



ASSURED SHORTHOLD TENANCY AGREEMENT 2012 EDITION  
LEEDS PROPERTY ASSOCIATION AGREEMENT  
For use where the Deposit is protected with The Dispute Service  
(Tenancy Deposit Scheme – TDS)

**DETAILS OF AGREEMENT:**

**Date of Agreement:**

**Landlord:**

**Of Address:**

Which is the landlords address for the service of notices (for the purposes of Section 48 of the Landlord & Tenant Act 1987)

**Tenants:**

**Address of the Property let to the Tenant:**

**Commencement Date:**

**Termination Date:**

at 12 Noon

**Rent at the rate of:** £ \_\_\_\_\_ Per Calendar Month, equivalent to £ \_\_\_\_\_ Per Annum

**Term of Tenancy:** \_\_\_\_\_ Months

**Installments of Rent and Rent Payment Dates:**

3 Summer Monthly Payments (July Aug Sept) then 3, quarter payments (October, January & April)\*

Monthly (1st working day of each month)\*

Quarter rent Payments. (July, October, January & April)\*

**Method of Rent Payment:** Direct Debit

**In addition** the Tenant(s) shall pay the Council Tax, Water Charges and the Utility Charges \*

**The Deposit** of £ \_\_\_\_\_ is paid to the Landlord by the Tenant (except for any payments by others as stated immediately following the signatures to this Agreement – if this is left blank there are none)

The Deposit is held by the Landlord as Stakeholder. The Landlord is a member of the Tenancy Deposit Scheme (TDS)

FEES: (Insert "nil" if none is payable) All fees are subject to v.a.t.

**Basic Administration Fee:** £ \_\_\_\_\_

**Maximum number of occupants permitted:** \_\_\_\_\_ persons

**Name and address of Managing Agent (if any):** Deu Estates, 138 Cardigan Road,  
Leeds, LS6 1LU

This agreement incorporates Leeds Property Association's Standard Terms (see pages 2-7 or visit [www.lpa.org.uk](http://www.lpa.org.uk))

\*delete as appropriate

## **STANDARD TERMS**

### **INTERPRETATION**

1. In this Agreement the following definitions shall apply:-
  - (1) references to "the Landlord" and "the Tenant" include their respective successors
  - (2) where more than one person is "the Tenant" the obligations of those persons shall be joint and individual. In the case of a joint tenancy each Tenant is wholly responsible for all rents due, i.e. if one or more Tenants fail to pay their contribution the other Tenant(s) are obliged to pay the shortfall. References to "the Tenant" are then also references to any of those persons
  - (3) references to "the Property" include references to any part or parts of the Property
  - (4) references to "the Fixtures and Fittings" means the Landlord's fixtures and fittings, furniture and effects made available for the Tenant's use. This also includes individual items and replacement items
  - (5) references in this Agreement to "the Term" or "the tenancy" include any extension of it. They also include any statutory periodic tenancy which may arise at the end of the Term
  - (6) "Water charges" also includes sewerage and environmental service charges
  - (7) any obligation not to do any act or thing shall also be treated as an obligation not to allow anyone else to do such an act or thing
  - (8) "the Property" means the premises let to the Tenant. If this forms part of a building then the Tenant's obligations relating to the Property shall where appropriate also apply to the remainder of the building and the Shared Accommodation (if any) although these are not let to the Tenant
  - (9) "Shared Accommodation" means accommodation (if any) which is not included in the letting but which is made available for use by the Tenant together with others
  - (10) "Utility charges" include charges for gas, electricity, telephone, cable and satellite t.v. and the television licence
  - (11) "the Details" means the Details to this Agreement. These form part of the Agreement.

### **LETTING OF THE PROPERTY**

2. The Property is let by the Landlord to the Tenant for the Term commencing on the Commencement Date and ending on the Termination Date at the specified time.

### **RENT**

3. The Rent payable shall be calculated at the annual rate specified in the Details. It shall be paid by the Tenant by payments in advance as provided for in the Details. All payments of Rent shall be made by the method specified in the Details.

### **COUNCIL TAX ETC**

4. The Rent is exclusive of any Council Tax, water charges or utility charges affecting the Property. These will be payable by the Tenant in addition to the Rent, unless indicated otherwise.

### **MAXIMUM NUMBER OF OCCUPANTS**

5. The maximum permitted number of occupants of the Property shall be the number of persons specified in the Details. No more than that number shall reside at the Property.

### **SHARED ACCOMMODATION**

6. The Tenant shall have the right to use the Shared Accommodation (if any) but in common with such other persons as may be designated by the Landlord.

### **FIXTURES AND FITTINGS**

7. The tenancy shall include the Fixtures and Fittings together with the use of the same in the Shared Accommodation (if any).

### **THE DEPOSIT**

8. On the signing of this Agreement the Tenant shall pay the Deposit to the Landlord
  - (1) The Deposit has been taken for the following purposes:
    - (a) any damage or reasonable compensation for damage to the Property or the 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 Term, insured risks and repairs that are the responsibility of the Landlord.
    - (b) the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the of the Tenants' obligations under this Agreement, including those relating to the cleaning of the Property and the Fixtures and fittings
    - (c) any unpaid accounts for utilities or charges or Council Tax incurred at the Property for which the Tenant is liable. The Landlord shall be entitled to discharge such accounts on behalf of the Tenant
    - (d) any rent or other money due or payable by the Tenant under this Agreement of which the Tenant has been made and which remains unpaid at the end of the tenancy
    - (e) any reasonable expenses incurred as a result of the Tenant failing to return any of the keys to the

Landlord

- (f) any overpaid Housing Benefit payable by the Landlord to the local
- (g) unpaid fees as itemised in this Agreement
- (2) The Deposit shall be returned to the Tenant after the Tenant has vacated the Property following the end of the tenancy (and the return of the keys) subject to any deduction which the Landlord is entitled to make from it.
- (3) The Landlord reserves the right to withhold the Deposit until the Landlord is satisfied that the local authority will not claim repayment of any Housing Benefit from the Landlord where Housing Benefit has been paid direct to the Landlord.
- (4) The Deposit shall not be returned until the Landlord has received satisfactory proof that all utility charges have been fully paid by the Tenant. Repayment of the balance of the Deposit may be made where the Tenant is able to satisfy the Landlord acting reasonably that the total amount outstanding for utilities following the end of the tenancy is less than the amount of the Deposit, subject to any other applicable deduction.
- (5) Any interest earned on the Deposit will belong to the Landlord
- (6) The Tenant shall not be entitled to refuse to pay any Rent because the Landlord is holding the Deposit
- (7) At the end of the tenancy:
  - (a) the Landlord/Member must tell the Tenant within 20 working days of the end of the tenancy if they propose to make any deductions from the Deposit
  - (b) if there is no dispute, the Landlord/Member will keep or repay the Deposit, according to the agreed deductions and the conditions of this 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
  - (c) the Tenant should try to inform the Landlord/Member in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord as due from the Deposit within 30 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the Property. The Independent Case Examiner (ICE) may regard failure to comply with the time limits as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter
  - (d) if, after 10 working days following notification of a dispute to the Landlord/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 (v) below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication
  - (e) the statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by sub-clause (8) above

## TENANTS' AGREEMENTS

9. The Tenant agrees with the Landlord as follows:
- (1) to pay the Rent as provided in this Agreement
  - (2) to take reasonable care of the Property and the Fixtures and Fittings
  - (3) to keep the interior of the Property in good repair and in good decorative condition (fair wear and tear excepted)
  - (4) to keep the Fixtures and Fittings in good repair and condition (fair wear and tear excepted)
  - (5) to make good or pay for the reasonable cost of making good all damage to the Property caused by the Tenant or any person residing in or visiting the Property (fair wear and tear excepted). This includes any damage caused by stiletto heels or the like
  - (6) to make good or pay the reasonable cost for the repair or replacement of any of the Fixtures and Fittings which have been broken, lost, stolen, damaged or destroyed during the Term where caused by the Tenant or any person residing in or visiting the Property, including cases where this is due to their negligence (fair wear and tear excepted)
  - (7) to permit the Landlord and others authorised by the Landlord at all reasonable times on not less than 24 hours notice (other than in case of emergency) to enter upon the Property. This is to allow the Landlord to examine the condition and use of the Property or the Fixtures and Fittings.
  - (8) The Landlord may also enter :-
    - (a) to carry out repairs, to decorate or improve the Property or the Fixtures and Fittings
    - (b) to repair, decorate or improve any adjoining premises
    - (c) to carry out any obligation placed upon the Landlord by law
    - (d) to carry out any routine checks
    - (e) to carry out the recommendations or requirements of the local authority or any accreditation scheme of which the Landlord is a member
    - (f) to carry out any works required by any licence affecting the Property or to comply with the conditions of any such licence. A photographic/video record may be taken on an inspection
  - (9) not to do anything as a result of which the insurers may refuse to pay a claim under any policy of insurance on the property or on the Fixtures and Fittings or to cause the rate of premium on any such policy to be increased
  - (10) not to assign or part with or share the possession of the Property except with the Landlord's prior written consent (such consent not to be unreasonably withheld). The Tenant will be required to pay the Landlords' reasonable administration/other costs relating to any Assignment whether or not the same is completed

(unless the Landlord unlawfully refuses consent)

- (11) not to sub-let the Property
- (12) not without the prior written consent of the Landlord (such consent not to be unreasonably refused) to allow any person to reside in the Property other than a person named in the Agreement as the Tenant
- (13) unless otherwise arranged on not less than 24 hours notice to allow the Property to be viewed at all reasonable times by the person who is or is acting on behalf of a prospective purchaser or tenant of the Property authorised by the Landlord or the Landlords' Agents
- (14) not to use the Property for any illegal or immoral purpose
- (15) not to keep or bring upon the Property any articles of a specially combustible or specially inflammable or dangerous nature. This includes candles and chip pans (except electrically operated thermostatically controlled chip pans). This does not prohibit matches or aerosol cans in normal quantities
- (16) not to bring any furniture onto the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld) and in any event not to bring any article on to the Property which does not comply with the safety regulations for furniture and furnishings. Details of these regulations may be obtained from your local Council, Fire and Rescue Authority or Trading Standards Office. Any furniture belonging to the Tenant shall be removed at the end of the Term
- (17) not to do anything on or in connection with the Property which shall be a nuisance ,annoyance or cause damage to the Landlord or to any neighbouring or adjoining or adjacent property or the owners or occupiers of such property or to any person who is lawfully in the vicinity of the Property . This clause also applies to visitors/guests at the property
- (18) to pay all utility charges for the Property or where appropriate a fair proportion of the same if the supply is shared unless if the Landlord is required to pay these charges the Tenant will reimburse the Landlord for them
- (19) the Tenant will:-
  - (a) notify the Landlord in writing at the time if any Nominated Utility Supplier is changed and supply the identity and account reference number of the new supplier, together with the name(s) of the account holder(s)
  - (b) if the Tenant fails to do so, the Tenant will pay the Landlord's administration charge of £75 for establishing the identity of any new utility supplier on each occasion when there is a change without the Landlord being notified in writing
  - (c) seek the Landlord's permission prior to the installation of any prepaid/token meter, such permission not to be unreasonably refused. The Landlord reserves the right to pass on to the Tenant any charges incurred for the reinstatement of any standard credit meter at the end of the tenancy
- (20) not to keep animals or birds or other pets at the Property except with the prior written consent of the Landlord (such consent not to be unreasonably refused) but any such consent may be withdrawn for good reason
- (21) to use the Property for private residential purposes only
- (22) not to fit or change any lock in the Property
- (23) not to keep or use any paraffin heater, liquid petroleum gas heater or portable heater in the Property
- (24) not to remove any of the Fixtures and Fittings from the Property or store the same in the cellar of the Property (if any).
- (25) Upon vacating the Property the Tenant shall leave the Fixtures and Fittings in the same place in which they were at the Commencement Date
- (26) not to permit any person under the age of 16 to sleep in the Property without the prior written consent of the Landlord (such consent not to be unreasonably refused)
- (27) not to make any alterations in or additions to the Property or cut into or injure any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably refused) but the Landlord shall be entitled to require any such alterations or additions to be reinstated at the end of the Term, if this is reasonable
- (28) not without the prior written consent of the Landlord (such consent not to be unreasonably refused) to decorate the Property, but only in such colours and using such materials as are first approved in writing by the Landlord acting reasonably. If the Landlord uses standard colours, the Tenant will be required to reinstate the decorated area to the Landlord's preferred colour scheme to a professional standard at the expiry of the tenancy or reimburse to the Landlord the reasonable cost of doing so
- (29) before leaving the Property vacant at any time other than for a short period, to ensure that the stop cock for the water supply is turned off
- (30) not without the Landlord's prior consent to tamper or interfere with or make any alterations or additions to the electrical, gas, plumbing, heating, fire alarm or detection or security systems or any meters or installations in the Property
- (31) to keep the Property, including the windows ,in a clean and tidy condition throughout the tenancy. In the case of the Shared Accommodation (if any) to ensure that there is a cleaning rota which is properly adhered to for the cleaning of the Shared Accommodation
- (32) to remove all rubbish from the Property and to place the same within the dustbin, wheelie bin or receptacles provided
  - (a) in the case of dustbins or wheelie bins to ensure that all rubbish is placed and kept inside plastic bin liners inside such dustbins or wheelie bins
  - (b) to comply with any recycling arrangements relating to refuse disposal
  - (c) to comply with all the local authority requirements regarding the storage or disposal of waste including

when to put out and take in any bin

- (33) if there are any vermin in the Property or if any repairs are required to the Property or the Fixtures and Fittings (which are the Landlord's responsibility) to notify the Landlord immediately and in writing. In the case of vermin, the Tenant shall take such steps as may be necessary to eradicate them (which do not involve any work to the structure or fabric of the Property)
- (34) in cold weather to protect the Property from frost by providing adequate heating for the Property
- (35) not to dispose of fat, rice or any other similar matter into the drain, sinks or waste serving the Property in order to prevent them from being blocked
- (36) to clear or pay for the reasonable cost of clearing all blockages and stoppages to any drain, sink, bath, shower, w.c. or other waste serving the Property resulting from any misuse or default by the Tenant or anyone residing in or visiting the Property
- (37) to keep the garden (if any) and drain gullies clear of leaves and litter, unless otherwise agreed in writing. The Landlord reserves the right to charge the Tenant for unblocking gullies and carrying out such maintenance work
- (38) to ensure that the Property is kept properly ventilated
- (39) not to place or leave anything which may obstruct any of the common areas (if any) in the Property
- (40) to pay the Landlords' reasonable administration charges and all reasonable legal costs or other costs and expenses incurred by the Landlord in connection with the recovery of any arrears of Rent or other monies payable under this Agreement or the enforcement of any breach by the Tenant of the terms of this Agreement. Where no charge is specified, the Landlords' administration charges will be assessed according to the time reasonably spent by the Landlord. This also applies to removal of the Tenant's property once the tenancy has ended. All such charges include the Landlord's own time
- (41) to pay all water charges or Council Tax (if applicable) relating to the Property. If the Property is part of a dwelling (as defined under the Local Government Finance Act 1992) Council Tax must be paid for the Property which will be a fair share of the tax payable. The liability to pay Council Tax applies even where some of the residents of the Property or the dwelling are exempt from Council Tax. If the Landlord has to pay such charges or tax, the Tenant will reimburse the Landlord for them
- (42) if the Property is broken into, not to arrange for the same to be boarded up or repaired without the express prior agreement of the Landlord or the use of the Landlord's approved contractor for this purpose as notified to the Tenant, otherwise the Landlord may withhold payment for non approved contractors
- (43) to leave the Property in a safe and secure condition when the Property is unattended at any time
- (44) not to do anything which may create a fire or safety hazard at the Property, including not smoking where this is prohibited. This includes not overloading electrical sockets
- (45) to pay the Landlords' administration charges (if any) as specified in the Details
- (46) to pay interest at the rate of 3% per annum above the base minimum lending rate of the Royal Bank of Scotland on any rent or other money lawfully due which is in arrears for more than 7 days after the day on which it became due (such interest to be paid both before and after any Court Judgment)
- (47) to comply with all requirements imposed by law in relation to the Property (except for any which the Landlord is obliged by to observe) and not to do anything which is a breach of any term of any licence relating to the Property
- (48) the Tenant shall carry out any test (including any visual inspection) required to the fire or carbon monoxide detection and emergency lighting (if applicable) and burglar alarm systems (if any) at the property
- (49) to replace the batteries in any non hard wired fire detectors where necessary
- (50) to keep the Tenants' own belongings and property at the Property comprehensively insured. Such insurance not to be dependent upon the intruder alarm, if any, being operative
- (51) the Tenant must not bring bicycles, motor cycles or prams into the Property without first obtaining the Landlord's written permission, such permission not to be unreasonably withheld. Hallways and fire escape routes must not be impeded
- (52) if the use of blu tack or any similar adhesive substance damages any paintwork/wall covering, the Landlord reserves the right to charge the Tenant the reasonable cost for putting right any damage caused to same
- (53) to allow the Landlord or the Landlord's Agent to display "For Sale" or "To Let" boards on the outside of the Property
- (54) not to change the burglar alarm code without the Landlord's written permission, such permission not to be unreasonably withheld
- (55) to vacate the Property no later than the time specified in the Details and leave the Fixtures and Fittings at the determination of the Term in a clean state and in good condition (fair wear and tear excepted) and in accordance with the Tenants' agreements contained in this Agreement
- (56) to pay the Landlords' reasonable charges for preparing any inventory/schedule of condition relating to the Property both at the beginning and end of the tenancy
- (57) to provide the Landlord without delay with satisfactory proof of payment for all utilities in respect of the Property for the Term once the tenancy has ended
- (58) to return the keys of the Property to the Landlord/Agent on the agreed Termination Date and at the agreed time or at the end of the tenancy (whichever is sooner). Keys not returned will be charged at £20 per key
- (59) that evidence of bed bug infestation within the Property shall be reported immediately in writing to the Landlord.
  - (a) if the Landlord has had the Property professionally cleaned at the outset of the Term or if the infestation is

by or becomes more extensive as a result of any fault on the part of the Tenant, the Tenant shall be responsible for the reasonable cost of professional infestation treatment together with any reasonable consequential costs

(b) in either of the cases referred to in subparagraph (b) the Tenant shall also facilitate eradication by arranging thorough professional clean of the whole of the Property (at the Tenant's expense) or (at the option of the Landlord) pay for the reasonable costs of the same.

(60) that the Tenant shall be responsible for the supply and fitting of light bulbs/spotlights within the Property. Where it could be unsafe for the Tenant to do so then the Landlord will arrange for the fitting of the same and the Landlords' reasonable costs shall be payable by the Tenant.

## **OTHER AGREEMENTS**

10. It is agreed as follows:-

- (1) If the tenant is at least 7 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, then, subject to any statutory provisions, the Landlord may forfeit (i.e. bring to an end) the tenancy and recover possession of the Property. (Note: This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977). The Landlord may only exercise this right by Court action whilst anyone is residing at the Property
- (2) the Landlord may terminate this tenancy on any of the Grounds specified in Schedule 2 of the Housing Act 1988 (which includes non-payment of Rent, breach of the Tenancy Agreement and nuisance/annoyance)
- (3) this Agreement shall take effect subject to the provisions of Section 11 to 16 of the Landlord and Tenant Act 1985. This sets out the Landlords' repairing obligations in respect of the structure and exterior and certain installations in the Property
- (4) the Landlord may make a reasonable charge to the Tenant for lost keys if the Landlord has to call at the Property because the Tenant has lost any keys to the Property or is otherwise locked out or to reset any alarm (unless due to the fault of the Landlord or anyone for whom the Landlord is responsible) or if any cheque/standing order/direct debit/credit or debit card for the Rent is dishonoured/fails to be paid for any reason or if the Landlord has to write a letter to the Tenant or send an email to the Tenant about rent arrears or because the Landlord receives a complaint about the Tenant regarding nuisance/annoyance. This will be £30.00 for each time a cheque/standing order/direct debit/credit or debit card is dishonoured/fails to be paid and £50.00 for each call out relating to the keys or an alarm during working hours. Out of hours it will be based on time spent. Any reasonable contractor's costs will be paid in addition. Lost keys will be charged at £20 per key. Where a figure is specified, a higher charge may be made where it is reasonable to do so having regard to the work involved. Reassignment of a tenant in the contract will be charged at £50 per tenant.
- (5) the provisions of Section 196 of the Law of Property Act (which sets out how Notices can be served) shall apply to any Notice authorised or required to be served under this Agreement or under any statutory enactment
- (6) the Landlord shall not be liable for any interruption in or failure to provide any facility or service which the Landlord undertakes to provide which is caused by circumstances beyond the reasonable control of the Landlord
- (7) the Landlord shall not be liable to the Tenant for any loss or damage of any kind resulting directly or indirectly from any burglar alarm being inoperative (wholly or partially) whether due to the same being out of repair, inoperative or not activated
- (8) this Agreement is not intended to confer any rights on third parties under the Contracts (Rights of Third Parties) Act 1999
- (9) the Landlord shall be entitled to retain a set of keys for the Property to be used:-
  - (a) in an emergency
  - (b) if the Property is unoccupied
  - (c) where arrangements for access have been agreed with the Landlord or
  - (d) to carry out repairs which have been notified to the Landlord by the Tenant or
  - (e) to carry out the Landlords' legal obligations
- (10) If the Property is damaged by fire or any other risk against which the Landlord effects insurance (referred in this Agreement as "insured risks") so that it cannot be occupied, the Rent shall be suspended until the Property is reinstated.
- (11) Any of the Tenant's furniture or belongings which remain at the Property once the tenancy has ended and the Tenant has vacated shall be treated as abandoned. The Landlord shall be entitled to deal with or dispose of any such items as the Landlord sees fit. The Landlord may make a reasonable charge for the cost of dealing with such items. This may include trade refuse charges
- (12) The obligations owed to the Landlord by any person who is the Tenant shall cease to be of effect when that person enters into permitted Assignment of the tenancy but this does not cancel liability for any breach occurring before the date of the Assignment or affect any Guarantee given by such person to the Landlord
- (13) If during the term the Landlord carries out any works to provide facilities or amenities at the Property (including fire precautions or the provision of a new bathroom, kitchen, toilet or wash hand basin) so as to comply with the conditions of any licence effecting the Property then: –
  - (a) the Tenant shall have no claim against the Landlord and the Landlord shall be under no liability to

the Tenant

- (b) the Tenant shall not be entitled to any reduction or refund in respect of the Rent (except in respect of any expressly agreed with the Landlord prior to the work being carried out) These provisions will apply even if all the Property or any part of the Property is temporarily incapable of being used, but subject to the Landlord taking all reasonable and practicable steps within his power to minimize any consequent disruption.

(14) The Tenants own furniture and belongings at the Property shall be at the Tenant's risk. The Landlord shall not be liable to the Tenant for any loss or damage to the Tenant's belongings or of any other kind (including loss or damage resulting directly or indirectly from any burglar alarm being inoperative for any reason) unless due to the Landlord's negligence default or breach of any of the terms of this Agreement

(15) If the Details provide that Rent must be prepaid, the Landlord will refund any prepaid payment of Rent which relates to a rental period beginning after the tenancy ends (subject to the rights of the Landlord to set off any Rent or other money payable to the Landlord by the Tenant)

#### **SPECIAL LETTING TERMS**

11. Any special terms which the Landlord and Tenant have agreed to, such as the Landlord agreeing to carry out any work before or during the tenancy, are listed as an Addendum to the Agreement and are listed on the attached page which should also be signed by the Landlord and Tenant. If no page is present, then there are none. In so far as any special term is inconsistent with any of the standard terms set out in Clauses 1 to 10 the special term will override the relevant standard term.

#### **ASSURED SHORTHOLD TENANCY**

12. This Agreement is intended to create an Assured Shorthold Tenancy

**SIGNED by the LANDLORD/AGENT:**

**SIGNED by the TENANT**

## Address of Property:

### LEEDS PROPERTY ASSOCIATION - MAIN TERMS OF THE TENANCY AGREEMENT:

1. The tenancy is a fixed term tenancy. This means you cannot end the tenancy early unless the Landlord expressly agrees this with you. This means you have to pay the Rent etc. for the full duration of the tenancy
2. If there is more than one person who is the Tenant, each person is jointly and individually liable to pay the Rent and comply with the other terms of the tenancy. Each is therefore individually responsible for paying the full Rent and for any damage
3. The Tenants are responsible for payment of Council Tax (unless Student or other Exemption applies), water charges, gas, electricity and for the telephone and any other utility charges. The Landlord can hold back the Deposit until the Tenant provides proof of payment of all those utility charges.
3. The Property must be kept clean and tidy. The cellar/basement must be left clear of rubbish. All rubbish must be put in dustbin liners in the dustbin/wheelie bin provided
4. No portable gas heaters or paraffin heaters may be used at the Property
5. Neighbours must not be annoyed e.g. by noisy parties
6. No pets may be kept at the Property without written permission
7. Any repairs to be done by the Landlord must be reported in writing
8. If any cheque/standing order/direct debit/credit or debit card for the Rent is returned unpaid for any reason a charge will be made. A charge will be made for arrears letters or dealing with complaints
10. No locks may be fitted or changed at the Property
9. If there is a break in you must not arrange temporary boarding up without the Landlord's express permission at the time, or if one has been notified to you by using the Landlord's approved contractor. Otherwise the Landlord will not accept responsibility for the cost
10. You must not bring furniture into the Property without permission
11. All furniture or furnishings brought into the Property by the Tenant must comply with fire safety regulations
12. The Tenant must take care of the Property and the Landlord's furniture etc
13. If the Property is left empty in cold weather adequate heating must be left on.
14. The water stop cock must be turned off if the Property is left vacant at any time other than for short periods
17. The Property must be left secure if unattended. Any burglar alarm must be switched on
15. The Tenant's own property is at his/her risk
16. You must notify the Landlord in writing of any change in utility supplier
17. You must seek the Landlord's permission prior to the installation of any prepaid/token meter
18. When vacating you must leave by 12 noon. Any of the Tenant's own furniture or belongings left behind will be regarded as abandoned so the Landlord can dispose of them.
19. If there is a bed bug infestation you must tell the Landlord immediately in writing. You can be charged for the eradication if the Landlord has had the property professionally cleaned at the start of the tenancy or the infestation is your fault (or is made worse due to your fault, e.g. delaying telling the Landlord)
20. Redecoration needs the Landlord's permission. If the Landlord uses standard colours these must be reinstated at the end of the tenancy
21. At the end of the fixed term, unless the Tenant vacates before the end of the fixed term, then by law a statutory periodic tenancy comes into effect. This is on the same terms and at the same Rent as the tenancy which has run out.
22. The period of this periodic tenancy depends on the frequency of the rent payments. This new tenancy will still be an Assured Shorthold Tenancy. When the Tenant wants to end this new tenancy, notice must be given to end this tenancy. The length of the notice depends on the length of the period of the tenancy but will always be a minimum of 4 weeks. It may be longer. This does not mean that the Tenant can end the initial fixed term early. The Landlord may also give notice to end the tenancy.

### **IMPORTANT NOTE:**

**THIS SUMMARY ONLY SETS OUT CERTAIN OF THE TERMS OF THE TENANCY. YOU ARE BOUND BY ALL OF THE TERMS OF THE TENANCY AGREEMENT. YOU SHOULD THEREFORE READ THE WHOLE OF THE AGREEMENT CAREFULLY BEFORE YOU SIGN IT.**

**WARNING:** IF THE PROPERTY IS A LICENSED HMO THE LANDLORD MAY BE REQUIRED TO CARRY OUT WORK TO COMPLY WITH THE LICENCE CONDITIONS. THIS CAN INCLUDE PROVIDING FIRE PRECAUTIONS OR AMENITIES E.G. TOILETS, WASH HAND BASINS OR KITCHEN FACILITIES. WHILST EVERY EFFORT WILL BE TAKEN TO MINIMISE DISRUPTION, THE LANDLORD WILL NOT ACCEPT ANY CLAIMS OR LIABILITY FOR THE WORK AND IN PARTICULAR (UNLESS EXPRESSLY AGREED IN WRITING) NO REFUND OF RENT IS DUE BECAUSE THE PROPERTY CANNOT BE OCCUPIED IN WHOLE OR IN PART WHILST THE WORK IS CARRIED OUT.

## **CONSENT TO DISCLOSURE OF INFORMATION:**

- (1) I/We consent to the disclosure of information to the Landlord concerning myself/any of us by any utility supplier, local authority or educational establishment which may be relevant to the tenancy, my/our conduct of it, or the Property
  
- (2) I/We consent to the disclosure of information concerning myself/any of us by the Landlord to any tenant reference agency, credit rating agency, debt collection agency, utility service provider, local authority or educational institution
  
- (3) I/We also consent to the disclosure of information concerning myself/any of us by the Landlord to any person who is a Guarantor or prospective Guarantor of any tenant, former tenant or prospective tenant under the tenancy or to a former or prospective landlord/agent.

Information which may be given by the Landlord to third parties relates to my/our conduct as tenant, rent payment history and details relevant to carrying out my/our obligations under the tenancy or in relation to the Property.

## **TENANT SIGNATURE(S):**

## **IMPORTANT:**

**Your attention is drawn to the attached Privacy Notice – Your Information**

## **PRIVACY NOTICE – YOUR INFORMATION**

### **Privacy**

We know that you may be concerned about how your personal or financial information is dealt with by us. This privacy statement sets out how we deal with this information and how and when it may be shared with others. We may change this statement at any time in the future.

### **Personal/Financial Information**

We maintain records of personal/financial information concerning you. This includes the details which we obtain from you at the outset of the tenancy and records concerning rent payments, your conduct in relation to the tenancy, repairs, utilities and the other information which you would expect relating to the tenancy and/or the property you occupy. We collect this information to enable us to manage the tenancy/the property and also to ensure that we are able to carry out our responsibilities. This information will be retained once the tenancy has ended for so long as it is considered necessary. Any staff employed by us or our professional advisers may have access to this information.

### **Third Parties**

When you sign the original application for a tenancy and/or your tenancy agreement we ask you to consent to the disclosure of information to certain third parties. Where you are a joint tenant, obviously information relevant to the tenancy may be shared with any of the other tenants since, where you are joint tenants, you are each jointly and individually liable for paying the rent and complying with the terms of the tenancy.

We may share information with tenant reference agencies or credit agencies or debt collection agencies. We may also share information with past or prospective landlords/letting or managing agencies. This is to enable us to report on the way in which you have conducted the tenancy with us. This includes reporting concerns to other landlords/agents (including prospective landlords/agencies), with reference to the tenancy or the property. This may include details of unpaid rent or utility bills or other breaches of tenancy terms. This will enable them to make enquiries as to your future desirability as a tenant or for information to be given by us to them which is relevant to the management of the tenancy.

Information (including details of any unpaid rent or breaches of tenancy terms) may be given to any guarantor or prospective guarantor under the tenancy.

Information may also be given to utility service providers, the local authority or any educational establishment. Information which may be given to them will be information which may be relevant to the tenancy/the property including information about unpaid bills or the way in which the tenancy has been conducted by you.

On occasion it may also be necessary for us to share information with parents or other close relatives of a tenant where we consider this to be appropriate and necessary either in your interests or to assist us in ensuring that you carry out your responsibilities under the tenancy or to enable us to carry out our own responsibilities.

## **PRESCRIBED INFORMATION**

### Dispute Service Scheme (Tenancy Deposit Scheme – TDS)

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.

#### **The Deposit, Address of Premises and Tenants Names relating to the tenancy are listed on page 1.**

1. The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.
2. A leaflet entitled "What is the Tenancy Deposit Scheme"? explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being the person named above as the Deposit holder(s).

#### **At the end of the tenancy**

- The Deposit will be released following the procedures set out in clause 8. of the Tenancy Agreement provided separately
- Deductions may be made from the Deposit according to Clause 8. of the Tenancy Agreement provided separately. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.
- The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in "What is the Tenancy Deposit Scheme"?, which is attached to this document. More detailed information is available on: [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)
- TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the Landlord of the Agent. Under these circumstances, the Member must do the following:
  - Make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
  - Determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do.
  - Allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".
  - A formal record of these activities should be made, supported by appropriate documentation.
  - Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.
  - Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.
  - The Landlord confirms that the information provided to the 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.

#### **The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:**

The Dispute Service Ltd, P O Box 1255,  
Hemel Hempstead ,Herts, HP1 9GN  
Phone 0845 226 7837  
Web [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)  
Email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Fax 01442 253193

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

### **WHAT IS THE TENANCY DEPOSIT SCHEME?**

The Dispute Service is an independent, not-for-profit company set up in 2003 to resolve complaints and disputes about tenants' deposits in the private rented sector – speedily, cost-effectively and fairly. We operate the Tenancy Deposit Scheme, which is one of the three approved tenancy deposit protection schemes.

#### **What is the Tenancy Deposit Scheme?**

The Tenancy Deposit Scheme (TDS) protects the deposits that tenants give to private landlords. It also offers a way of resolving disputes about returning those deposits

Tenancy deposit protection schemes apply to all assured shorthold tenancies that started on or after 6 April 2007 in England and Wales where the annual rent does not exceed £100,000 a year.

Under the Tenancy Deposit Scheme:

- deposits will be protected during the tenancy;
- the person or organization holding the deposit must return it to the tenant promptly at the end of the tenancy, provided there is no dispute about returning it;
- any dispute about returning the deposit will be dealt with fairly by the Independent Case Examiner;
- the Independent Case Examiner will decide the dispute quickly, and the deposit will be paid out without unnecessary delay.

Tenants can check if their deposit is registered with the Tenancy Deposit Scheme by visiting [www.tds.gb.com](http://www.tds.gb.com) and going to the Is my Deposit Registered? page. Tenants enter their unique tenancy code or their surname, the amount of the deposit, the tenancy postcode, and the date their tenancy started.

#### **What are the legal requirements?**

The Housing Act 2004 states that any landlord or agent who takes a deposit from a tenant for an assured shorthold tenancy must put it in an approved tenancy deposit protection scheme. Landlords or agents who fail to do this within 30 days of receiving the deposit can be fined up to three times the value of the deposit as a result of court action. They also cannot serve a Section 21 notice to end a tenancy and regain possession of the property until:

- the deposit has been repaid; or
- legal proceedings for failing to protect the deposit have ended.

#### **The Housing Act also states that:**

- the tenant must be told which tenancy deposit protection scheme their deposit is held in;
- the deposit must be in money;
- landlords who do not give the tenant the information they are required to under the law about protecting their deposit will not be able to issue the tenant with a Section 21 notice;
- the landlord or agent must give the deposit to the scheme operators when asked to do so;

- each scheme must have procedures for resolving disputes without legal action (using 'alternative dispute resolution'), but the parties can go to court if they prefer.

If there is no dispute, the deposit holder must return the undisputed deposit amount to the tenant within 10 days of being asked to repay it. The Act allows for deposits to be held in:

- a custodial scheme – the money is held by an independent third party outside the landlord's control;
- an insurance-based scheme – the money is held by the landlord or their agent, provided they have suitable insurance arrangements.

Each tenancy deposit protection scheme has its own rules. The rules for TDS are set out in the following documents:

- The Tenancy Deposit Scheme for Lettings Agents and Corporate Landlords: Membership Rules
- The Tenancy Deposit Scheme for Landlords: Membership Rules
- The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes
- You can view these documents at [www.tds.gb.com](http://www.tds.gb.com)

#### **Who can join the Tenancy Deposit Scheme?**

The Tenancy Deposit Scheme is open to landlords and regulated letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS rules – to determine if they can be accepted as members, and what their subscription will be. Landlords and letting agents who wish to join must be members of one of the approved bodies mentioned below.

#### **What is an approved body?**

An approved body is any professional body, accreditation scheme or trade association that TDS has approved to give their members a streamlined application process and a reduced subscription. Approved bodies are also expected to take appropriate disciplinary action against their members who fail to comply with the TDS rules. The following are all approved bodies: The Association of Residential Letting Agents, Royal Institution of Chartered Surveyors, the National Association of Estate Agents, the National Approved Lettings Scheme and the Law Society.

#### **How are deposits held and protected?**

Normally, the tenant and the landlord decide together where the deposit will be held, helped by any letting agent who is involved. The deposit-holder must be a member of the Tenancy Deposit Scheme. If there is a dispute about the deposit, the landlord or letting agent can try to resolve it. If that fails, any of the parties – landlord, agent or tenant – can take the dispute to the Independent Case Examiner, who will:

- appoint an adjudicator to help consider the evidence provided by the landlord, agent or tenant; and
- aim to issue a decision within 28 days of receiving all the necessary papers.

#### **If there is a dispute, what happens to the deposit?**

The member should send the disputed deposit amount to TDS. After the Independent Case Examiner has considered the matter, TDS will make a payment to the tenant according to the Independent Case Examiner's instructions. If the member does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. TDS has a special cash fund that enables the Independent Case Examiner to continue an adjudication in these circumstances. If the member cannot pay what the Independent Case Examiner requires, for example because it has become insolvent, TDS will pay instead and make a claim to its insurers.

#### **How are disputes resolved?**

- The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.
- If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.
- The party who wishes to put the dispute to TDS must use the Notification of a Deposit Dispute form to state the details of the dispute, and provide any relevant supporting documents.
- Whoever is holding the deposit must send the disputed amount to TDS.
- The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.
- The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.
- The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

#### **Why is it better to resolve a dispute through the Independent Case Examiner 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. The Independent Case Examiner's successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video).

#### **Do all landlords and agents have to join TDS?**

No. They can join one of the two other tenancy deposit protection schemes: The Deposit Protection Service and MyDeposits.

#### **How much does it cost to join TDS?**

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords. Provisional subscriptions for corporate landlords are available on application. Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid. There is normally no further charge for resolving disputes, which is free to tenants.

#### **Management of TDS**

TDS is overseen by a Board, which is responsible for the operation and financing of the business. The Board does not have any role in resolving dispute.

## **Signed by the Tenants**

## **Signed by the Landlord**