



# Oak Student Letts

34 Shakespeare Street • Nottingham • NG1 4FQ • 0115 958 8787  
Email: info@oakstudentletts.com • Web: www.oakstudentletts.com

## ASSURED SHORTHOLD TENANCY AGREEMENT

**THIS AGREEMENT IS MADE THIS      DAY OF                      20**

1. In this Agreement the following words or phrases shall have the following meanings:-

- "Property" means #####
- "Landlord" means Oak Property Investments Limited (Company Number 3733566) trading as **OAK STUDENT LETTS** having its registered office at 34 Shakespeare Street, Nottingham, NG1 4FQ on behalf of ##### ('the Landlord')
- "Tenants" means
1. #####
  2. #####
  3. #####
  4. #####
  5. #####
- "Commencement Date" means August 8th 2022
- "Rental Office" means **Oak Student Letts, 34 Shakespeare Street, Nottingham NG1 4FQ** ("the Agent")
- "Contract Term" means A Term certain from the Commencement Date to July 9<sup>th</sup> 2023
- "Rental Period" means
- |  |          |
|--|----------|
| Period 1 (August 8 <sup>th</sup> 2022 to September 4 <sup>th</sup> 2022)   | 4 weeks  |
| Period 2 (September 5 <sup>th</sup> 2022 to October 16 <sup>th</sup> 2022) | 6 weeks  |
| Period 3 (October 17 <sup>th</sup> 2022 to January 22 <sup>nd</sup> 2023)  | 14 weeks |
| Period 4 (January 23 <sup>rd</sup> 2023 to April 16 <sup>th</sup> 2023)    | 12 weeks |
| Period 5 (April 17 <sup>th</sup> 2023 to July 9 <sup>th</sup> 2023)        | 12 weeks |
- "Rent" means
- Period 1 = £ #####**  
**Period 2 = £ #####**  
**Period 3 = £ #####**  
**Period 4 = £ #####**  
**Period 5 = £ #####**
- for each Rental Period payable in advance of each such Rental Period or such Revised Rent as determined by Schedule 1(if any)  
For information only, the intention is that these figures are split evenly to equate to:  
**£### per person per week exclusive of bills for Periods 1, 2, 3, 4 and 5**
- "Deposit" means **£300.00 per person** payable by the Tenant to the Agent one calendar month prior to the Commencement Date. The Deposit is held by The Agent as Stakeholder. The Agent is a member of The Tenancy Deposit Scheme. Deductions may be made from the Deposit according to clause 7.3 of the Tenancy Agreement attached.
- "Landlord's Address for Service" means 34 Shakespeare Street, Nottingham NG1 4FQ

"Agent" means Oak Property Investments Limited (Company Number 3733566) trading as Oak Student Letts having its registered office at 34 Shakespeare Street, Nottingham, NG1 4FQ.

"ICE" means Independent Case Examiner of The Dispute Service Ltd.

"Stakeholder" means A person or firm who holds the deposit as a quasi-trustee on behalf of both parties and who cannot release it without the consent of both parties.

- 1.1 The Landlord grants and the Tenant accepts the Tenancy for the Property for the Contract Term at the Rent specified above.
- 1.2 The Landlord and Tenant covenant to be bound by the Tenancy Conditions set out overleaf.
- 1.3 This Agreement is intended to give rise to an Assured Shorthold Tenancy within the terms of Part I Chapter II of the Housing Act 1988 (as amended by the Housing Act 1996) and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly, save where the Landlord serves a Notice under Paragraph 2 of Schedule 2A to the Act.
- 1.4 If two or more persons are together as the Tenant their obligations to the Landlord shall be joint and several.

As witness the hands of the parties hereto the day and year first before written:

**SIGNED** by Owen Cosslett on behalf )  
of the Landlord )

**SIGNED** by \_\_\_\_\_ )

**SIGNED** by \_\_\_\_\_ )

**SIGNED** by \_\_\_\_\_ )

**SIGNED** by \_\_\_\_\_ )

**SIGNED** by \_\_\_\_\_ )

## TENANCY CONDITIONS

### PAYMENTS

2. The Tenant covenants with the Landlord as follows:-
- 2.1 To pay the Rent clear of all deductions at the times specified ( whether demanded or not ) and if so required by the Landlord to pay by bank transfer or by Standing Order to such Bank account as the Landlord may specify.
- 2.2 If a receipt for any payment of rent is required from the Landlord to send to the Landlord a stamped addressed envelope for such purpose.
- 2.3 To pay for all water charges gas and electric light and power which shall be consumed or supplied at or to the Property during the Contract Term and the amount of all charges made for the use of the telephone (if any) on the Property during the Contract Term or a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the Contract Term and to ensure that during the currency of this Agreement all bills and accounts are transferred into the Tenants names.
- 2.4 To pay for the total cost of reinstatement of the services referred to in the previous clause occasioned by the non-payment of these charges and to notify the Landlord in writing prior to changing supplier
- 2.5 To supply to the Landlord receipted utility bills evidencing payment of monies to the Utility Companies up to the end of the Contract Term
- 2.6 If appropriate to perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or any regulations made under that Act to pay Council Tax and to indemnify the Landlord against such obligation which the Landlord may incur by reason of an action by the Tenant which action may include the Tenant ceasing to be resident in the Property or a change in student status during the Contract Term.
- 2.7 To pay for the television licence at the Property for the period of the Contract Term.
- 2.8 To pay a reasonable charge for a change in the contract such as a change of tenant or adjustment to the payment date or period. This fee payable will be agreed with tenant in advance and evidence provided to the tenant for the cost

### PROVISO

3. **PROVIDED ALWAYS** and it is agreed as follows that:-
- 3.1 If the Rent or any part thereof shall be in arrears for 14 days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the obligations on the part of the Tenant the Landlord may re-enter the Property or any part thereof in the name of whole and immediately thereupon the Tenancy shall cease and determine without prejudice to any other rights and remedies of the Landlord.
- 3.2 If any sum payable by the Tenant to the Landlord shall not be paid 14 days after becoming payable (whether formally demanded or not) such outstanding amount shall be subject to addition of interest at the rate of 4% per calendar month above the base lending rate for the time being in force of Barclays Bank plc calculated on a daily basis from the date of the same becoming due until the date of actual payment and the same shall at the option of the Landlord be recoverable by legal action as rent in arrears.
- 3.3 Any notice requiring to be served hereunder on the Tenant shall be sufficiently served if sent by First Class Post to the Tenant at the Property or left addressed to the Tenant at the Property or forwarded to the Tenant by First Class Post at the last known address in Great Britain of the Tenant.
- 3.4 If the Landlord has cause to contact the Tenant or the Tenant's Guarantor due to the Rent or any part of it being in arrears for any period or for any reason following a breach of this Agreement a charge may be levied by the Agent or Landlord's legal representative and this cost will be become due. If such sums are not paid, they will be added to the rent arrears (if any) and will be treated as such thereafter purposes of any legal proceedings.
- 3.5 If the Tenant wishes to make payment of rent on a monthly basis rather than on the dates specified in the Rental Period clause above, the Landlord may at his absolute discretion allow receipt of equal monthly payments in advance from September 1<sup>st</sup> through to April 1<sup>st</sup> inclusive subject to the payment of an administration charge as per clause 2.8.

### PROHIBITIONS

4. The Tenant covenants with the Landlord as follows:-
- 4.1 Not to make any alteration or addition to the Property.
- 4.2 Not to change the internal nor external colour of the Property without the prior written consent of the Landlord and not to suspend or affix to the ceilings walls or contents of the Property by any means whatsoever any pictures, posters or other articles.
- 4.3 Not to keep any caravan, boat, or trailer, or similar chattel at the Property.
- 4.4 Not to carry on any trade, profession or business, on or from the Property and to use the Property as a single private residence only in the occupation of the Tenant
- 4.5 Not to assign or sub-let or part with the Property or any part thereof nor to take in any lodgers or paying guests.
- 4.6 Not to keep any animal, bird, or reptile on the Property without the written consent of the Landlord or the Agent which if given shall be deemed to be by way of licence revocable at will.

- 4.7 Not to cause or allow members of his/her household or visitors to cause a nuisance or annoyance to other persons in the neighbourhood or to any other tenant of the Landlord
- 4.8 Not to commit or allow members of his/her household or visitors to commit any form of:-
- i) criminal offence
  - ii) harassment or threat of harassment on the grounds of race, colour, religion, sex, sexual orientation or which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of his/her household, visitors, any employee of the Landlord or his agents or his contractors.
  - iii) nuisance or intimidation or physical, verbal or written abuse against other tenants, visitors, any employee of the Landlord or his agents or his contractors.
- 4.9 Not to permit or suffer any television, hi-fi, radio, musical instrument, or other sound producing equipment to be audible outside the Property between the hours of 10.30pm and 7.00am and nevertheless outside those hours not to be a nuisance or annoyance to any neighbouring property.
- 4.10 Not to permit or suffer to be done any act or thing which may render void or voidable any policy of insurance on the Property or the building or any part thereof or which may cause an increased premium to be payable in respect thereof and to repay to the Landlord on demand any sums from time to time paid by way of increased premium and further not to keep any combustible or offensive goods, provision or materials in the Property and not to use a paraffin or portable gas heater within the Property.
- 4.11 Not to allow any other person into occupation other than the named Tenants without the express prior written permission of the Landlord or the Agent who reserve the right to refuse permission or to increase the rent payable.
- 4.12 Not to allow drugs of any sort to be taken or used on the Property except as may be authorised or prescribed by a duly qualified Medical Practitioner.
- 4.13 Not to make or have made any duplicate keys to the Property nor to replace or add any new locks to the Property without the prior written consent of the Landlord or the Agent and in the event of such consent being forthcoming the Tenant undertakes that one full set of keys to the new locks shall at all times be provided at the Tenant's expense to the Landlord or the Agent.
- 4.14 Not to erect or permit to be projected outside the Property any wireless/satellite dish or television aerial without the prior written consent of the Landlord or the Agent.
- 4.15 Not to leave the Property unattended for a period of more than 28 consecutive days without the prior written consent of the Landlord or the Agent.
- 4.16 Not to put up outside the Property or inside so as to be visible from the road any signs or notices or advertisements.
- 4.17 Not to do anything to permit any state of affairs to exist on the Property which may be a breach of any Act of Parliament or any regulations or directions under it.
- 4.18 Not to use or permit to use any fridge, freezer, storage heater, fan heater, convection heater or similar item in any bedroom without the prior written consent of the Landlord.
- 4.19 Not to switch off the pilot lights on the boiler at any time during the Contract Term except in an emergency.
- 4.20 Not to cover over or obstruct in any way any air vents in the Property.
- 4.21 Not to remove any door closers, fire safety equipment etc.
- 4.22 Not to fail to allow access without adequate prior notice to the Landlord's contractors for the purpose of undertaking repairs where this has been prior agreed with the Tenant.

## **OBLIGATIONS**

- 4.23 To make good all damage occasioned to the Property or to any other part of the Building through any breach of the obligations contained herein or through improper use by or the negligence of the Tenant or the servants or agents of the Tenant or any persons for the time being in or using the Property or through the stopping or bursting overflowing or leakage to any of the said taps baths washbasins water closets sinks cisterns heaters pipes fittings or apparatus due to the negligence of the Tenant or of any such persons as aforesaid **PROVIDED THAT** this sub-clause shall not impose any liability upon the Tenant which is cast upon the Landlord by Section 11 of the Landlord and Tenant Act 1985 as amended by section 116 of the Housing Act 1988.
- 4.24 To report any damage loss or malfunction of items in relation to the property to the Landlord or the Agent in writing.
- 4.25 To approve the inventory (if provided by the landlord) of the contents and advise the Landlord accordingly within fourteen days of taking up occupation of the Property or receipt of the inventory and is otherwise deemed to have been accepted as a true and accurate record of the contents.
- 4.26 To keep the keys to the Property in a safe place, and if the keys are lost, to pay to the Landlord on demand all costs incurred by the Landlord in changing the locks to the Property and issuing new keys to the Tenant.
- 4.27 To return the keys of the Property to the Landlord on the agreed termination date or at the end of the Contract Term (whichever is sooner). The Tenant agrees to pay for any reasonable charges incurred by the Landlord or the Agent in securing the Property against re-entry where keys are not returned.
- 4.28 During the winter months to take adequate precautions to avoid damage from the freezing and bursting pipes **PROVIDED** this shall not oblige the Tenant to lag or otherwise protect pipes that are not already lagged or protected.
- 4.29 To keep the interior of the Property (including the glass in the windows) during the Contract Term in as good and clean state of repair condition and decoration as the Property is at the Commencement Date and to make good all damages and breakages to the Property which may occur during the Contract Term (fair wear and tear and damage by accidental fire excepted).
- 4.30 To permit the Landlord and all persons authorised by the Landlord with or without workmen at all reasonable times to enter the Property for purposes of:

- (a) examining the state of repair decoration and condition thereof
  - (b) executing repairs decorations or alterations to or upon the Property or any adjoining or neighbouring property
  - (c) cleansing emptying or renewing the sewer pipes drains or soakaways and gutters belonging to the same
  - (d) constructing any buildings or erections adjoining or neighbouring property
  - (e) carrying out his repairing obligations hereunder and any repairs additions alterations or other works which may appear to the Landlord or his agents to be necessary or desirable to the Property.
- 4.31 In accordance with the Tenant's obligations hereunder to repair decorate and make good all defects in the repair decoration and condition of the Property caused by the tenant, of which notice in writing shall be given by the Landlord to the Tenant within one month after the receiving of such notice. With the exclusion of fair wear and tear.
- 4.32 To permit the Landlord and the Agent to enter the Property at reasonable times of day and view the condition thereof and to comply with any notice that may be given by the Landlord requiring any breach of any of the obligations on the part of the Tenant under this Agreement to be made good.
- 4.33 During the last ten months prior to the termination of the Tenancy to permit prospective tenants or purchasers to view the Property at reasonable times and should the Landlord wish to exhibit upon the Property notice that the same is for disposal to permit such notice to be displayed in a proper manner.
- 4.34 If the Tenant's goods or any of them or any goods belonging to members of the Tenant's household shall not have been removed from the Property at the time of expiration or sooner determination of the Tenancy:-
- 4.34.1 To pay to the Landlord rent payable for the Property until the Tenant shall have removed all such goods.
- 4.34.2 If the goods remain on the Property for 21 days after the Landlord reasonably believes the Tenant has vacated the Tenant hereby gives the Landlord consent to remove the goods and sell or dispose of the goods as the Landlord sees fit.
- 4.35 To forward forthwith to the Landlord or the Agent any correspondence addressed to either of them which is delivered to or left at the Property or has otherwise come to the attention of the Tenant.
- 4.36 To keep in a clean and tidy manner the garden of the Property and to use best endeavours to keep the Property free from rubbish or offensive matter.
- 4.37 To arrange for all refuse to be removed from the Property at least once in every week and to place the dustbins out for collection and emptying for every collection by the Council. The dustbins are to be moved off street within 24 hours of the collection date. If as a failure to undertake this instruction any charge is levied by the council to the Landlord such amount will be refundable to the Landlord by the Tenant.
- 4.38 To abide by and to form the terms and conditions of the Head Lease (if any) a copy of which is annexed.
- 4.39 To ensure at the end of the tenancy the Property is left in a clean and tidy condition with no rubbish left at the Property except that which is contained in the rubbish vessels provided for this purpose. To leave no rubbish in loose bags either within the Property or to the front or rear of the Property.

## **FURNITURE**

- 5 If the letting includes the use of furniture and effects:-
- 5.1 The furniture and effects shall be specified in an inventory signed by the Tenant.
- 5.2 The Tenant covenants with the landlord as follows:
- 5.2.1 Not damage or remove from the Property any of the furniture or effects.
- 5.2.2 Make good all damages and breakages to the furniture and effects which may occur during the Contract Term.
- 5.2.3 Leave the furniture and effects at the end of the Tenancy in the same position as they were in at the commencement of the Contract Term.
- 5.2.4 Clean or pay the cleaning of all carpets, furniture, linen, counterpane, blankets, and curtains (if any) including in the letting which shall have been soiled during the Contract Term.

## **LANDLORD'S OBLIGATIONS**

- 6 The Landlord agrees with the Tenant as follows:-
- 6.1 To pay and indemnify the Tenant against all rates, taxes, assessment and outgoings in respect of the Property other than those which are the Tenants obligations.
- 6.2 That the Tenant paying the Rent and performing the obligations on the part of the Tenant may quietly possess and enjoy the Property during the Tenancy without unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- 6.3 To maintain the Property in accordance with the Housing Act.

## **DEPOSIT**

- 7.1 Any interest earned from the Deposit will be held by the Agent.
- 7.2 The Deposit will be returned upon return to the Agent of all sets of keys and provides proof of payment of any outstanding utilities, water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
- 7.3 The Deposit has been taken for the following purposes:
- 7.3.1 Any damage, or compensation for damage, to the Property its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.

- 7.3.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Property, its fixtures and fittings.
- 7.3.3 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.
- 7.3.4 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.
- 7.4. The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:  
 The Dispute Service Ltd., Unit 1, The Progression Centre, 42 Mark Road, Hemel Hempstead, Herts, HP2 7DW  
 phone 0300 037 1000  
 email deposits@tenancydepositscheme.com  
 web www.tenancydepositscheme.com
- 7.5 No keys to the Property will be released until such time as all the Tenants have paid the Deposit to the Agent.

**AT THE END OF THE TENANCY**

- 7.5.1 The Agent/Member must tell the tenant if they propose to make any deductions from the Deposit.
- 7.5.2 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 7.5.3 The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 7.5.4 If, after 21 working days following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 7.5.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 7.5.1 to 7.5.4 above.

TENANT INITIALS/SIGNATURE(S).....  
 .....  
 .....

**ADDITIONAL SPECIAL CONDITIONS**

- 8.1 It is the Tenants responsibility to ensure that all smoke detectors are operational and to replace the batteries as required. If any of the smoke detectors are faulty, the tenants are responsible for informing the landlord or the landlord's agent in writing.
- 8.2 Nothing is to be flushed down the toilets apart from toilet paper and human waste. Nothing is to be put down any of the drains apart from waste water. Any blockages occurring as a result of a breach of this condition will be cleared at the Tenants expense.
- 8.3 The Landlord reserves the right to increase the rent at the end of any fixed term or thereafter by serving of the appropriate notice.
- 8.4 Not to use blue tack, sellotape or similar products to fix things to the walls of the property, but only to use picture rails or, unless wallpapered, picture hooks or drawing pins, in moderation.
- 8.5 Where the Landlord provides a television aerial, dish, or similar, it will be repaired at the discretion of the Landlord. The Landlord shall not accept any responsibility for unsatisfactory radio or television reception.
- 8.6 If a mattress is stained during the tenancy by the tenant or parties related to the tenant the mattress will be replaced in full at the cost of the tenant. The mattress will not be spot cleaned.
- 8.7 Where the Landlord provides an Internet service to the Property, the Landlord agrees to be responsible for any payment due to the service provider or at his discretion make payment to the tenant to cover the Tenants costs in maintaining the connection. The Landlord accepts no responsibility for the configuration of the Tenants computer equipment nor its connection to the installed network system. Where the Landlord is requested to attend the property to rectify any computer or Internet fault, the cost of the visit will be born by the Tenant within seven days where the fault is discovered to be related to the Tenants computer equipment or its connection to the installed network.
- 8.8 The Landlord accepts no responsibility for damage to, or loss of, or theft of the Tenant's personal belongings.

- 8.9 The Landlord shall not be obliged to deal with or enter into any negotiations or discussions with any parties other than those named as the Tenant in this Agreement with regard to the provisions of this Agreement or in relation to the Property generally.
- 8.10 No one other than the named parties to this Agreement has any right by virtue of the Contracts (Right of Third Parties) Act 1999 to enforce its terms.
- 8.11 Any Council Tax demand levied relating to the Property will be the responsibility of the tenant to pay for the duration of the tenancy. If the Council Tax demand is levied to the Landlord or the Agent, the tenant will be responsible for paying the amount of the demand in full to the Landlord or the Agent.
- 8.12 At the loss of a key the Landlord or Agent will charge the Tenant the reasonable cost for the replacement of the said item. This cost will be itemised and will include the cost of postage and the time spent collecting the key. Where the security of the Property is affected the Landlord reserves the right to change the lock(s) (where suited to the same key) at the Tenant's costs. Agents' time as required will be charged at a cost of £15.00 per hour.

## **NOTICES AND MISCELLANEOUS**

- 9.1.1 The Landlord hereby gives notice to the Tenant that the Property is or may become his principal home and further gives notice to the Tenant that possession of the Property may be recovered under Ground 1 in Part1 of Schedule 2 of the Housing Act 1988.

### **Schedule 1 (Revised Rent if applicable)**

## **Prescribed Deposit Information for Assured Shorthold Tenancies**

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.

### **Address of the property to which the tenancy relates**

As per "Property" on the first page of the Agreement.

### **Details of the deposit holder(s):**

Oak Property Investments Ltd trading as Oak Student Letts  
34 Shakespeare Street  
Nottingham  
NG1 4FQ  
Tel: 0115 958 8787  
e-mail: [info@oakstudentletts.com](mailto:info@oakstudentletts.com)

### **Details of tenant(s)**

As per "Tenants" on the first page of the Agreement.

### **Address for contact after the tenancy ends**

As per the address provided on the booking form.

### **The deposit**

The deposit amount is listed on the front page of the agreement.

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.

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 Oak Student Letts.

At the end of the tenancy:

The deposit will be released following the procedures set out in clauses 7.1 to 7.5.5 of the Tenancy Agreement attached.

Deductions may be made from the Deposit according to 7.1 to 7.5 of the Tenancy Agreement attached. 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.tenancydepositscheme.com](http://www.tenancydepositscheme.com)**

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



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

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 Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

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

**Signed by the Tenant(s)**.....

.....

**Signed by the Landlord/Agent** .....

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

The Dispute Service Ltd., Unit 1, The Progression Centre, 42 Mark Road, Hemel Hempstead, Herts, HP2 7DW

phone 0300 037 1000  
 email deposits@tenancydepositscheme.com  
 web www.tenancydepositscheme.com