LO TDS Insured - Deposit held with Acorn 04-11-2022

This document has been signed electronically.

This document has been signed electronically using SignatureSense - the online document signing service.

A record of each signature applied to this document can be found in the "Signature Log" below.

Signature Log

The following parties have read and confirmed their agreement to the contents of this document.

Mrs Victoria Suzanne Burton, Landlord

Date Agreed: 04-11-2022 17:44:18
Logged IP Address: 85.255.234.119
Signature Reference: BFF57DCC-8086-4706-A5A9-9EE895315C53

Mr David Andrew Burton, Landlord

Date Agreed: 04-11-2022 17:35:33
Logged IP Address: 85.255.236.145
Signature Reference: 81D9E032-7EDD-47BB-9641-042184969D94

Mr Asim Erturk, Tenant

Date Agreed: 05-11-2022 15:29:03
Logged IP Address: 85.255.237.170
Signature Reference: 742FA2BF-78FC-4CE6-A630-2232E63F870E

Mrs Melek Erturk, Tenant

Date Agreed: 05-11-2022 15:26:48
Logged IP Address: 31.143.23.232
Signature Reference: 354FD72B-1BDA-4F1A-9229-D48571CCD0E9

Document Execution

SignatureSense bears witness to the execution of this document.

A secure version of this document is stored with SignatureSense.

Access to this document has been provided to all parties above.

ASSURED SHORTHOLD TENANCY AGREEMENT

(Agreement to be used where the Deposit is registered with the Tenancy Deposit Scheme ("TDS") insured scheme)

IMPORTANT GUIDANCE NOTES FOR TENANTS

This is an important document as it will govern your relationship both with the Landlord of the property and with the Agent for the whole of the time that you are actually in residence. As such you should read this document through carefully and raise any queries with the Agent who gave you this Tenancy Agreement.

At the same time, please be aware that you have the right to seek independent advice if you wish either from a solicitor or other advice agency.

As well as the Tenancy Agreement, you may be asked to sign a Schedule of Condition which will list the condition of the Landlord's fixtures and fittings and any other items which the Landlord provides for your use during the Tenancy. You will also be given copies of the following documents, receipt of which is acknowledged on the final page of the Agreement itself:

- "How to Rent Guide" produced by HM Government (England only)
- Energy Performance Certificate (EPC) for your property
- A current Gas Safety Certificate for your property—if there is a gas supply
- The Electrical installation Condition Report (EICR) for your property
- Details of the scheme with which your deposit will be registered including details as to how you will recover your deposit on your departure
- A check-list of the key deposit registration information generally described as 'Prescribed Information' (to be provided within 30 days of paying your security Deposit)

If any of these documents are missing when you come to sign your Agreement, please speak with the Agent as these documents are as important as the Tenancy Agreement itself.

DAB Vsk AE ME

CONTENTS

Summary and definitions 3-4

Main terms of the agreement 5-7

Tenant's obligations 8-15

Landlord's obligations 15-16

Mutual obligations 16-18

Signatures 19

TDS Prescribed Information

TDS Insured Advisory Leaflet

DAB Vsh AE ME

SUMMARY OF AGREEMENT

Landlord(s)	Victoria Suzanne Burton & David Andrew Burton
Tenant(s)	Asim Erturk & Melek Erturk
Permitted Occupiers	
Guarantor(s)	
Premises	30 Old London Road, Badgers Mount, Sevenoaks, Kent, TN14 7AE
Rent	£2900.00
Rent due date	05th day of each month
Deposit Amount	£3346.15
Deposit Scheme Type	Insured
Commencement date	05th November 2022
Expiry date	04th November 2023
Break clause	YES (Refer to clause 10.9.5)

DAB Vsk AE ME

DEFINITIONS

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)
The Agreement	References to "Agreement" or "the Agreement" are to this tenancy agreement.
Fixtures and Fittings	References to the "Fixtures and Fittings" means 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.
The Term / the Tenancy	References to "the Term" or "the Tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
Water charges	References in this Agreement to "water charges" include references to sewerage and environmental service charges.
Deposit	The "Deposit" or "Cash 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.
The Deposit Holder	"The Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit, and is a member of the Tenancy Deposit Scheme ("TDS Insured") operated by The Dispute Service (TDS), one of the organisations authorised to register Deposits under the Housing Act 2004.
Stakeholder	Where the Deposit is held as "Stakeholder" no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from TDS.
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.
Landlord	The expression 'Landlord' shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.
The Landlord's Agent / Agent	"The Landlord's Agent" or "Agent" means Acorn Property Management, registered office at 9 St Mark's Road, Bromley, Kent BR2 9HG.
Insurable Risks	"Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.
Inventory and Schedule of Condition	"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.
The Communal Parts	The parts of the Premises which the Landlord has agreed can be used by the Tenant on a shared basis with any other occupiers of the Premises.
The Tenant	"The Tenant" includes anyone to whom the Tenancy has been lawfully transferred.

Guarantor	Any person(s) who has agreed to meet all the Tenant's responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement.
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.
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 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.
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.
TDS	"TDS" means the Tenancy Deposit Scheme operated by The Dispute Service Ltd as detailed in the Prescribed Information attached to this Agreement.
	The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.

DAB Vsh AE ME

ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement is made on the Executed 05 November 2022 08:35:24

Between:

Victoria Suzanne Burton & David Andrew Burton
of 2b New Beacons Bungalows, Brittains Lane, Sevenoaks, TN13 2PB

"The Landlord"

and

Asim Erturk & Melek Erturk
of 704, Judde House, Duke Of Wellington Avenue, Woolwich, SE18 6DP

"The Tenant"

IT IS AGREED AS FOLLOWS:

1 The Landlord lets to the Tenant the residential premises known as: 30 Old London Road, Badgers Mount, Sevenoaks, Kent, TN14 7AE ("the Premises").

2 The Tenancy shall be from and including the 05th day of November 2022 ("the Commencement Date") to and including the 04th day of November 2023 and thereafter from month to month and until terminated by either party serving a notice on the other in accordance with this Agreement ("the Expiration Date"), "the Term". If applicable, any break clause agreed between the parties is set out in clause 10.9.5 of this Agreement.

The Rent

2.1 The Rent is £2900 per calendar month ("the Rent").

2.2 The Tenant shall pay to the Landlord or the Agent six instances of the calendar monthly rent in advance 6 x £2900 = £17,400. Thereafter, payments of £2900 shall be made in advance on the 5th day of each month.

Bank: HSBC
Sort Code: 40 35 30
Account Number: 01612964
Reference: Property Address

Payable in advance on the 05th day of each month during the Term ("the Due Date"), the first such payment to be made on the signing of this Agreement in the amount of £2900.00 for the period from the Commencement Date of this Agreement with the next Due Date being 05th May 2023 and monthly on the Due Date thereafter.

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 for by virtue of Section 21 of that Act.

5 Where the Tenancy shall include the Landlord's fixtures and fittings ("the Fixtures and Fittings") in the Premises this includes, amongst other things, all matters specified in the Schedule of Condition ("the Inventory and Schedule of Condition").

DAB Vsk AE ME

6 In the event of a default by the Tenant(s) 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.

7 Deposit

7.1 The sum of £3346.15 shall be paid by the Tenant to the Landlord or their Agent by way of a security deposit ("the Deposit or Cash Deposit").

7.2 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 7.1 above

7.2.1 The Deposit will be held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme ("TDS Insured") operated by The Dispute Service ("TDS").

7.3 The Landlord's Agent will protect the Deposit within thirty 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.

7.4 Any interest earned on the holding of the Deposit will belong to the Landlord's Agent as Stakeholder.

7.5 The Deposit has been taken for the following purposes:

7.5.1 Any fees or other monies that the Landlord or the Agent is entitled to recover from the Tenant.

7.5.2 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 the Agent is entitled to recover from the Tenant.

7.5.3 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.

7.5.4 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.

7.5.5 Any unpaid accounts for utilities including any billing agent for heat and energy systems 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.

7.6 Protection of the Deposit

Tenancy Deposit Scheme
The Dispute Service Ltd
West Wing, First Floor,
The Maylands Building
200 Maylands Avenue

Hemel Hempstead
HP2 7TG
Phone: 0300 037 1000 / 0300 037 1001
Email: info@tenancydepositscheme.com
Website: www.tenancydepositscheme.com

7.7 At the end of the Tenancy:

7.7.1 The Landlord or the Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

7.7.2 If there is no dispute the Landlord or the 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 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

7.7.3 In the event of multiple tenants comprising the Tenant, each of them agreed with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through the Tenancy Deposit Scheme to deal with any dispute about the Deposit at the end of the tenancy. All parties agree to co-operate with the adjudication process.

7.7.4 If, after 10 working days following notification of a dispute to the Landlord or the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.7.5 below) be submitted to the TDS for adjudication. All parties agree to cooperate with the adjudication process.

7.7.5 The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 7.7.4 above.

7.8 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 new Landlord must provide confirmation that the Deposit continues to be protected.

7.9 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".

7.10 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 from any further liability in respect of the amount so repaid.

7.11 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 14 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. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. 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.

7.11.1 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 or 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.

DAB Vsh AE ME

8 The Tenant agrees with the Landlord as follows:

8.1 Rent

8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3.

8.1.2 To pay the Landlord or Agent 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 more than 14 days after the day on which it became due.

8.1.3 If the Tenant vacates the Premises during the Term of the Tenancy, apart from according to any agreed break clause within this Agreement, the Tenant shall pay the rent and any other monies payable under this Agreement until the Term expires; or until the start date of a replacement Tenancy. Where the Premises are re-let by the Landlord, the Tenant shall be liable for the Landlord's costs in re-letting the Premises such costs to be no more than the maximum amount of rent outstanding on the Tenancy.

8.2 Conditions of Premises, Repair and Cleaning

8.2.1 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 (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

8.2.2 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.

8.2.3 To make good all damages, breakages, and losses to the Premises and its 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).

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

8.2.5 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.

8.2.6 To notify the Landlord 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.

8.2.7 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.

DAB Vsk AE ME

8.2.8 To keep the windows of the Premises clean.

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

8.2.10 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within one month prior to the termination of the tenancy.

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

8.2.12 (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.

8.2.13 (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.

8.2.14 (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.

8.2.15 (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.

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

8.3 Access and Inspection

8.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.

8.3.2 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.

8.3.3 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.

8.4 Insurance

8.4.1 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.

8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or

DAB Vsk AE ME

other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.

8.4.3 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.

8.5 Assignment

8.5.1 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.

8.6 Illegal, Immoral Usage

8.6.1 Not to use the Premises for any illegal, immoral or improper use.

8.6.2 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.

8.7 Inflammable Substances and Equipment

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

8.7.2 Not to use or allow others to use a barbeque on any balcony forming part of the Premises (if any) or in any areas used in common with other occupiers (if any) otherwise than in such place as the Landlord may designate.

8.8 Nuisance and Noise

8.8.1 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.

8.9 Utilities

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

8.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises including any billing agent for heat and energy systems (if applicable) and for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.

8.9.3 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.

8.9.4 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 Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his 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 today's date.

8.9.5 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.

8.9.6 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.

8.10 Animals and Pets

8.10.1 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 or delayed. 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.

8.10.2 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.

8.11 Usage

8.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

8.12 Locks

8.12.1 Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.

8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agents published scale of fees.

8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

8.12.4 Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that maybe incurred.

8.13 Fixtures and Fittings

8.13.1 Not to remove any of the Fixtures and Fittings from the Premises 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.

8.13.2 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.

8.14 Alterations and Redecoration

8.14.1 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.

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

8.15 Empty Premises

8.15.1 Before leaving the Premises vacant for any continuous period of 21 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.

8.15.2 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 Landlord, such consent not to be unreasonably withheld.

8.15.3 If the Premises are vacant for a period of over two weeks, the Tenant should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

8.16 Drains

8.16.1 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.

8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

8.16.3 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.

8.17 Affixation of Items

8.17.1 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.

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

8.18 Washing

8.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

8.19 Costs and Charges

8.19.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.

8.19.2 To indemnify the Landlord in respect of any legal costs and expenses (including VAT) properly incurred in enforcing this Agreement or any part thereof and which arises from a breach of its terms by the Tenant.

8.19.3 To indemnify the Landlord 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.

8.19.4 To indemnify the Landlord for the cost of any repairs to any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, their family, their contractor or their visitors.

8.19.5 To pay any reasonable amount incurred by the Landlord to which the Landlord is reasonably entitled to or seeking compensation for in remedying any breach of this Agreement by the Tenant within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.

8.20 Refuse

8.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

8.20.2 To pay the reasonable costs incurred by the Landlord or Agent as a result of any non-compliance of the obligations under this Agreement by the Tenant, a family member or visitor, relating to the disposal of rubbish.

8.21 Smoking

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

8.22 Garden

8.22.1 To keep the garden (if any) in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

8.23 Inventory or Schedule of Condition

8.23.1 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. Should the Landlord or his Agent fail to attend such appointment, the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

8.23.2 The Tenant agrees that the inventory or schedule of condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy if a signed copy with any amendments or alterations is not returned to the Landlord or the Agent within seven days of the inventory or schedule of condition being given to the Tenant.

8.23.3 The Tenant agrees to clean the Premises to a professional standard throughout at the end or sooner determination of the Tenancy to include all cupboards and kitchen units inside and out, white goods and sanitary ware.

8.24 Notices

8.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

8.25 Headlease

8.25.1 If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the head lease) as set out in the head lease of the Premises a copy of which has been provided to the Tenant prior to the date of this Tenancy.

8.26 Smoke and carbon monoxide Alarms

8.26.1 To keep all smoke and carbon monoxide alarms in good working order and in particular to replace all batteries as and when necessary and to check the alarms monthly to ensure that they work.

8.26.2 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.

8.27 Burglar Alarms

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

DAB Vsk AE ME

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

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

8.28 Immigration Act

8.28.1 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.

8.28.2 To agree that all persons named as the Tenant or who reside at the Premises as an occupier whether named in the Agreement or not must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Premises either before or during the Tenancy. To avoid doubt if any person forming the Tenant or the occupier fails to comply with this obligation the Landlord has the right to take any necessary legal action to have the Tenant or occupier evicted from the Premises.

9 The Landlord agrees with the Tenant as follows:

9.1 Quiet Enjoyment

9.1.1 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.

9.2 Insurance

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

9.3 Interest and Consents

9.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

9.4 Repair

9.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

9.5 Safety Regulations

9.5.1 The furniture and equipment within the Premises complies with the Furniture and

Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993

9.5.2 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.

9.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this Agreement.

9.5.4 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

9.6 Legionella

9.6.1 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

10 It is mutually agreed as follows:

10.1 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).

10.2 Rent Review

10.2.1 It is agreed that the rent as defined in this Agreement will be reviewed in an upwards only fashion on the anniversary of this Tenancy and upon each subsequent anniversary in line with the Retail Price Index (RPI) increases for the previous 12 months and subject to a minimum of 3% and a maximum of 8%.

10.3 Repair

10.3.1 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 Landlords responsibility, except in the case of an emergency.

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

10.4 Reimbursement

10.4.1 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 7.5 hereof at the end of the Tenancy.

10.5 Data Protection and Confidentiality

10.5.1 The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the Data Protection Act 2018. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at: http://www.acorngroup.co.uk/documents/privacypolicy.pdf

10.6 Council Tax

10.6.1 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.

10.7 Forfeiture

10.7.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days 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.

10.8 Interruptions to the Tenancy

10.8.1 If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Premises are reinstated and rendered habitable; unless insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.

10.8.2 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.

10.9 Notices

10.9.1 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 is **2b New Beacons Bungalows, Brittains Lane, Sevenoaks, TN13 2PB.**

10.9.2 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

DAB Vsk AE ME

authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

10.9.3 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: **Asim@londonist.co.uk, melekerturk23@outlook.com,**

The Tenant may also serve notice by email to the following email address which the Landlord or the Agent has confirmed as being their own victap60@hotmail.com

Both the Tenant and the Agent and the 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.

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.

10.9.4 At the end of the Term as specified in clause 2 hereof, and no further Tenancy has been entered into by the parties, 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 shall, 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 not less than one month after service of the same on the Landlord.

10.9.5 The Landlord or the Tenant may end this Agreement before the Tenancy end date. The terminating party must give notice in writing to the other party specifying the termination date which must be at least two calendar months' after the date of service of the notice and not to be given until at least four calendar months after the Commencement Date specified in clause 2 of this Agreement.

10.10 Jurisdiction

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

10.11 Documentation

10.11.1 The Tenant acknowledges receipt of the documents listed in the Guidance Notes for Tenants attached to this Agreement.

SIGNATURES TO THE AGREEMENT

Do not sign this Agreement if you do not want to be bound by it

SIGNED *Victoria Suzanne Burton, 04 Nov 22*

David Andrew Burton, 04 Nov 22

By, or for and on behalf of, the Landlord

SIGNED *Asim Erturk, 05 Nov 22*

First Tenant

SIGNED *Melek Erturk, 05 Nov 22*

Second Tenant

SIGNED

Third Tenant

SIGNED

Fourth Tenant

SIGNED

Fifth Tenant

SIGNED

Sixth Tenant

SIGNED

First Guarantor

SIGNED

Second Guarantor

SIGNED

Third Guarantor

SIGNED

Fourth Guarantor

SIGNED **Fifth Guarantor**

SIGNED **Sixth Guarantor**

Prescribed Information and suggested clauses for tenancy agreements and terms of business

For Letting Agents

Effective from 1st April 2018

TDS office address updated 1 September 2019

Contents

What has changed?

Guidance on issuing Prescribed Information for ASTs

Section A – Prescribed Information for Assured Shorthold Tenancies

Section B – Suggested clauses for inclusion in Assured Shorthold Tenancy Agreements

Section C – Suggested clauses for inclusion in Letting Agent's terms of business

Introduction

This guidance contains:

- A template for the Prescribed Information (Section A) which TDS members must by law give to their tenants (and any relevant person).
- Suggested Clauses (Section B) which members can *optionally* include in their tenancy agreements.
- Suggested Clauses (Section C) which members can *optionally* include in their terms of business.

The Prescribed Information Form and Suggested Clauses in this guidance must not be used for a tenancy where the deposit is to be covered by any authorised tenancy deposit protection scheme other than TDS.

What has changed?

- **Section A** is now more closely aligned with the relevant statutory instrument and **also reflects the changes in the Deregulation Act 2015 which permits the agent's name and contact details to be used instead of the landlord's**.
- Members may continue to use their existing PI templates and can choose whether or not to include the landlord's details or their own. Alternatively both could be provided.

IMPORTANT NOTE

The deposit protection legislation states that the Prescribed Information (which includes the scheme leaflet) must be served upon the tenant within 30 days of the tenancy deposit or part of the tenancy deposit being received.

Since the time limit runs from when part or all of the deposit is deemed to have been received, serving Prescribed Information before this may not be sufficient to comply with the legislation.

Good practice is to maintain a record to show when the documents were served to comply with the legislation and that they were clearly provided within the time line designated.

Guidance on issuing Prescribed Information for ASTs

Prescribed Information must be served on the tenant and on any relevant person within the period of 30 days from and including the date the landlord (or someone acting on the landlord's behalf) receives

a deposit in relation to an assured shorthold tenancy, irrespective of whether or not the funds have cleared.

A "relevant person" is a person, company or organisation who, in accordance with arrangements made with the tenant, paid the deposit on behalf of the tenant e.g. a local authority, employer, parent or guarantor. Members are advised to establish, when a tenant applies for a tenancy, whether a deposit has been (or will be) paid by someone other than the tenant, because the member will have to serve Prescribed Information on such a person.

The Deregulation Act 2015 has led to some important changes in respect of Prescribed Information and has led to this becoming a less onerous obligation on landlords.

- Prescribed Information should be served each time there is a new AST within 30 days of a new AST being created;

- If the tenancy rolls over into a new fixed term AST or a statutory periodic tenancy there is no need to re-issue the Prescribed Information as long as:

    - The deposit was properly protected and Prescribed Information served at the start of the original tenancy;
    - The property let remains the same;
    - The tenant(s) remain the same;
    - The landlord(s) remain the same;
    - The deposit protection scheme used remains the same.

- In the event that any of the above conditions do not apply the deposit needs to be protected and the Prescribed Information served within 30 days of the tenancy change.

Failure to serve the Prescribed Information within the correct timescale will be a breach of the Housing Act 2004 that could expose the landlord and/or deposit holder to legal action for compensation by the tenant and/or the relevant person.

The Prescribed Information may be attached to the tenancy agreement, or served as a stand-alone document. Where the member receives the deposit at the same time as the tenancy agreement is signed, the member is recommended to attach the Prescribed Information to the tenancy agreement. The Prescribed Information includes the scheme leaflet *What is the Tenancy Deposit Scheme?* This can be downloaded from our website www.tenancydepositscheme.com, and it must be given to the tenant and any relevant person as part of the Prescribed Information. The Prescribed Information is incomplete without this leaflet.

Both landlord and tenant must sign the last page of the Prescribed Information.

Members are recommended to replicate the Prescribed Information (Section A) precisely but they may provide it in their own format if they wish – as long as it is substantially to the same effect. It is the member's responsibility to comply with the requirements of The Housing Act 2004 and The Housing (Tenancy Deposits) (Prescribed Information) Order 2007 as amended. TDS accepts no

liability to members, landlords, tenants or relevant persons if the member or landlord fails to meet these statutory requirements.

Section A. Prescribed Information for Assured Shorthold Tenancies

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

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

The Dispute Service Limited
West Wing, First Floor
Maylands Building
200 Maylands Avenue
Hemel Hempstead
Herts HP2 7TG

Phone 0300 037 1000
Email deposits@tenancydepositscheme.com
Web www.tenancydepositscheme.com

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

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

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

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

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

DAB Vsh AE ME

(i) THE DEPOSIT

The amount of the deposit paid is **£ 3346.15**

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES

30 Old London Road, Badgers Mount, Sevenoaks, Kent, TN14 7AE

(iii) DETAILS OF THE LANDLORD(S)[1]

Name(s) Victoria Suzanne Burton & David Andrew Burton

Address 2b New Beacons Bungalows, Brittains Lane, Sevenoaks, TN13 2PB

E mail address victap60@hotmail.com

Telephone number

Fax number

(iv) DETAILS OF THE TENANT(S)

Name Asim Erturk & Melek Erturk

Address 30 Old London Road, Badgers Mount, Sevenoaks, Kent, TN14 7AE

E mail address Asim@londonist.co.uk, melekerturk23@outlook.com, , ,

Mobile number 07501026662, 07379323588, , ,

Fax number , , , ,

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

Name Asim Erturk & Melek Erturk

Address

E mail address Asim@londonist.co.uk, melekerturk23@outlook.com, , ,

Mobile number 07501026662, 07379323588, , ,

Fax number , , , ,

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

DAB Vsk AE ME

Please provide the details requested in **(iv) for <u>each</u> 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 MAY BE 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) 7.5 of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

(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

Victoria Suzanne Burton, 04 Nov 22

David Andrew Burton, 04 Nov 22

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)

Asim Erturk, 05 Nov 22

Melek Erturk, 05 Nov 22

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)

The information below relates to a Tenant

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

30 Old London Road, Badgers Mount, Sevenoaks, Kent, TN14 7AE

(iv) CONTACT DETAILS

Name Asim Erturk & Melek Erturk

Address 30 Old London Road, Badgers Mount, Sevenoaks, Kent, TN14 7AE

E mail address Asim@londonist.co.uk, melekerturk23@outlook.com, , ,

Mobile number 07501026662, 07379323588, , ,

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 Asim Erturk & Melek Erturk

Address

E mail address Asim@londonist.co.uk, melekerturk23@outlook.com, , ,

Mobile number 07501026662, 07379323588, , ,

DAB Vsk AE ME

Fax number , , , ,

Please provide the details requested for <u>each</u> tenant and <u>each</u> 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.

Section B: Guidance for using suggested clauses in ASTs

In previous editions, it was compulsory for TDS members to insert the clauses in the section into the tenancy agreement. From 1 April 2013, these clauses were **<u>optional</u>** - so members have the choice about whether they wish to include them or not.

If members choose not to include the suggested clauses below, they should ensure that they adequately cover the points to which the Prescribed Information refers in relation to:

- what the deposit can be used for

The service concession agreement awarded by the Department for Communities and Local Government requires that, where there is a joint tenancy, all joint tenants consent to adjudication, unless the joint tenant raising or responding to the dispute confirms that they have made reasonable efforts to contact the other tenants but have been unable to do so. To facilitate this, you have the choice as to whether you:

- Put a clause in your tenancy agreements obtaining consent to adjudication by all joint tenants for new tenancies; or
- Issue an addendum to current tenancies; or
- Allow TDS to capture this at the point of dispute via the Dispute Application Form or Dispute Response Form;

It is entirely up to members how they choose to deal with this, but where the choice is to update your tenancy agreements, a suggested clause is provided.

Where previous versions of the clauses are removed from tenancy agreement templates, members should ensure that their tenancy agreements still continue to detail who is entitled to receive the interest on the deposit.

The timescales referred to in previous editions of the Clauses (Section B) are no longer part of the scheme rules. Instead, Members should deal with the apportionment of the tenant's deposit and convey deductions to the tenant as soon as is practicable. By law, a tenant can apply to TDS for adjudication of a dispute if the tenant has not received their deposit within 10 calendar days of asking for it to be paid to them.

DAB Vsh AE ME

Section B: Suggested clauses for inclusion in ASTs

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.

[Note – adjudicators will consider claims against the deposit in the order set out in the tenancy agreement. Therefore, members should consider the order in which they set these items out.]

Joint tenant consent to adjudication

There being multiple tenants, 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 a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.

Section C: Guidance on using clauses in agents' terms of business

1 Introduction

1.1 This section is only for use by members of the Tenancy Deposit Scheme for Lettings Agents and Corporate Landlords.

1.2 Agents who arrange ASTs need to ensure that their landlord clients are aware of their responsibilities relating to deposit protection, and obtain the landlord client's authority to fulfil them. This document sets out clauses that agents may include in their standard terms of business, if they wish, to achieve those ends.

1.3 Where a word is used in this section with an initial capital letter, the capital letter indicates that the word has a special meaning. The Membership Rules of the Tenancy Deposit Scheme for Lettings Agents and Corporate Landlords set out what the special meanings are.

2 Suggested Clauses for Agents' Terms of Business

2.1 The clauses which Agent Members may wish to include in their terms of business with landlord clients are set out below.

2.2 Alternative clauses are given for use where the landlord client does not want the Agent to protect the deposit (e.g. Let Only arrangements).

2.3 The definitions provided should also be included in the terms of business if using the suggested clauses. Members may use their discretion whether to print the definitions near the rest of the suggested clauses, or integrate them into any general definitions section of their terms of business.

2.4 Members may need to make alterations to the suggested clauses to achieve consistency with the rest of their terms of business. It is the Member's responsibility to ensure that the suggested clauses are compatible with the remainder of the terms of business. TDS does not accept liability for any loss arising or cost incurred as a result of the suggested clauses being inconsistent with the remainder of the Agent's terms of business.

2.5 Members may choose to use all, some or none of the suggested clauses. It is the Member's responsibility to ensure that their terms of business are fit for purpose. TDS accepts no liability for any consequences of the Member using, failing to use or amending any of the suggested clauses.

Section C:
Suggested clauses for inclusion in an agent's terms of business

Calendar Day or **day** means any day of the year, including Saturdays, Sundays and bank holidays.

"**Relevant Person**" means person who paid the deposit or any part of it on behalf of a tenant.

"**Stakeholder**" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

"**Scheme**" means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.

"**Statutory Time Limit**" means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

"**Working Day**" means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

DAB Vsk AE ME

1. Assured Shorthold Tenancy Deposits

1.1 If a tenant pays a deposit in connection with an assured shorthold tenancy ("AST") the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.

1.2 The landlord must give the tenant and any Relevant Person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

1.3 We are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by:

The Dispute Service Limited
West Wing, First Floor
Maylands Building
200 Maylands Avenue
Hemel Hempstead
Herts
HP2 7TG

Phone: 0300 037 1000
Web: www.tenancydepositscheme.com
Email: deposits@tenancydepositscheme.com

1.4 If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

1.5 If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. **A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit**, if the landlord (or someone acting on the landlord's behalf):

a) fails to give prescribed information within the Statutory Time Limit; or
b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
c) notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.

1.6 If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that

DAB Vsh AE ME

we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.

1.7 The Scheme rules are available to view and download from www.tenancydepositscheme.com. A very important point for you to bear in mind is that we must hold the deposit as "stakeholder". This means that we can only pay money from the deposit if:

a) both landlord and tenant (and any Relevant Person) agree; or
b) the court orders us to do so; or
c) the Tenancy Deposit Scheme directs us to do so.

2 During the tenancy

2.1 We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).

2.2 Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement.

2.3 If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

Where there is NO dispute about the deposit at the end of the tenancy

2.4 At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit or have already agreed with the tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions].

2.5 Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.

3 Where there IS a dispute about the deposit at the end of the tenancy

3.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

3.2 A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.

DAB Vsk AE ME

3.3If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.

3.4If we protect a deposit with the Scheme on your behalf, **you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send.** We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.

3.5The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST.

3.6If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. **If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.**

3.7Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. **If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.**

3.8If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tenancydepositscheme.com.

3.9The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s).

3.10 If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

DAB Vsh AE ME

4 Consent to use personal information

4.1 When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

4.2 You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not with the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme.com).

5 Our duty to provide correct and complete information

5.1 When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

5.2 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

6 Where the tenancy is not an AST

6.1 The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.

6.2 If a dispute arises you, we or the tenant will contact the Scheme. Then:

a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
b) you, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
c) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

6.3 The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

7 Where you instruct us that you do not want us to protect an AST deposit

DAB Vsk AE ME

7.1 If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.

7.2 By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.

7.3 If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

8 Joint Landlords

8.1 If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.

DAB Vsk AE ME



What is the Tenancy Deposit Scheme?

TDS Scheme Leaflet. 6th Edition, Revised April 2018
Rebranded 2017 © TDS

Clear English Standard

TDS Tenancy Deposit Scheme Insured Custodial

What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants

What is TDS?
The Dispute Service Ltd operates two tenancy deposit protection schemes, authorised by the government: Insured and Custodial. This leaflet deals with the Insured scheme only. There is a separate leaflet for TDS Custodial.

TDS has two main roles:

- To protect deposits;
- To help resolve disputes about deposits.

What is tenancy deposit protection?
Tenancy deposit protection applies to all deposits for assured shorthold tenancies that started in England or Wales on or after 6 April 2007. By law, a landlord or agent who receives a deposit for such a tenancy must protect the deposit.

Most residential tenancies in the private rented sector are assured shorthold tenancies, with some exceptions. For example, a tenancy cannot be an assured shorthold tenancy if:

- the tenant is a company;
- the rent is more than £100,000 a year;
- the tenancy is for a holiday let; or
- a university or college rents the accommodation to its students.

What does tenancy deposit protection mean?
Protecting a tenant's deposit with a government-authorised scheme such as TDS;
Providing the tenant with prescribed information about where their deposit is being protected and how it will be managed.

Tenancy deposit protection schemes can be one of two kinds:
Custodial – this is where the scheme itself holds the deposit during the tenancy.

Insurance backed – 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 the tenants will always get the money back to which they are entitled.

Each tenancy deposit scheme has its own rules setting out in detail how it operates.
The TDS Rules are available from the TDS website and on request.

What are the legal requirements?
These are contained in sections 212 to 215 of, and Schedule 10 to, the Housing Act 2004 (as amended). Tenancy deposit protection applies to money received by a landlord or agent that is meant to be held as security in case a tenant does not comply with their obligations.

The landlord or agent must comply with the initial requirements of an authorised tenancy deposit protection scheme **within 30 days of receiving the deposit**.

To protect a deposit with TDS, the landlord or agent needs to:

- belong to the scheme;
- register the deposit on the TDS tenancy database;
- pay a membership subscription or deposit protection charge.

A TDS Member (landlord or agent) must also give the tenant 'prescribed information'. The information is set out in the Housing (Tenancy Deposits (Prescribed Information) Order 2007. It
must also be given to anyone who paid the deposit on the tenant's behalf.
The prescribed information includes:

- the contact details of the landlord and tenant
- the rented property's address
- the deposit amount
- this leaflet.

The landlord or agent must also specify which tenancy agreement clauses say how the deposit can be used.

Tenants must be given the opportunity to:

- check any document the landlord provides containing prescribed information; and
- sign it to confirm the information is accurate.

What if the landlord or agent does not comply?
A landlord or agent should protect the deposit in an authorised scheme and provide the tenant (and any sponsor) with the prescribed information within 30 days of receiving the deposit.

If they don't do so, then 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 protect the deposit or repay it to the tenant. The court can also order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

A landlord who has not correctly protected a deposit cannot serve a notice to end the tenancy and regain possession of it under section 21 of the Housing Act 1988. The landlord can only serve such a 'section 21 notice' after the deposit has been repaid or after any court case about the deposit has ended.

A landlord who has not given the tenant prescribed information within 30 days must not issue a section 21 notice until the prescribed information has been given. If this takes place more than 30 days after the landlord or agent received the deposit, the tenant can still apply to court for compensation of between one and three times the deposit's value.

TDS 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.

Is my deposit protected?
Tenants can check if their deposit is registered with TDS by visiting **www.tenancydepositscheme.com**

If tenants have received a Tenancy Deposit Protection Certificate, they should enter the code number from that certificate. Alternatively they can enter their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

If a member informs TDS that the protection of a deposit should be ended, TDS will make reasonable efforts to inform the tenant before ending the protection.

If the tenancy has not ended, the tenant (or one of the joint tenants) can object to the ending of deposit protection by phoning the TDS customer contact center.

If the tenancy has ended and the tenant is not satisfied with the proposed split of the deposit, then the tenant can ask TDS to resolve the dispute within three months after the end of the tenancy.

What happens to the deposit after the landlord or agent receives it?
The landlord or the agent will hold the deposit during the tenancy. The tenancy agreement should state who receives any interest it makes.

What happens to the deposit at the end of the tenancy?
If there is no dispute about the return of the deposit at the end of the tenancy, the landlord or agent must pay the deposit to the tenant without delay, less any deductions that the tenant has agreed.

Who raises a dispute if there is no agreement about the deposit return? If there is a dispute about the return of the deposit or about proposed deductions, the parties should try to reach agreement without delay. Most disputes are resolved informally in this way. But if the deposit has not been returned to the tenant within 10 days of the tenant asking for it, the Housing Act 2004 allows the tenant to ask TDS to resolve the dispute.

If there is a dispute, what happens to the deposit?
The landlord or agent can take a payment from the deposit if:

- both landlord and tenant have agreed; or
- the court has ordered the deposit to be paid; or
- TDS directs to send the money to TDS.

Once TDS has been asked to resolve a deposit dispute, the landlord or the agent must send the disputed amount to TDS. By this time, the landlord or agent should have paid the tenant any part of the deposit that is not an agreed deduction or in dispute.

If whoever is holding the deposit does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. This will not delay TDS in resolving the dispute.

If the deposit holder cannot pay the disputed amount, for example because it has become insolvent, TDS will arrange the adjudication, pay the tenant the amount awarded by the adjudicator and make a claim to its insurers.

The law requires TDS to guarantee only that the tenant receives the amount they are entitled to.

How are disputes resolved?[2]
The tenant will ask TDS to resolve the dispute by going online at **www.tenancydepositscheme.com** and completing a Dispute Application Form giving details of the dispute.

The deposit holder must then send the disputed amount to TDS. TDS will copy the dispute details to the agent or landlord who is to respond to the dispute and give them 10 working days to do so. The agent or landlord will need to confirm that they want TDS to resolve the dispute, and send in their evidence. After this the tenant will also be given 10 working days to respond to the agent's/landlord's evidence, and send in any evidence that they also wish the adjudicator to consider.

If all the parties agree to TDS resolving the dispute, TDS will appoint an impartial adjudicator to make a binding decision, normally within 28 days of receiving the parties' consent to resolving the dispute and receiving the evidence they wish to be considered. If landlords and agents do not reply, they are treated as consenting to TDS resolving the dispute. In all these cases, the adjudicator will normally make a decision within 28 days after the deadline for receipt of evidence.

Within a further 10 days or less of the adjudicator's decision, TDS will pay the amount due to each party. The adjudicator's decision will be based on the evidence sent to TDS – there will be no hearing or visit to the property.

The adjudicator's decision is final. There is no right of appeal to TDS or to the government department in charge of the tenancy deposit protection schemes.

Further details are set out in The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes at **www.tenancydepositscheme.com**

What if the landlord or tenant can't be contacted at the end of the tenancy?
TDS cannot resolve a dispute if it cannot contact the parties to get their consent to TDS being involved. In these circumstances, the deposit holder must do the following:

1. assess any damage, rent arrears and any other likely deductions from the deposit as they would normally do;
2. split the deposit, pay the party who is present the appropriate amount, and transfer the amount due to the absent tenant/landlord to a suitably chosen 'Client suspense (bank) account';
3. make a formal record of all actions taken, supported by appropriate documentation.

After enough time (usually at least six years) has passed from the last contact from the absent tenant/landlord, the deposit holder may then donate the absent party's share to a suitable registered charity – subject to a binding promise from the deposit holder that it would immediately pay from its own pocket any valid claim it later received from the beneficial or legal owner.

If the absent tenant/landlord returns within that time and seeks to dispute the allocation of the deposit, TDS may offer to adjudicate.

Is adjudication better than going to court?
Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs.

Going to court takes time and can be expensive and stressful. If TDS protects a deposit and the dispute goes to court, the disputed amount must be sent to TDS. TDS will distribute the deposit once it receives a final court order showing what is to happen to the deposit. However if a tenant or landlord does not take their dispute to the County Court within 6 months of refusing consent for TDS to resolve the dispute, TDS may at its discretion return the disputed deposit it is holding to the other party who did not refuse consent.

TDS can only resolve a dispute if the deposit has been registered with TDS. If a deposit has not been registered, the parties will have to go to court if they cannot agree a settlement.

Sometimes landlords or tenants prefer to go to court. It might be better for a landlord to go to court if they have a big claim that is well above the deposit. It might be better for a tenant to go to court if they have a counterclaim – say if they had to pay for boiler repairs because the heating did not work for several weeks. TDS cannot deal with counterclaims.

Where TDS cannot accept a dispute for adjudication, TDS will notify any other party to the dispute that this has happened. The other party to the dispute may then choose to go to court or rely on the agent's judgment if the agent is holding the deposit.

What can TDS deal with?

1 If a Letting Agent or Landlord is using TDS DIRECT only the tenant can raise a dispute. Agents and landlords cannot raise a dispute if they are using TDS DIRECT. TDS may at its discretion allow an agent or landlord to raise a dispute, where this has been agreed in advance as part of that agent or landlord's membership of the scheme. Where this is the case, the agent/landlord will send in their evidence at the same time as completing a Dispute Application Form giving details of the dispute. After this the tenant will be given 10 working days to respond to the agent's/landlord's evidence, confirm that they want TDS to resolve the dispute, and send in any evidence that they also wish the adjudicator to consider.

Using the TDS dispute resolution service is not compulsory. If either the landlord or tenant does not agree to use the service, one of them could choose to go to court.

TDS can only deal with disputes about the deposit itself, and cannot make awards that are for more than the disputed deposit. If a larger amount is disputed, you may need to go to court. TDS cannot deal with counterclaims by tenants – such as a claim for disrepair. If you are a tenant and you wish to bring a counterclaim against your landlord, you will need to go to court. TDS cannot deal with disputes between individual tenants, or between landlords and their agents. TDS does not act as a regulator and cannot order changes in trading practices, close down businesses, or prosecute landlords or agents. However, it does try to raise standards in the private rented sector by educating tenants, landlords and agents about the cause of disputes and how to avoid them.

How much does it cost?
TDS is funded by the membership subscriptions and deposit protection charges that letting agents and landlords pay. All these fees are on the TDS website. TDS makes no charge to tenants for protecting the deposit. There is no charge to landlords, tenants or agents for having a dispute resolved.

Who can join the Tenancy Deposit Scheme?
The Tenancy Deposit Scheme is open to landlords and letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS Rules – to TDS before it decides whether they can be accepted as a member, and what their subscription will be.

Our guarantee of impartiality
TDS is overseen by a Board, which is responsible for operating and financing the business. The Board, and the TDS management, have no role in resolving disputes and cannot intervene in decisions about disputes.

The scheme's Director of Dispute Resolution is responsible for resolving disputes. The most usual method for resolving a dispute through TDS is to use adjudication but the scheme may suggest negotiation, mediation or other methods. Adjudicators work fairly and impartially. All TDS adjudicators belong to the Chartered Institute of Arbitrators and comply with our Adjudicator Code of Conduct, which is available on the TDS website. The adjudicators make decisions without favour, based on the issues in dispute and the evidence provided.

TDS publishes breakdowns of awards in its Annual Reports. These give an overview of how awards are split between tenants, landlords and agents. You can see the adjudicators' decision-making guidelines and some example case studies at **www.tenancydepositscheme.com**

Data protection
TDS will not use landlords' or tenants' personal data for any purpose except to operate the scheme (this includes compiling statistical data) and resolve disputes.

From time to time, TDS may invite landlords or tenants to participate in surveys. If you do not wish to be contacted for survey purposes, please inform TDS by letter or email to the contact details given in this leaflet.

Contact details
Tenancy Deposit Scheme operated by The Dispute Service Limited
West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG
Tel: 0300 037 1000
Web: **www.tenancydepositscheme.com** Email: **deposits@tenancydepositscheme.com**