contractors that the Tenants shall pay the Landlord / Landlords' Agent for all costs incurred by the Landlord / Landlords' Agents in the recovery of any monies owed by the Tenants to the Landlord and/or Landlords' Agents under this Agreement, including recovery agent costs, repossession costs, location search costs, process server costs, administration costs, and solicitor costs on a solicitor/client basis.

7. Jurisdiction

It is hereby agreed that this Agreement is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.

8. Special Conditions

8.1) - SPECIAL CONDITIONS AGREED WITH THE LANDLORD WILL BE INSERTED HERE (you will need to request these special conditions when making your offer for the property - or sometimes, there may be special conditions that the landlord has already asked for which will be displayed on our property advert already)

8.2) - Second Special Condition Here

By signing this agreement I give my express consent for you to collect, process, share, and store my data in accordance with your data protection and privacy policy found at <https://letmeproperties.co.uk/data-protection-policy/>

SIGNATURES

SIGNED by the Landlord or an authorised person of Let Me Properties as Agent for the Landlord

Agent or Landlord Sign Here

Date: _____ (Date of Signing)

(1) **SIGNED** by Example Tenant (The Tenant - Head Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

(2) **SIGNED** by Example Tenant (The Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

(3) **SIGNED** by Example Tenant (The Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

(4) **SIGNED** by Example Tenant (The Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

(5) **SIGNED** by Example Tenant (The Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

(6) **SIGNED** by Example Tenant (The Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

Annex A to Tenancy Agreement

for 1 Example Street, St Albans, AL1 3RR

LANDLORD AGENT

Name: Let Me Properties

Address: 1 Hatfield Road, St Albans, Hertfordshire, England, AL1 3RR

Telephone Number: 01727 846361

Email: stalbans@letmeproperties.co.uk

TENANT(S)

Example Tenant 1 Hatfield Road St Albans AL1 3RR example@letmeproperties.co.uk 01727846361	Example Tenant 1 Hatfield Road St Albans AL1 3RR example@letmeproperties.co.uk 01727846361	Example Tenant 1 Hatfield Road St Albans AL1 3RR example@letmeproperties.co.uk 01727846361
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ADDRESS FOR CONTACTING YOU AFTER THIS TENANCY

Name: _____

Address: _____

Telephone Number: _____

TENANCY DEPOSIT SCHEME

This information is prescribed under the Housing Act 2004. That means that the parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A1 Address of the property/premises to which the tenancy relates:

1 Example Street, St Albans, AL1 3RR

Details of the deposit holder(s)

A2 Name(s):

Let Me Properties

A3 Actual address of the Deposit Holder:

1 Hatfield Road, St Albans, Hertfordshire, England, AL1 3RR

A4 E mail address of the Deposit Holder (if applicable):

stalbans@letmeproperties.co.uk

A5 Telephone number of the Deposit Holder:

01727 846361

A6 Fax number (if applicable):

Details of tenant(s)

A7 Name(s):

Example Tenant, Example Tenant, Example Tenant, Example Tenant, Example Tenant, Example Tenant,

A8 Address for contact after the Tenancy ends (if known):

.....

A9 E mail address for Tenant (if applicable):

Example Tenant: example@letmeproperties.co.uk
Example Tenant: example@letmeproperties.co.uk

A10 Mobile/Telephone number:

Example Tenant: 01727846361
Example Tenant: 01727846361

A11 Fax number (if applicable)

Example Tenant:
Example Tenant:
Example Tenant:
Example Tenant:
Example Tenant:
Example Tenant:

The deposit

- A12 The deposit is £3,000.00
- A13 The holder of the Deposit will register the Deposit with, and provide other required information to, the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.
- A14 A leaflet entitled *What is the Tenancy Deposit Scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Let Me Properties

At the end of the tenancy

- A15 The deposit will be released following the procedures set out in clauses 2(g) of the Tenancy Agreement attached.
- A16 Deductions may be made from the Deposit according to clauses 2(e)(1) to 2(e)(4) of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement
- A17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the Tenancy Deposit Scheme?*, which is attached to this document. More detailed information is available on: www.tds.gb.com.
- A18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:
- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
 - determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do
 - allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".
- A19 A formal record of these activities should be made, supported by appropriate documentation.
- A20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.
- A21 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent (delete if landlord) and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Tenancy Deposit Scheme

PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

phone 0845 226 7837
web www.tds.gb.com
email deposits@tds.gb.com
fax 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

B1. The tenancy deposit

The Deposit of £3,000.00 is paid by the Tenant to the Landlord/Agent. The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

B2. Any interest earned will belong to the Agent.

B3 Purpose of the deposit

- 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.
- The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant’s obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property/premises for which the tenant is liable
- Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

B4. At the end of the tenancy

- B4.1 The Agent/Member must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.
- B4.2 If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- B4.3 The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The period may not be reduced to less than 14 days. The Independent Case Examiner (“ICE”) may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- B4.4 If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- B4.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.

SIGNED by the Landlord or an authorised person of Let Me Properties as agent for the Landlord

Agent or Landlord Sign Here

(1) **SIGNED** by Example Tenant (The Tenant - Head Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

(2) **SIGNED** by Example Tenant (The Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

(3) **SIGNED** by Example Tenant (The Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

(4) **SIGNED** by Example Tenant (The Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

(5) **SIGNED** by Example Tenant (The Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

(6) **SIGNED** by Example Tenant (The Tenant)

Example Tenant Sign Here

Date: _____ (Date of Signing)

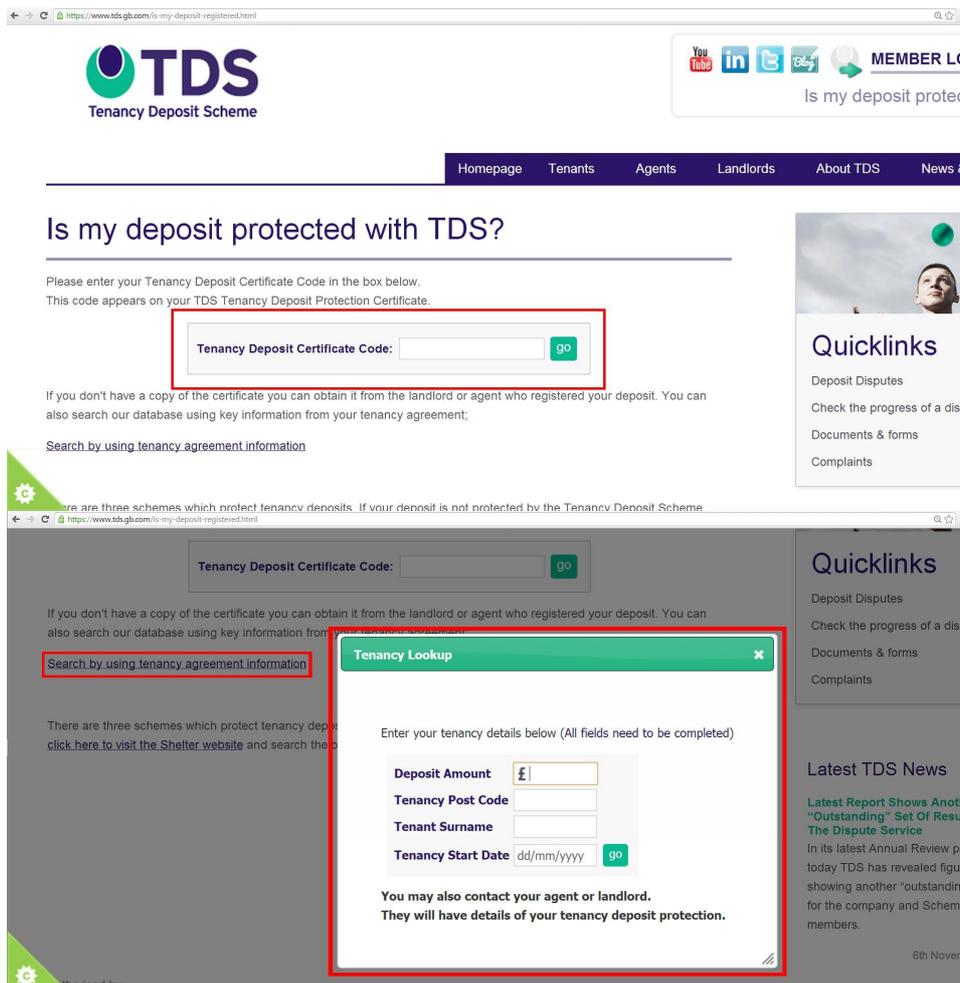


1 Hatfield Road,
St Albans,
AL1 3RR
01727 846361

office@letmeproperties.co.uk
Let Me Ltd (06620507) T/A "Let Me Properties" since 2008

Your Deposit

Your deposit is registered with the Tenancy Deposit Scheme (TDS.) To download a copy of your deposit protection certificate, please visit www.thedisputeservice.co.uk and enter the following details into the search form. Please be advised, it can take up to 30 days after payment for your deposit to be registered.



Deposit Amount: £3,000.00
Tenancy Address: 1 Example Street, St Albans, AL1 3RR
Tenant Surname: Tenant
Tenancy Start Date: 01/10/2018

When you have logged in you will be able to download your tenancy code and a copy of the registration certificate.



BANK STANDING ORDER MANDATE - Example Tenant

This is an instruction from the tenant to their bank to pay money to the Beneficiary detailed below. This form should be completed and signed by the tenant.

PLEASE TAKE THIS STANDING ORDER TO YOUR BANK AND ASK THEM TO IMPLAMENT IT - OR SET UP YOUR OWN STANDING ORDER - Thank you.

To: (Please insert full bank address including POSTCODE)

BANK PLEASE READ
PLEASE AMEND ANY EXISTING INSTRUCTION FROM THE NEXT PAYMENT WITH THIS REFERENCE AND DATE RANGE TO THIS BENEFICIARY (PLEASE ENSURE THAT THERE IS ONLY ONE ACTIVE STANDING ORDER)

ACCOUNT TO BE DEBITED	BENEFICIARY DETAILS
SORT CODE:	BANK: Barclays
ACCOUNT NUMBER:	BRANCH DETAILS: 18 St Peters Street, AL1 3NA
ACCOUNT NAME: (Usually your name)	SORT CODE: 20-74-09
ROLL NO: (Building Societies ONLY)	ACCOUNT NUMBER: 73997510
	ACCOUNT NAME: Let Me Ltd Client Account
	REFERENCE: Example Tenant 1 Example Street
	Bank - please reference each STO with the house reference

PAYMENT DETAILS

- Payment of £2000.00 per calendar month. First payment due 29/10/2018, last payment due 29/08/2019
-

CUSTOMER SIGNATURE:

X

Date:

CUSTOMER CONTACT TELEPHONE NUMBER(S): 01727846361,

CUSTOMER ADDRESS:

1 Hatfield Road
St Albans

United Kingdom
AL1 3RR