Assured Shorthold Tenancy Agreement

FOR

Flat X 23 Longbrook Street, Exeter, EX4 6AB

Between

Tenant(s):

Tenant 1
Tenant 2
Tenant 3

And

Landlord:

Peninsula Property Investments Limited
(member of the National Residential Landlords' Association)

SAMPLE

Important Notes for Tenants

- This Tenancy Agreement (TA) is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term.
- The Agreement *may not* be terminated early unless written permission is obtained from the Landlord.
- **Where there are two or more tenants, all obligations, including those for rent and repairs, can be enforced against all of the tenants jointly and against each individually.**
- As the Tenancy is subject to deposit protection then joint tenants have to nominate a Lead Tenant to act on their behalf.
- If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

Easy summary of important clauses for our tenants

1. Your rent and deposit payments due can easily be seen in the Payment Schedule section of this TA.
2. All overseas students must pay their full rental sum in advance by XXXXXXXX.
3. UK tenants who wish to pay monthly must provide the full details of a UK based homeowner Guarantor – you will be contacted separately about this process.
4. Your Tenancy Term is XXXXXXXX – XXXXXXXX (51 weeks). You can of course arrive later and leave earlier, but you are liable for the rent covering the whole period.
5. Right to Rent – It is a condition of this tenancy that you and anyone living at the property must have a 'Right to Rent' as set out in Section 22 of the Immigration Act 2014.
6. If any flat mates change, we need to be told. Nobody (new) should permanently move in without our permission. We must be contacted about this before anybody moves in.
7. Your bills are included ('fair usage') but exclude TV Licence and Contents Insurance. Non-student tenants must also pay their own Council Tax.
8. You are making some binding commitments on behaviour such as noise control, dealing with rubbish / waste disposal according to our policies, keeping the flat clean and helping us maintain the security, integrity and reputation of 23 on Longbrook.
9. If you lose keys (door or mailbox) or fobs, you will be charged for a replacement (see Additional Charges Section of this TA).
10. You must not share any gate or door code with anyone who does not live at 23 on Longbrook. The codes are not for guests.
11. If you smoke, this must be done outside and the butts removed and disposed of.
12. If you wish to hold a party, neighbours and the landlords must be informed, and we can advise of any restrictions.

Easy summary of Additional Charges

Please note in addition to rental and deposit sums we have additional charges for the following items:

Item	**Amount charged**
Car parking space	£100 / month
Pet Premium	£30 / month per flat
Replacement fobs	£25 per fob
Replacement door key	£10 per key
Replacement mailbox key	£6 per key
Late payment interest	3% above the Bank of England base rate for any sums unpaid for more than 14 days after the due date
24 hour lock out charge (if you lock yourselves out of your property)	£45 per call out
Admin fee for time incurred to change anything during the course of the tenancy	£50 / hour
End of Tenancy cleaning	If you book cleaners who attend after your tenancy has ended we will charge additional days' rental. This will be deducted from your deposits post check-out
End of Tenancy – removal of personal items	If we have to remove / dispose of any personal items left in the property this cost will be deducted from your deposits post check-out

Easy access to bank account details:

Bank account details – DEPOSIT PAYMENTS ONLY

Bank: NatWest, 45 Fulham Broadway, London SW6 1AG
Beneficiary name: Peninsula Property Investments Ltd
Beneficiary address: Flat 8 the Courtyard, 48 New North Road, Exeter EX4 4EP
Sort code: 60-22-16
Account number: 75082462
IBAN: GB34NWBK60221675082462
BIC: NWBKGB2L

Bank account details – RENTAL PAYMENTS ONLY

Bank: Barclays Bank plc, Business Direct, Leicester LE87 2BB
Beneficiary name: Peninsula Property Investments Ltd
Beneficiary address: Flat 8 the Courtyard, 48 New North Road, Exeter EX4 4EP
Sort code: 20-45-45
Account number: 80254436
IBAN: GB69BUKB20454580254436
SWIFT BIC: BUKBGB22

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the Tenancy created by this Agreement is and shall be an Assured Shorthold Tenancy within the meaning of the Housing Acts.

Date: XX XXXXXXX XXXX

Landlord(s):	Peninsula Property Investments Ltd
Registered address:	25 Inglethorpe Street, London SW6 6NS
Landlord's address:	Flat 8 the Courtyard, 48 New North Road, Exeter EX4 4EP
ICO registration number:	ZB267373
Landlord contact details:	Piers Rance – piers.rance@penholdings.co.uk - +44 7798 530888 Marianne Rance – mariannerance@peninsula-property.co.uk – +44 7928 445417

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

Tenant(s)/Permitted Occupier(s):

NAME	
EMAIL	
PHONE	
HOME ADDRESS	

NAME	
EMAIL	
PHONE	
HOME ADDRESS	

NAME	
EMAIL	
PHONE	
HOME ADDRESS	

Property: The dwelling known as and outside areas within the curtilage of '23 on Longbrook' (flats 1-9) on 23 Longbrook Street, Exeter, EX4 6AB, UNITED KINGDOM, specifically Flat X.

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

Term: For the Fixed Term of 51 weeks commencing on XXXXXXX and ending on XXXXXXXXX.

Payments: Deposit and rental payments are payable as per the Payment Schedule below and rent is inclusive of all utility bills on a 'fair usage' basis.

Rental payments are based on the weekly sum agreed (£XXX) x 51 weeks = £XXXX per tenant.

Payment Schedule:

DEPOSITS	**CHARGE DATE**	**TENANT 1**	**TENANT 2**	**TENANT 3**	**SUB TOTAL**
Signing deposit					
Balance deposit					
Total security deposits					
RENTAL	**CHARGE DATE**	**TENANT 1**	**TENANT 2**	**TENANT 3**	**SUB TOTAL**
	Due on or by				
Total rental sums					

Deposit: We will request one week's signing security deposit per person once we have confirmed the property is yours. In the summer, this sum will go towards your balance security deposit (see above). Please note, if, having paid your signing security deposit, you decide you are no longer able to fulfil the tenancy then we will retain your one week security deposit amount.

The balance of the security deposit – equivalent to 4 weeks' rent per person - will be due by 1 July 2024. This means your total security deposit protected by the Tenancy Deposit Scheme will be 5 weeks' rent. Please note, if, having paid your signing + balance security deposits, you decide you are no longer able to fulfil the tenancy then we will retain the full deposit amount.

All deposits are protected within a Government approved deposit scheme – Tenancy Deposit Custodial Scheme (www.tenancydepositscheme.com) – within 30 days of receipt.

Interest: Any interest earned will belong to the Landlord.

ICE: The ICE (Independent Case Examiner) is defined to be that person appointed by the Tenancy Deposit Scheme to examine those disputes that have been referred to the Tenancy Deposit Scheme.

Member: The Member refers to the Landlord, whoever is registered with the Tenancy Deposit Scheme for the purposes of holding the Deposit.

Stakeholder: Refers to how the Deposit is held on behalf of the Tenant according to the rules of the Tenancy Deposit Scheme:

1. The Landlord agrees to let, and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above.

2. Rent is inclusive of a fair use of water, sewerage, broadband, gas and electricity. It does not include the TV licence which has to be obtained by the tenant.
   The full deposit has been taken for the following purposes:

   Any damage, or compensation for damage, to the Property or 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 Property, 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.

Bank account details – RENTAL PAYMENTS ONLY

Bank:	Barclays Bank plc, Business Direct, Leicester LE87 2BB
Beneficiary name:	Peninsula Property Investments Ltd
Beneficiary address:	Flat 8 the Courtyard, 48 New North Road, Exeter EX4 4EP
Sort code:	20-45-45
Account number:	80254436
IBAN:	GB69BUKB20454580254436
SWIFT BIC:	BUKBGB22

When making payments please include payment reference as “XX-XX/Flat number” + “surname”.

The Tenant agrees with the Landlord:

3 Rent &charges

3.1 To pay the Rent on the days and in the manner specified to the Landlord.

3.2 To pay promptly to the authorities to whom they are due, bills relating to the Property, where they are incurred during the period of the Agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is connected. The tenant agrees to notify the Landlord prior to changing supplier for any utility services stated above and indemnify the Landlord of any charges arising and the reinstatement at the end of the tenancy term.

3.3 That in the case of a breach of the terms of the Tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord their reasonable expenses - hourly rate of £15.

3.4 The Tenant is strongly advised to take out insurance covering their personal possessions as they will not be covered by any insurance held by the Landlord.

4 Use of the Property

4.1 Not to assign, sublet, part with possession of the Property, or let any other person live at the Property. If a new Tenant replaces a leaving Tenant, that Tenant will need their own Tenancy Agreement.

4.2 To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so.

4.3 Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property.

4.4 Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises - or which may void any insurance of the Property or cause the premiums to increase.

4.5 Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord. A monthly pet premium shall be added to your rent, should you choose to have a pet for the duration of your Tenancy. You will also be asked to sign a separate Pet Agreement and provide up to date vaccination certificates.

4.6 Not to smoke or vape inside the Property. Smoking must be done outside and butts disposed of appropriately.

4.7 Not to use the Property for any illegal or immoral purposes.

4.8 Where the Landlord's interest is derived from another lease ('the Headlease') then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property.

5 Repairs

5.1 Not to damage the Property and Contents or make any alteration or addition to the Property, including the installation of telephone, television, internet cabling and satellite or television aerials, without the prior written permission of the Landlord and that any redecoration is to be made only with the prior written consent of the Landlord not to be unreasonably refused. If the Landlord does agree for telephone, television, internet cabling, satellite dish or aerial installation, the Landlord reserves the right to request for the cabling telephone, television, internet cabling, satellite dish or aerial installation to be removed and any holes or damage to be made good at the end of the Tenancy at the expense of the Tenant.

5.2 To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably heated and ventilated. Where damage is covered by an insured risk the Tenant agrees to pay the insurance excess if they are responsible for the damage caused.

5.3 To pay the costs reasonably incurred by the Landlord in replacing or repairing any furniture or other Contents lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other Contents lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other Contents from the Property.

5.4 To regularly dispose of all refuse and recycled items inside the communal bins and nothing left on the ground, and keep the Property tidy and free from rubbish and to keep the gardens (if any), driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the Tenancy and not remove any trees or plants.

5.5 To replace all broken glass in doors and windows damaged during the Tenancy. Where damage is covered by an insured risk the Tenant agrees to pay the insurance excess if they are responsible for the damage caused.

5.6 Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks or change the alarm code (if any) without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys (for the Landlord and Tenant group) to be met by the Tenant. Not to share any gate or door code with anyone who does not live at 23 on Longbrook. It is not for guests. Locks are not provided on bedroom doors.

5.7 To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property or any event which may give rise to a claim under the insurance of the Property.

5.8 Not to glue, stick or otherwise fix anything whatsoever to the exterior of the Property, without the prior written permission of the Landlord. Tenants are not allowed to use glue, blutak, sellotape, pins, nails or picture hooks or similar products to fix things to the internal walls of the property. At the end of the Tenancy Term the Tenants must make good any damage caused to walls and decorations, and any alterations made, at the expense of the Tenant.

5.9 To take all reasonable precautions to prevent damage by frost, during cold periods, by keeping the central heating and/or night storage heating on especially whilst the Property is unoccupied. If the property is to unoccupied for more than 7 days in a row you must advise the Landlord. The heating should be set to a minimum of 12 degrees C as specifically outlined in item 17 of the First Schedule. The Tenants agree to indemnify the Landlord for the cost of any repairs due to damage caused by negligence or misuse by the Tenant.

5.10 In order to comply with the Gas Safety Regulations, it is necessary:

a) that the ventilators provided for this purpose in the Property should not be blocked;

b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord;

c) that regular maintenance be carried out every 12 months. The Tenant is required to allow entry for this purpose and will be issued with a certificate that such work has been completed.

5.11 Not to cause any blockage to the drains, pipes, sinks or baths and to clean waste filters monthly, or as otherwise required, and the Tenant agrees to indemnify the Landlord against any charges resulting from their misuse or negligence.

5.12 Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.

6 Other tenant responsibilities

6.1 Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or any previous Tenant and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority.

6.2 To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the Agreements on the part of the Tenant in this Agreement.

6.3 That the Landlord or any person authorised by the Landlord may at reasonable times of the day on giving 24 hours' notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair.

6.4 The Tenant shall permit the Property to be viewed by prospective tenants, accompanied by the Landlord or a person authorised to do so on their behalf, having received reasonable notice. Please note that during the key marketing periods (October/November) you will be notified by email the launch date and you can expect viewings to be arranged over the first three weeks of the period without any further notice. These appointments will usually be from 10.00am to 5:30pm Monday to Saturday.

6.5 That where the Property is left unoccupied, without prior notice in writing to the Landlord, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Tenant is deemed to have surrendered the Tenancy. The Tenant and Guarantor will remain responsible for rent due for the remainder of the fixed term.

6.6 To properly secure all locks and bolts to the doors, set alarms where provided, to lock all windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord, and to allow access to the Property in order to secure it where necessary. If unauthorised entry is gained to the Property as a result of the Tenant's negligence in this respect, the Tenant will be held responsible for the damage caused, loss of contents from the Property and any loss of rent incurred by the Landlord as a result.

6.7 The Tenant shall not be entitled to withhold payment of any instalment of rent or any other monies payable under this Agreement, on the grounds that the Landlord's may be in breach of any of the Landlord's obligations to this agreement whether under the terms of this agreement or imposed statute or otherwise, however such rent or money may be held in an escrow account or by a mutually agreed third party pending the resolution of any such breach by the Landlord.

6.8 If the lightbulbs stop working during the Tenancy it is your responsibility to change the bulbs. Please contact the Landlord should you have any issues.

7 End of Tenancy

7.1 To return the Property and Contents at the end of the Tenancy in the same clean state or condition as they were at the commencement of the Tenancy subject to reasonable wear and tear. Where damage is covered by an insured risk the Tenant agrees to pay the insurance excess if they are responsible for the damage caused.

7.2 To leave the Contents at the end of the Tenancy in approximately the same places in which they were positioned at the commencement of the Tenancy.

7.3 The Tenants understand and agree that any items left in the Property after the termination date of the Tenancy, that do not belong to the Landlord will be removed from the Property and disposed of at the Tenant's expense. Unless prior written consent has been obtained from the Landlord to the contrary the Tenant agrees to indemnify the Landlord against reasonable costs incurred.

7.4 To return the keys of the Property to the Landlord or a person authorized to accept them on their behalf on or before the agreed termination date, or at the end of the Tenancy (whichever is sooner). The Tenant agrees to indemnify the Landlord for all reasonable charges in securing the Property against re-entry where keys are not returned - to include the cost of replacement locks, mailbox keys and entry fobs.

7.5 The Tenant will indemnify the Landlord for any additional cleaning services that may reasonably be required to reinstate the Property to the same order that it was provided at the commencement of the Tenancy including the cleaning of kitchen appliances, bedding, carpets and curtains soiled during the Tenancy. (as outlined at item 9 of the First Schedule).

7.6 The Landlord will inform the Tenant whether any deductions are proposed as soon as is practicable, but no later than 10 days after the Tenancy has ended.

7.7 If there is no dispute, the deposit will be allocated according to the deductions agreed and the conditions of the Tenancy Agreement. If Agreement cannot be reached, any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication.

7.8 The Tenant should inform the Landlord in writing if the Tenant intends to dispute any of the deductions proposed by the Landlord, from the deposit, within 20 working days after the ending of the Tenancy and the Tenant vacating the Property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute and may refuse to adjudicate in the matter.

7.9 If, after 10 working days following notification of a dispute to the Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to Al 7 of Prescribed Information) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication and accept their decision as final.

7.10 If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

7.11 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the relevant clauses above.

8 The Landlord agrees with the Tenant that:

8.1 The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord; however, this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or be in breach of the Tenancy Agreement.

8.2 The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured, except where the damage has been caused by the act or omission of the Tenant, his family or his visitors. This is subject to the right of the Tenant to recover any rent paid in advance for the period after the termination.

8.3 The Landlord undertakes to keep buildings insurance cover in force for the duration of the Tenancy.

9 Subject to the condition that the Landlord must obtain a court order for possession of the Property before re-entering the Property; if the Tenant does not:

(a) pay the rent (or any part of it) within 14 days of the date on which it is due; or

(b) comply with the obligations set out in the Agreement, then the Landlord may re-enter the Property and end the Tenancy.

This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property.

10 The Landlord agrees to carry out repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4).

11 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the Tenancy have a legal interest in the Property;

"The Tenant" includes those who might inherit the Tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the Agreement if the other members do not fulfil their obligations.

12 The parties agree:

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

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

12.3 Before the Landlord can end this Tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5).

12.4 Any notice given by the Tenant shall be sufficiently served if sent in a written letter and sent by post or by email to the Landlord.

12.5 Whilst the Landlord shall make every effort to keep the Tenant's personal details safe and secure, it may be occasionally necessary to share such information with trusted contractors - for example to arrange access for maintenance work, and for credit checking purposes. The Landlord will not divulge personal contact details to any third party organisation for marketing purposes without prior approval.

13 The Property is let with the Additional Conditions listed below

13.1 The Landlord may bring the tenancy to an end at the expiry of the fixed term by giving not less than two months' written notice in the required form stating that the Landlord requires possession of the Property.

13.2 The Landlord reserves the right to increase the rent at the end of any fixed term or thereafter by giving the Tenant not less than one months' written notice of his intention to do so.

13.3 The Tenant understands that nothing is to be flushed down the toilets apart from human waste and toilet tissue and that nothing is to be put down the drains apart from waste water (baby/wet wipes must not be put down the toilet or the drain). The Tenant agrees to indemnify the Landlord of any reasonable charges that may arise as a breach of this condition.

13.4 The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became due.

13.5 The Landlord, reserves the right to retain any interest earned on any funds held by them and to retain any commissions and fees earned by them in respect of this tenancy or services offered to any parties associated with this Tenancy.

13.6 The Tenant understands that in the event of the value of this Tenancy Agreement being in excess of £120,000 (i.e. the value being the total rent due over the agreed period of the Tenancy), they are responsible for the payment of Stamp Duty Land Tax (SDLT) to the HM Revenue and Customs at the prevailing rate at the time, such SDLT to be paid within 30 days of the commencement of the Agreement and to be submitted with form SDLT1, available from the HM Revenue and Customs.

14 The Property is let together with the Special Conditions is outlined in the First Schedule:

THE FIRST SCHEDULE

There shall be incorporated into this Agreement the Special Conditions set out below:

1) The Tenant understands that this Tenancy Agreement has been prepared by Peninsula Property Investments Ltd, as Landlord.

2) The Tenant agrees to keep the Property properly ventilated and heated at all times. It. is recommended that heating is kept on at all times as fluctuating heat could result in condensation. Doors and windows should be left open for short periods (on dry days) to help provide the necessary change of air. Clothes must not be dried on radiators, or heaters, to help avoid any build-up of condensation. Any condensation must be mopped up promptly and surfaces wiped clean to prevent mould growth.

3) The Tenants understand and accept that smoking and vaping is prohibited inside this Property-as detailed in the relevant clause of Section 4 above. No portable gas or paraffin heaters may be used.

4) The Tenant understands and accept wash hand basins will not be provided in each bedroom.

5) The Tenants understand and accept that locks are not provided on bedroom doors - as detailed in the relevant clause of Section 5 above.

6) The Tenant understands and accepts that if they lock themselves out of the Property, they have the option to contact the contractor and the Tenant agrees to indemnify the Landlord against any charges incurred arising. This includes bank holidays and other statutory holidays.

7) The Tenant understands and accepts that if all the keys provided for the Property are not returned to the Landlord or a person authorised on their behalf on or before the termination date of the Tenancy, the Tenant will indemnify the Landlord to have replacement keys or, if deemed necessary, to have the locks changed and a full set of keys cut - as outlined in the relevant clause of Section 7 above.

8) The Tenant and their Guarantor understand and accept that they are responsible for cancelling the standing orders for payment of the rent once the final payment has been made in respect of this Tenancy. If a refund is required of overpaid rent, as a result of standing orders not being cancelled, a reasonable administration fee will be made on each occasion.

9) It is a condition of the Tenancy that the Tenant agrees to clean the Property (together with the carpets and inside windows) to a professional standard at the end of the tenancy term. This will include deep cleaning all floors; deep clean all other surfaces; clean all appliances - inside and out - including filters; dusting skirting boards. The Tenant agrees to pay 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. A full specification of cleaning will be included in the Welcome Pack.

10) 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 after the expiry of 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.

11) Push bikes must not be taken through the house or stored anywhere inside the Property or in communal areas. They may be kept in the dedicated Bike Store on site.

12) No candles or bare flames to be burnt inside in the Property. This includes no burning of fires in fireplaces. No barbecues to be lit inside or outside the Property.

13) No loud music or musical instruments to be played between 10pm and 8am. Please consider neighbours.

14) Tumble dryer and dishwasher filters must be cleaned after use and the cooker hood filters must be cleaned/changed every three months.

15) Student Tenant groups are normally exempt from paying Council Tax. If this should change, even for a single Tenant, then it will become payable by the Tenant. The Tenant will indemnify the Landlord of any unpaid amount due and, if necessary, this will be deducted from the security deposit.

16) During the period 1st November to 28th February if the property is vacant overnight on any occasion the central heating system must be set to the minimum temperature possible - 12 or 16 degrees (these vary by Property).

17) Tenant must always use the new mattress protectors provided at all times throughout the term of the Tenancy. At the end of the Tenancy term the Tenant is required to leave a new mattress protector in its packaging on their bed. The Tenant will indemnify the Landlord against the cost of a replacement if this condition is breached by way of a deduction from the security deposit.

18) The waste and recycling bins are provided in a clean state and must be returned on the last day of the tenancy in the same condition. They must be left within the curtilage of the Property. If this condition is breached the Tenant will indemnify the Landlord against the charges of arranging this and will be deducted from the security deposit. Plastic bin liners must be used on all internal bins throughout the property and recycling must be clean, dry and loose with all food residue removed before being placed loose in the recycling bin.

20) Hot pans and dishes, direct from the hob or oven, must not be placed on any kitchen work surfaces, unless trivets are provided for this purpose. The Tenant agrees to indemnify the Landlord of any costs to repair or the cost of replacement. The cost of which will be deducted from the security deposit.

21) Not to hang anything in or from the windows (neither inside nor out) such as laundry, flags, banners, wetsuits, plants etc without prior permission.

A Prescribed Information

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

A1 Address of the Property to which the Tenancy relates
Flat X, 23 Longbrook Street, Exeter, EX4 6AB, UNITED KINGDOM

A2 Details of the deposit holder(s) Name(s)
Peninsula Property Investments Ltd

A3 Actual address
Flat X, 23 Longbrook Street, Exeter, EX4 4EP, UNITED KINGDOM

A4 E mail address (if applicable):
mariannerance@peninsula-property.co.uk
piers.rance@penholdings.co.uk

A5 Telephone number:
+44 7798 530888 (Piers
+44 7928 445417 (Marianne)

A7, A8, A9, A10, A11 Details of Tenant(s)

NAME	
EMAIL	
PHONE	
HOME ADDRESS	

NAME	
EMAIL	
PHONE	
HOME ADDRESS	

NAME	
EMAIL	
PHONE	
HOME ADDRESS	

The Deposit

A12 The total security deposit which equates to 5 weeks' rent per person, is payable in two instalments - 1 week's signing security deposit to secure the property then 4 weeks' balance security deposit by XX XXXX XXXX.

A13 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A14 Information entitled What is the Tenancy Deposit Scheme? explaining how the Deposit is protected by the Housing Act 2004, is included towards the end of this document for the Tenant. The Deposit is being held by the Landlord.

At the end of the Tenancy

A15 The Deposit will be released following the procedures set out above in this Tenancy Agreement.

A16 Deductions may be made from the Deposit according to the relevant clause in Section 2 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

A17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in What is the Tenancy Deposit Scheme? More detailed information is available on: www.tenancydepositscheme.com.

A18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord is unable to contact the Tenant, or the Tenant is unable to contact the Landlord. Under these circumstances, the Member must do the following:

- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-Tenant/Landlord using information readily available;
- determine dilapidations, rent arrears and any other prospective deductions from the Deposit as they would normally do;
- allocate the Deposit, pay the party who is present as appropriate, and transfer the amount due to the absent Tenant/Landlord to a suitably designated "Client Suspense (bank) Account".

A19 A formal record of these activities should be made, supported by appropriate documentation.

A21 Should the absent Tenant/Landlord return within that period and seek to dispute the allocation of the Deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

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

Signatures

TENANT(S)

	TENANT SIGNATURE
TENANT NAME	
TENANT ADDRESS	
DATE	

	TENANT SIGNATURE
TENANT NAME	
TENANT ADDRESS	
DATE	

	TENANT SIGNATURE
TENANT NAME	
TENANT ADDRESS	
DATE	

LANDLORD

	PPI SIGNATURE
Peninsula Property Investments Ltd, registered address: 25 Inglethorpe Street, London SW6 6NS	
DATE	XX XXXXXXXX XXXX

What is TDS?

15 What is TDS?

The Tenancy Deposit Scheme (TDS) is run by The Dispute Service Ltd. It is an insurance-backed Tenancy Deposit protection scheme authorised by the government.

TDS has two main roles:

a) To protect Deposits.

b) 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 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:

a) the Tenant is a company;

b) the rent is more than £100,000 a year;

c) the Tenancy is for a holiday let; or

d) a university or college rents the accommodation to its students.

Tenancy Deposit Protection means:

a) protecting a Tenant's Deposit with a government-authorised scheme such as TDS;

b) 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:

a) Custodial - this is where the scheme itself holds the deposit during the Tenancy.

b) Insurance backed - this is where the Landlord holds the Deposit during the Tenancy but must give it to the scheme at the end of the Tenancy if there is a dispute. The scheme is insured because this guarantees that Tenants will always get back the money to which they are entitled. TDS is an insurance-backed scheme.

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 212-215 of, and Schedule 10 to, the Housing Act 2004 (as amended). Tenancy Deposit Protection applies to money received by a Landlord that is meant to be held as security in case a Tenant does not comply with their obligations.

The Landlord 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 needs to belong to the scheme, register the Deposit on the TDS Tenancy database, and pay a membership subscription or Deposit protection charge.

A TDS member (landlord) must also give the tenant 'prescribed information'. This 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 and this leaflet. The Landlord must also specify which Tenancy Agreement clauses say how the Deposit can be used.

Tenants must be given the opportunity to:

a) check any document the Landlord provides containing prescribed information; and

b) sign it to confirm the information is accurate.

What if the Landlord does not comply?

A landlord 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 to court. The court can order the Landlord to protect the Deposit or repay it to the Tenant. The court can also order the Landlord 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 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 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 centre.

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 receives it?

The Landlord 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 must pay the Deposit to the Tenant without delay, less any deductions that the Tenant has agreed.

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, any of the parties can ask TDS to resolve the dispute.

If there is a dispute, what happens to the Deposit?

The Landlord can make a payment from the Deposit if:

a) both Landlord and Tenant have agreed; or

b) the court has ordered the Deposit to be paid; or

c) TDS directs them to send the money to TDS.

Once TDS has been asked to resolve a Deposit dispute, the Landlord must send the disputed amount to TDS. By this time, the Landlord 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?

The person who wishes to send the dispute to TDS can do this online or by completing a Dispute Application Form giving details of the dispute, and any relevant supporting documents.

The Deposit holder must then send the disputed amount to TDS. It will copy the dispute details to the other parties and give them 10 working days to consent to TDS resolving the dispute, respond to the claim, and send in their evidence.

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. If Landlords do not reply, they are treated as consenting. In all these cases, the adjudicator will normally make a decision within 28 days after the deadline for giving evidence.

Within a further 10 days of the adjudicator's decision, TDS will pay the amount due to each party.

The adjudicator's decision will be based only 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:

a) Make every practical effort - over a reasonable period of time but not for longer than it would take TDS to resolve a dispute - to contact the (ex-)Tenant/Landlord using information readily available.

b) Assess any damage, rent arrears and any other likely deductions from the Deposit as they would normally do.

c) 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'.

The Deposit holder should make a formal record of these activities and support it with suitable documents.

After enough time (usually at least six years) has passed from the last contact with 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.

IDS 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 Landlord’s judgment if the Landlord is holding the Deposit.

What can TDS deal with?

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. TDS does not act as a regulator and cannot order changes in trading practices, close down businesses, or prosecute Landlords. However, it does try to raise standards in the private rented sector by educating Tenants and Landlords 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 Landlords Pay. All these fees are on the TDS website,

TDS makes no charge to Tenants for protecting the Deposit - although Landlords may pass on their subscriptions to their Tenants as part of the Tenancy costs. There is no charge to Landlord or Tenants for having a dispute resolved.

Who can join the Tenancy Deposit Scheme?

The Tenancy Deposit Scheme is open to Landlords 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 Head of Adjudication 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. 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

West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead HP2 7TG

www.tenancydepositscheme.com

Tel: 0300 037 1000

Additional Information

Tenant 1 (Lead Tenant)

Name:

EMAIL:

Phone:

Address:

Nationality:

Proof of ID received:

Guarantor required

Additional Information

Tenant 2

Name:

EMAIL:

Phone:

Address:

Nationality:

Proof of ID received:

Guarantor required

Additional Information

Tenant 3

Name:

EMAIL:

Phone:

Address:

Nationality:

Proof of ID received:

Guarantor required