

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- **This Tenancy Agreement 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 the agreement contains a break clause, or written permission is obtained from the Landlord.**
- **Where there is more than one Tenant, all obligations, including those for Rent and repairs can be enforced against all Tenants jointly and against each individually. Where the tenancy is subject to deposit protection, joint Tenants may have to nominate a lead Tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.**
- **If you are unsure of your obligations under this agreement, you are advised to take independent legal advice before signing.**

General Notes

1. This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of Landlord and Tenant.
2. Prospective Tenants should have an adequate opportunity to read and understand the Tenancy Agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if it is sent by post in a registered letter (if the letter is not returned undelivered) addressed to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Unfair Contract Terms Guidance published by the Competition and Markets Authority.
7. If you accept a tenancy deposit under this tenancy, it must be protected by a tenancy deposit protection scheme and certain documents must be given to the Tenant. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term period the Tenant is required to give at least 28 days' notice (or one month in the case of a monthly tenancy) in writing to end the tenancy. The Tenant's notice must end on the first or last day of a period of the tenancy in accordance with the common law rules. The Landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988 but the Landlord's notice does not need to expire on the first or last day of a period of a tenancy.

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 #full_date#

Landlord(s) #owner_name#

Landlord's Agent **Drake & Co Estate Agents Limited**

Anson Parade, 161a Dickenson Road, Rusholme, Manchester, M14 5HZ

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

Tenant(s) #tenant_name_block#

Tenant(s) Email (see clause 12.4)
#tenant_email_block#

Maximum Number of Permitted Occupiers (see clause 5.8.) #tenancy_no_occupants#

Property The dwelling known as #property_address#

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

Term For the term of #tenancy_term_in_months#
commencing on #tenancy_start_date# and ending on #tenancy_end_date#

Rent #tenancy_rent_agreed# #tenancy_rent_frequency#

Payment The first month's Rent must be paid in advance by **20th June 2026**
Subsequent Rent payments are to be made in advance by equal payments on the **1st of each month**
Rent is payable by standing order or bank transfer (other payment methods must be mutually agreed in writing)

Deposit A Deposit of #tenancy_deposit# is paid by the Tenant to the Landlord/Agent which is due by **20th January**
The Deposit is held by the Agent as Stakeholder. The Agent/Landlord is a Member of the Tenancy Deposit Scheme. Deductions may be made from the Deposit according to the terms of this Agreement

Bank Details All payments are made via bank transfer using the details below
Business Account
Account Name: Drake & Co Estate Agents Ltd
Account Number: 43015858
Sort Code: 20-01-96
Reference: #tenancy_payment_reference#

Interest Any interest earned will belong to The Agent

Member The Member refers to either the Agent or 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. Deposit: The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any Rent due under this Agreement. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet/terms and website)

The Deposit has been taken for the following purposes:

- Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord
- The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the premises, its fixtures and fittings
- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable
- Any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy

The Tenant agrees with the Landlord: (clauses 3 to 7)

3. Rent and Charges

(3.1) To pay the Rent on the days and in the manner specified by the Landlord. If Rent is paid later than the day written in the agreement, a charge of 3% above the Bank of England base rate will be applied

(3.2) To pay promptly to the authorities to whom they are due, Council Tax, water and sewerage charges, gas, electric, television licence and telephone and other communication charges (if any) relating to the Property, where they are incurred during the Term of the tenancy or any subsequent periodic tenancy, 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 disconnected due to the Tenant's act or default. The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant's name on commencement of this tenancy and to notify the Landlord or his Agent prior to changing supplier for any of the utility services stated above

(3.3) To pay the Landlord's reasonable costs incurred as a result of any breach of the terms of this Agreement by the Tenant

(3.4) To pay the reasonable costs incurred by the Landlord or Agent where the Tenant requests early termination of the tenancy, and the Landlord has accepted the request, or where the Tenant fails to give the legally required notice to end a periodic tenancy

(3.5) Where the Tenant requests a variation, assignment, or novation of this tenancy agreement, such request shall be subject to the Landlord's prior written consent, which shall not be unreasonably withheld or delayed. The Tenant shall pay to the Agent a fee of £50 or the reasonable costs incurred by the Landlord or Agent if higher

Where the request involves a change or replacement of Tenant, the following additional conditions shall apply:

- Any change or replacement of Tenant must be approved in writing by the Landlord before taking effect
- There must be a minimum of six (6) months remaining on the tenancy term for a Tenant changeover to be considered
- The outgoing Tenant will remain responsible for all obligations under this Agreement, including payment of Rent, utilities, and council tax, until a replacement tenancy or duly executed deed of assignment or novation takes effect
- The outgoing Tenant shall be responsible for the Landlord or Agent's reasonable costs arising from the termination or variation of the tenancy and any reletting of the Property. Such costs shall not exceed the actual financial loss suffered by the Landlord, or the reasonable costs properly incurred by the Agent, in permitting or arranging for the Tenant to leave early

(3.6) Where Rent is received from a third party, the Landlord will accept such payment as having been made by that person as the Tenant's agent. The Landlord shall be entitled to treat the payment as valid and binding, but this shall not create any tenancy or tenancy rights in favour of the third party making the payment

4. Start of the Tenancy

(4.1) The tenancy shall commence on the date stated in this Agreement, subject to vacant possession of the Property being available. If the Property is not vacant on that date, the tenancy shall instead commence on the earliest date that vacant possession is available

(4.2) If Tenants collect keys on the tenancy commencement date, the previous occupants may have vacated the Property only 24 hours earlier. The Landlord or Agent may therefore be carrying out final inspections, safety checks, maintenance, or cleaning (if required) as soon as reasonably practicable

(4.3) Key collection is from **2pm onward** on the tenancy commencement date and is a first come first service basis. If multiple Tenants are moving in on the same day, one person must be nominated to collect keys on behalf of all Tenants

(4.4) The Landlord or Agent shall not release the keys to the Property until all required payments, signed documentation, and guarantor agreements have been completed (where applicable) and verified to the Landlord's or Agent's reasonable satisfaction

(4.5) Where the Landlord or Agent has prepared an Inventory/standardised Property Condition Report for the Property and given a copy to the Tenant at the start of the tenancy, unless the Tenant returns a signed copy of the Inventory/standardised Property Condition Report by 30th September with any appropriate alterations, notes and photos as required, it shall be taken that the Tenant accepts the Inventory as a full and accurate record of the condition of the Property and its contents

5. Use of the Property

(5.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property

(5.2) To use the Property as a single private dwelling as the Tenant's only or principal home and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(5.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(5.4) 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

(5.5) 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

(5.6) Not to use the Property for any illegal or immoral purposes

(5.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

(5.8) The Tenant must not permit the number of persons occupying the Property to exceed the Maximum Number of Permitted Occupiers stated in this Agreement, without the Landlord's prior written consent. The Tenant acknowledges that exceeding this number may place the Landlord in breach of Houses in Multiple Occupation (HMO) or licensing regulations, for which the Landlord could be prosecuted or fined. If the Tenant breaches this clause and, as a result, the Landlord incurs any fine, penalty, or reasonable legal costs, the Tenant agrees to indemnify and reimburse the Landlord for those sums in full

(5.9) **This is a non-smoking Property.** The Tenant agrees not to smoke or use e-cigarettes, or permit any family member, guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's prior written consent

6. Repairs and Damage to the Property

(6.1) Not to damage the Property or Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused or delayed. The Tenant agrees to pay for any damage caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers. Accidental damage, even if unintentional, is classified as damage for which the Tenant will be held responsible

(6.2) Not to remove or permit to be removed any furniture or other contents from the Property without the written permission of the Landlord. The tenant agrees to pay the reasonable costs incurred by the Landlord or Agent 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.

(6.3) 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. Fair wear and tear means the natural and expected deterioration resulting from normal use. However, any damage caused by the Tenant's actions or negligence is not considered fair wear and tear and will be the Tenant's responsibility

(6.4) The Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' e-mail notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. Each time a member of staff, the Landlord and/or a contractor attends the property, it will be treated as an inspection and any issues found during the visit will be documented

(6.5) To promptly report any damage, disrepair, defect, or event causing damage to the Property as soon as Tenants become aware of it, following the proper procedure by submitting a report via the online Report a Problem portal at <https://www.drakes.co.uk/tenants/repair-request/>. Any verbal notification must be confirmed in writing. The Tenant must promptly rectify any issue for which they are responsible that is causing or likely to cause damage. Failure to report or address such matters in a timely manner may result in the Tenant being held liable for any additional damage or costs arising from delay

(6.6) The Landlord's responsibility to carry out any repair or maintenance arises only once they have been made aware that the repair is necessary. Once notified, the Landlord will take all reasonable steps to complete the repair within a reasonable and responsible timeframe, having regard to the nature and urgency of the issue. The Landlord is not required to carry out repairs for any damage or defect that the Tenant is responsible for repairing under their duty to take reasonable care of the Property

(6.7) The Tenant is responsible for regularly maintaining the gardens, driveways, pathways, lawns, hedges, rockeries, and ponds (if any) in a good, safe, neat, and tidy condition. The Tenant must not remove any trees, plants, or shrubs without the Landlord's prior written consent

(6.8) The Tenant is responsible for cleaning all internal and external windows and doors throughout the Property. The Tenant must also replace any broken glass in windows and doors damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers

(6.9) 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 without the prior written consent of the Landlord, such consent not to be unreasonably withheld

(6.10) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage. To remove all evidence of blutack, pin marks, adhesives etc from walls or, deductions will be made from the Deposit held to rectify any damage caused

(6.11) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation

(6.12) 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 or Agent

(6.13) Not to cause any blockage to the drains, pipes, sinks or baths. If a blockage is caused by improper maintenance, Tenants will be responsible for the cost of the repair required to rectify this and any damage caused

(6.14) Not to introduce into the Property any portable heaters fired by liquid, bottled gas fuels or electric without the Landlord's prior written consent

(6.15) The Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Do not cover or remove detectors under any circumstances. Should the property have a fire alarm panel this will be tested annually. However, if a fault registers Tenants have a responsibility to notify the Agent immediately along with any faulty detectors by reporting this via the online portal

(6.16) To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturers or Landlord's instructions (where instructions have been provided). This includes any replaceable, or disposable filters, vacuum bags etc. More information can be found within the Tenant Advice Hub accessible via our website

(6.17) To follow the correct procedure for reporting emergencies outside of working hours. Out of hours emergency contact numbers are listed on the office voicemail (0161 224 2134) and detailed information can be found on the Agent's website. Please be aware, contractors are self-employed and have a call out charge which Tenants will be responsible to pay for, if the call out is due to a Tenant's negligence. The Agent/Landlord do not accept responsibility regarding the availability of the contractor

(6.18) There are a variety of different locks installed at properties, some of which are self-locking e.g. entrance locking handles, roller locks, Yale locks etc. Tenants must familiarise themselves with the types of locks installed in the property, and Tenants will be held responsible for costs involved regarding regaining entry into the property if Tenants become locked out

(6.19) To use a mattress protector at all times to prevent damage to the mattress and to reimburse the Landlord for any reasonable costs of repair or replacement if the mattress is found to be damaged

(6.20) Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent

7. Other Tenant Responsibilities

(7.1) Within seven days of receipt thereof, to send to the Landlord or his Agent all correspondence addressed to the Landlord or the owner of the Property 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

(7.2) To ensure that any claims for Housing Benefit, Universal Credit or equivalent housing support made by the Tenant are legally claimed or received without overpayment

(7.3) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay Rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it

(7.4) To properly secure the Property including all locks and bolts to the doors, windows and other openings as well as setting the burglar alarm (if applicable) when leaving the Property unattended. Where the Property is left vacant for more than 28 consecutive days and the Rent is paid, to notify the Landlord or his Agent in writing, and to allow him access to the Property in order to secure it where necessary

(7.5) Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission

(7.6) To allow the Landlord or their appointed contractors access to the Property, upon being given reasonable written notice, for the purpose of inspecting, maintaining, repairing, or carrying out any works or services at the Property, including but not limited to allowing electrical, gas and similar appliances, pipework and flues to be inspected and maintained

(7.7) The Tenant must allow the Landlord or their appointed contractors access to all external areas of the Property, including gardens, roofs, and pathways, for the purpose of carrying out repairs, maintenance, or improvements at the Landlord's discretion. For such external works, the Landlord and contractors are not required to provide prior notice

(7.8) The Tenant must ensure that any access arrangements for inspections, maintenance, or contractor appointments are honoured so that work can be carried out on the agreed date and time. The Landlord is entitled to recover any reasonable costs incurred from the Tenant if the loss or expense results from the Tenant's actions or negligence. This includes call-out charges for a workman requested by the Tenant where the request was unnecessary or wrongful, and charges if the Tenant fails to keep a scheduled appointment

(7.9) The Tenant is responsible for the safety of all guests and visitors to the Property and must take all reasonable care to protect them from hazards. This includes keeping floors, stairs, and communal areas safe, properly storing dangerous items, and addressing or warning of any defects. The Tenant shall supervise visitors and will be liable for any injury, loss, or damage arising from a failure to exercise reasonable care under this clause

(7.10) To promptly respond to any information requests by the Landlord or his Agent with regard to 'Right to Rent' checks under the Immigration Act 2014 (or any subsequent legislation) and to notify the Landlord of any changes to the Tenant's immigration status

(7.11) The Tenant must not use naked flames or create fire risks, including candles or incense. This is to protect the Property, its contents, and all occupants. The Tenant is liable for any loss or damage, including smoke damage and odour absorbed into the walls and furnishings, and for any associated costs resulting from a breach of this clause

(7.12) Tenants are contractually bound to maintain the Property to a clean and satisfactory standard including internally and externally. Waste and recycling must be emptied regularly and disposed of correctly using the bins provided by Manchester City Council

(7.13) To take all reasonable and practical steps to maintain the Property in a clean and tidy condition and to prevent any infestation of vermin or pests. In the event that a pest infestation is introduced into the Property during the Tenancy as a result of the Tenant's actions or neglect, including failure to maintain cleanliness or improper waste disposal, the Tenant shall be responsible for the costs of pest control, including but not limited to the cost of treatment, remedial work, and damage caused by the infestation. The Tenant agrees to indemnify the Landlord for all reasonable costs and expenses incurred to address the infestation

(7.14) Not to overfill fridge/freezers and to operate them on the correct temperature settings to prevent food spoilage. The Landlord will not be responsible for any spoilage, the Tenant is advised to take out contents insurance for any loss or damage to food. The Tenant must also prevent ice build-up, as excessive ice can cause the appliance to malfunction. The Tenant will be responsible for any damage caused by failure to maintain appliances, including not defrosting it as required

(7.15) All appliances such as: washing machines, dryers, extractors, microwaves and dishwashers (if provided) must be cleaned on a regular basis to ensure the appliance is correctly working. This includes cleaning out all filters and using a recommended cleaning product (e.g. Calgon or dishwasher fluid). If a Tenant requests assistance from a contractor and it is found to be the Tenant's responsibility, they will be liable for the charge of this repair. Example instructions for appliances can be found within the guides included within the Tenant Advice Hub on the Drake & Co website

(7.16) It is the Tenant's responsibility to ensure they have appropriate Contents Insurance in place to cover their personal belongings, including any food and perishable items. The Landlord shall not be liable for any loss, damage, or consequential loss to the Tenant's belongings or food items under any circumstances

(7.17) Tenants must ensure that all communal areas and fire escape routes are kept clear in case of an emergency. Any fire/internal doors fitted must be kept closed at all times, to prevent the spread of a fire throughout the Property. More information regarding fire safety measures and equipment can be found in the Tenant Advice Hub

(7.18) Bikes must not be stored within the Property, they can block fire escape routes and cause damage to walls and/or floors

(7.19) The Tenant is responsible for reading and familiarising themselves with all guidance, manuals, and information provided by the Landlord or Agent, including any links or resources supplied in the Tenant Advice Hub or other communications. The Tenant must follow the instructions and procedures set out in this guidance. The Landlord and Agent will not be liable for any loss, damage, or issues arising from the Tenant's failure to read, understand, or follow the information provided

8. End of Tenancy

(8.1) The Tenant agrees to return the Property and its Contents at the end of the tenancy in the same clean condition as they were provided at the start of the tenancy. Where the Property was professionally cleaned prior to or shortly after the Tenant's occupation, the Tenant must return it to the same standard of cleanliness

- a. To remove all rubbish and refuse from the Property, including internal areas such as cellars and all external spaces. Recycling and general waste must be separated and disposed of correctly using the bins provided to prevent cross-contamination. Excess waste must not be left at the Property. If any rubbish or belongings are left behind at the end of the tenancy, the cost of removal and disposal will be deducted from the Deposit
- b. All rooms in the Property: bedrooms, communal areas, halls, staircase, kitchens etc must be cleaned thoroughly including areas under beds, sofas, chairs etc. All internal windows to be cleaned and paintwork to be wiped down
- c. All kitchen appliances, including but not limited to cookers, extractors, fridges, and freezers, must be thoroughly cleaned. Fridge and freezers must also be fully defrosted, and appliance doors left open to prevent mould or odours. Should Tenants fail to do so, they may be liable for the cost of additional cleaning
- d. Bathrooms must be cleaned with appropriate disinfectants ensuring that discoloured areas are removed, and shower curtains (if applicable) to be replaced with new

(8.2) Tenants must 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

(8.3) Tenants must return the keys of the Property to the Agent by **12pm (midday)** on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned on time

(8.4) Tenants must provide a forwarding address to the Landlord or his Agent either prior to or at the end of the tenancy

(8.5) The Tenant must ensure that all utility bills, including gas, electricity, water, and any other relevant services, are fully settled and paid to the appropriate providers. The Landlord or Agent may require proof that all bills are up to date and paid in full before the Deposit is returned

(8.6) To allow the Landlord or Agent to erect a sign on or outside the Property to indicate that the Property is for sale or available to let

(8.7) To permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice

(8.8) The Agent/Member should inform the Tenant via email as soon as is practicable at the end of the tenancy, if they propose to make any deductions from the Deposit

(8.9) If there is no dispute the Deposit will be allocated according to the deductions agreed. If an agreement cannot be reached, any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication

(8.10) Where there are multiple Tenants, each Tenant agrees with the other(s) that any one of them may consent on behalf of all Tenants to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the Deposit at the end of the tenancy

9. The Landlord agrees with the Tenant that:

(9.1) The Landlord and Agent are entitled to retain a duplicate set of keys to the Property. The Landlord agrees to use these keys responsibly and only for legitimate purposes, such as inspections, maintenance, repairs, or in the event of an emergency

(9.2) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, 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

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

(9.4) In the event that the Property is rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this Agreement as frustrated and terminated subject to the right of the Tenant to recover any Rent paid in advance for the period after the termination

10. Forfeiture Provision. The Landlord may apply to the court to end this tenancy and repossess the Property if:

- a. the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or
- b. the Tenant does not comply with the obligations set out in this Agreement; or
- c. the Landlord was induced to grant the tenancy by a false statement; or
- d. any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy

This termination clause operates subject to the proviso that the Landlord must obtain a court order repossessing the Property

IMPORTANT. Only the Court can order the Tenant to give up possession of the Property

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

"The Agent" refers to the person appointed by the Landlord to manage the property and collect Rent, or anyone who subsequently takes over these rights and responsibilities

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 (subject to the clause below)

(12.4) That notices and other documents given in connection with this tenancy may be served by email on the Tenant at the email address(es) supplied above. The notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent

(12.5) Whilst the Landlord or his Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with trusted third parties such as the Home Office, utility companies, bill management companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Landlord or his Agent will not divulge personal contact details to any other third-party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation

(12.6) Tenants consent to the Agent sending information via email throughout the duration of the tenancy. This includes, but is not limited to: Energy Performance Certificate (EPC), Gas Safety Certificate, EICR Certificate, How to Rent Guide, *What is a Tenancy Deposit Scheme?* leaflet, links to the Tenant Advice Hub and any other important information

13. Special Conditions. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE *(N.B. Clauses in this section have been individually negotiated)*

Special conditions *(attach a separate sheet if necessary)*

.....

.....

SIGNED by the LANDLORD(S) or the Landlord's Agent

#signature#

SIGNED by the TENANT(S)

#signature#

Prescribed Information for Assured Shorthold Tenancies

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

- a. The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited

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

Phone: 0300 037 1000

Email: deposits@tenancydepositscheme.com

Web: www.tenancydepositscheme.com

- b. A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.
- c. The procedures that apply under the scheme by which an amount in respect of a Deposit may be paid or repaid to the Tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.
- d. The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*
- e. The procedures that apply where the Landlord and the Tenant dispute the amount of the Deposit to be paid or repaid are summarised in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tenancydepositscheme.com
- f. The facilities available under the scheme for enabling a dispute relating to the Deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tenancydepositscheme.com

(i) THE DEPOSIT

The amount of the Deposit paid is £ #tenancy_deposit#

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

#property_address#

(iii) DETAILS OF THE LANDLORD/AGENT

Name(s): **Drake & Co Estate Agents Ltd**

Address: C/O Anson Parade, 161a Dickenson Road, Rusholme, Manchester, M14 5HZ

Email address: info@drakes.co.uk

Telephone number: 0161 224 2134

(iv) DETAILS OF THE TENANT(S)

Name(s) LT: #tenant_name_block#

Address(es) for contact after the tenancy ends (if known):

Email address(es) (see *clause 12.4*) and Mobile number(s): Held on record, as provided by the Tenant in their initial application form. The Tenant is responsible for notifying the Agent of any changes to these details during the tenancy.

(v) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD

The circumstances when all or part of the Deposit may be retained by the Landlord(s) by reference to the terms of the tenancy are set out in *Clause 2.1 and Clauses 7.1 to 7.10* of the Tenancy Agreement. No deduction can be paid from the Deposit until the parties to the Tenancy Agreement have agreed the deduction, or an award has been made by TDS or by the court.

(vi) CONFIRMATION

The Landlord certifies and confirms that:

- The information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief

SIGNED by the LANDLORD(S) or the Landlord's Agent

The Tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign the document to confirm that the information is accurate to the best of my/our knowledge and belief.

SIGNED by the TENANT(S)

#signature#