

ASSURED SHORTHOLD TENANCY AGREEMENT (AST)

To be used where the Deposit is registered with the Tenancy Deposit Scheme (TDS) Custodial scheme.

GUIDANCE NOTES FOR TENANTS

Welcome to your Assured Shorthold Tenancy Agreement produced by Propertymark for our members. It is an important document as it will govern your relationship both with the Landlord of your new property and with the letting or managing Agent for the whole of the time that you are actually in residence. As such you should read the document through carefully and raise any queries with the letting Agent who gave you this Agreement.

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

As well as this Agreement, you may be asked to sign the Check-In or Inventory which will list the Landlord's Fixtures and Fittings and the other items which the Landlord provides for your use during the Tenancy. You will also be given copies of the following documents, receipt of which is acknowledged on the final page of the Agreement itself:

- 'How to Rent' guide produced by HM Government
- Energy Performance Certificate (EPC) for your property
- A current Gas Safety Certificate for your property—if there is a gas supply
- A copy of the electrical installation inspection report for your property
- Details of the scheme with which your Deposit will be registered, including details as to how you will recover your Deposit on your departure
- A checklist of the key Deposit registration information generally described as 'Prescribed Information' (to be provided within 30 days of paying your Security Deposit)

If any of these documents are missing when you come to sign this Tenancy Agreement, speak with your letting agent as these documents are just as important as the Agreement itself.

220 UPPER BROOK STREET, MANCHESTER, M13 6LY

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The deposit scheme's Prescribed Information and supporting document will be provided to you within 30 days of paying your Security Deposit.

SUMMARY OF AGREEMENT

Landlord(s)	SYLVIA ALEXANDER
Tenant(s)	1. SOFIA MALIKA MARY SHANN 2. SANSKARA SAPPHO SHIOLI SOOD 3. MAIA MURIEL ANDERSON LINCOLN 4. MIA FRANCES RYAN
Permitted Occupier(s)	4
Guarantor(s)	
Premises	220 UPPER BROOK STREET, MANCHESTER, M13 6LY
Rent (PCM)	£1733.33
Rent Due Date	IN ADVANCE BY EQUAL MONTHLY PAYMENTS ON THE 1 ST DAY OF EACH MONTH. FIRST PAYMENT TO BE MADE ON THE 1 ST DAY OF JULY 2025.
Deposit	£2000.00
Deposit Scheme Type	Custodial Scheme
Commencement Date	1 st JULY 2025
Expiry Date	MIDDAY 30 TH JUNE 2026

DEFINITIONS

Act of Parliament

Any reference to any 'Act of Parliament' includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.

The Agreement

References to 'Agreement' or 'the Agreement' are to this Tenancy Agreement.

The Check-In Inventory and Schedule of Condition

'The Check-In Inventory and Schedule of Condition' or 'Inventory' means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk.

Deposit

'The Deposit' means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the Tenant's obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.

Fixtures and Fittings

References to the 'Fixtures and Fittings' mean any of the Landlord's contents, including all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

Guarantor

Any person(s) who has agreed to meet all of the Tenant's responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement.

Insurable Risks

'Insurable Risks' means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.

Joint and Several

Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression 'Joint and Several' means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement.

Landlord

The expression 'Landlord' shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.

Permitted Occupier

'Permitted Occupier', if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.

The Premises

References to 'the Premises' include reference to any part or parts of the Premises and the curtilage of the same, together with the garden and parking space (if applicable) but excluding any garages or outhouses

Relevant Persons

'Relevant Persons' mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant, e.g. a local authority, parent, or Guarantor. Relevant Persons will be given details of the scheme with which the Deposit will be registered.

Stakeholder

Where the Deposit is held as 'Stakeholder' no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the TDS.

TDS

'TDS' means the Tenancy Deposit Scheme operated by The Dispute Service Ltd as detailed in the Prescribed Information.

The Tenant

'The Tenant' includes anyone to whom the Tenancy has been lawfully transferred.

The Term/the Tenancy

References to 'the Term' or 'the Tenancy' include any extension or continuation of the Agreement or any periodic Tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.

Water Charges

References in this Agreement to 'Water Charges' include references to sewerage and environmental service charges.

The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.

ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement is made on the 7TH day of FEBRUARY 2025.

Between:

SYLVIA ALEXANDER

c/o 509 WILMSLOW ROAD, WITHINGTON, M20 4BA
--

'The Landlord'; and

SOFIA MALIKA MARY SHANN

SANSKARA SAPPHO SHIOLI SOOD

MAIA MURIEL ANDERSON LINCOLN

MIA FRANCES RYAN

'The Tenant'; and

IT IS AGREED AS FOLLOWS:

1. The Landlord lets to the Tenant the residential Premises known as: 220 UPPER BROOK STREET, MANCHESTER, M13 9LY ('the Premises').
2. The Tenancy shall be from and including the 1ST of July 2025 ('the Commencement Date') to Midday on the 30TH June 2026 and thereafter from month-to-month and until terminated by either party serving a notice on the other in accordance with this Agreement ('the Expiration Date'), 'the Term'.
3. The Tenant shall pay to FLAX AND CO. by way of rent the amount of £1733.33 per calendar month (Except a retainer for July and August only at £866.66 per month with no rights of occupation. If occupation is required, this will be at full rent and must be agreed in advance) exclusive of all Utility and Council Tax Charges payable in advance on the 1st day of each month during the Term. The first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.

Payment is to be made by Bank Standing Order to:

Account number: 30062985

Sort Code: 50-00-00

Account Name: FLAX AND CO CLIENT ACCOUNT

4. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act.
5. Where the Tenancy shall include the Landlord's Fixtures and Fittings ('the Fixtures and Fittings') in the Premises this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition ('the Check-In Inventory and Schedule of Condition').
6. In the event of a default by the Tenant(s) of any of their obligations or responsibilities under the Agreement, the Guarantor(s) (if any) shall become immediately liable to remedy said default. In the event of multiple Guarantors, each shall be Joint and Severally liable.

7 Deposit

7.1 The sum of £2000.00 shall be paid by The Tenant to the Landlord/Agent upon the signing of this Agreement by way of a security Deposit ('the Deposit').

7.2 Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the person or persons outlined at clause 7.1 above.

7.2.1 **Custodial Scheme:** The Deposit will be held by TDS.

Insured Scheme: The Deposit will be held by the Agent as Stakeholder. The Agent is a member of TDS.

7.3 The Landlord's Agent will protect the Deposit within 30 days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Deposit.

7.4 **Custodial Scheme:** Any interest earned on the holding of the Deposit will belong to TDS.

7.5 The Deposit has been taken for the following purposes:

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

7.5.2 Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.

7.5.3 Any damage, or compensation for damage, to the Premises, its Fixtures and Fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.

7.5.4 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings, and contents.

7.5.5 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

Note: Adjudicators will consider claims against the Deposit in the order set out in the Tenancy Agreement.

7.6 Protection of the Deposit:

Tenancy Deposit Scheme
The Dispute Service Ltd
West Wing, First Floor,
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG

Phone: 0300 037 1001 | 0300 037 1000
Email: info@tenancydepositscheme.com
Website: www.tenancydepositscheme.com

- 7.7** At the end of the Tenancy:
- 7.7.1** The Landlord/Agent must tell the Tenant within ten working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 7.7.2** If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within ten working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 7.7.3** In the event of multiple Tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through the TDS to deal with any dispute about the Deposit at the end of the Tenancy.
- 7.7.4** If, after ten working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.7.5 below) be submitted to the TDS for adjudication. All parties agree to co-operate with the adjudication process.
- 7.7.5** The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 7.7.4 above.
- 7.8** If there is a change of Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is protected and will continue to be protected by the TDS.
- 7.9** The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise 'the Tenant'.
- 7.10** Where more than one person is comprised for the time being in the expression 'the Tenant', the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 7.11** Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 7 days after the expiry or sooner, termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.
- 7.11.1** The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

8 The Tenant agrees with the Landlord as follows:

8.1 Rent

- 8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3.
- 8.1.2 The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than **14** days after the day on which it became due.

8.2 Conditions of Premises, repair and cleaning

- 8.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 8.2.2 To use the Premises in a Tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord/Landlord's Agent.
- 8.2.3 To make good all damages, breakages, and losses to the Premises and its Fixtures and Fittings and contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).
- 8.2.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and fluorescent starter switches as and when necessary.
- 8.2.5 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 8.2.6 To notify the Agent promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- 8.2.7 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
- 8.2.8 To keep the windows of the Premises clean.
- 8.2.9 To wash and clean all items that may have become soiled during the Term.
- 8.2.10 To take all appropriate precautions to ensure adequate ventilation to the Premises.
- 8.2.11 (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 8.2.12 (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.

- 8.2.13 (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.
- 8.2.14 (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.
- 8.2.15 To clean and disinfect any and all showerheads in the Premises every six months.

8.3 Access and inspection

- 8.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours' notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.
- 8.3.2 To permit the Premises to be viewed during the Term at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect 'For Sale' or 'To Let' boards at their discretion.
- 8.3.3 To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.

8.4 Insurance

- 8.4.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 8.4.3 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

8.5 Assignment, Novation and Surrender

Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

8.6 Illegal, immoral usage

- 8.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 8.6.2 Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

8.7 Inflammable substances and equipment

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

8.8 Nuisance and noise

Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise.

8.9 Utilities

- 8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 8.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.
- 8.9.3 To notify each supplier of gas, electricity, water, telephone and internet services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities, then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the Commencement Date.
- 8.9.5 In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
- 8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

8.10 Animals and pets

- 8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the Tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy.
- 8.10.2 Where such consent is given, the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

8.11 Usage

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

8.12 Locks

- 8.12.1 Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and, in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.
- 8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.
- 8.12.4 Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

8.13 Fixtures and Fittings

- 8.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
- 8.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

8.14 Alterations and redecoration

- 8.14.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.
- 8.14.2 Not to permit any waste, spoil or destruction to the Premises.

8.15 Empty Premises

- 8.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 8.15.2 To ensure that, at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm (if present) is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.
- 8.15.3 If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

8.16 Drains

- 8.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 8.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

8.17 Affixation of items

- 8.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
- 8.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape or other adhesive substance without the Landlord's prior written consent, such consent not to be unreasonably withheld.

8.18 Washing

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

8.19 Costs and charges

8.19.1 To protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenant contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.

8.19.2 To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.

8.20 Refuse

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

8.21 Smoking

Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.

8.22 Garden

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

8.23 Inventory and check-out

The Tenant shall indemnify the Landlord or Landlord's Agent for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check-out procedures at the termination or sooner ending of the Tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord or Landlord's Agent for any costs incurred in arranging a second check-out appointment. If the Tenant does not keep the second appointment, any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant.

8.24 Notices

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

8.25 Headlease

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

8.26 Smoke alarms and Carbon Monoxide detectors

- 8.26.1 To keep all smoke alarms and Carbon Monoxide detectors in good working order and in particular to replace all batteries as and when necessary and to check the alarms and Carbon Monoxide detectors monthly to ensure that they work.
- 8.26.2 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

8.27 Burglar alarms

- 8.27.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.
- 8.27.2 To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.
- 8.27.3 To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

8.28 Immigration Act

If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.

9 The Landlord agrees with the Tenant as follows:

9.1 Quiet enjoyment

That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

9.2 Insurance

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

9.3 Interest and consents

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

9.4 Repair

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

9.5 Safety regulations

9.5.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

9.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this Agreement.

9.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

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

9.6 Legionella

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

10 It is mutually agreed as follows:

10.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

10.2 Rent review

It is agreed that the rent as defined in this Agreement will be reviewed on the anniversary of this Tenancy and upon each subsequent anniversary in line with the change in the Retail Prices Index (RPI) for the previous 12 months and the rent varied accordingly either by way of an upward or downward adjustment.

10.3 Repair

10.3.1 Sections 11–16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.

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

10.4 Reimbursement

Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 7.5 hereof at the end of the Tenancy.

10.5 Data protection and confidentiality

The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity are set out in the associated Privacy Notice, which can be found at:

[Privacy Policy | Flax \(flaxandco.com\)](#)

10.6 Council Tax

The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

10.7 Forfeiture

If at any time the rent or any part of the rent shall remain unpaid for 14 days for a tenancy in England and 7 days for a tenancy in Wales after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the Tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy.

10.8 Interruptions to the Tenancy

- 10.8.1 If the Premises are destroyed or made uninhabitable by fire or any other insured risk, rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.
- 10.8.2 If the Premises are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

10.9 Notices

- 10.9.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is C/O 509 Wilmslow Road, Withington, Manchester, M20 4BA
- 10.9.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the Deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.
- 10.9.3 Service shall be deemed valid if sent by email to the email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own.

The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own:
info@flaxandco.com

Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.

If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

- 10.9.4 At the end of the initial fixed term as specified in clause 2 hereof, the Term shall continue on a month-by-month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice, when served by the Landlord, should expire not less than two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord. (Subject to any changes in legislation)

10.10 Jurisdiction

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

10.11 Documentation

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

AGREEMENT SIGNED BY THE LANDLORD/AGENT

Signed:	
Print name:	
Date:	

Signed by the Agent on behalf of all Landlords listed in the Agreement.

AGREEMENT SIGNED BY THE TENANT(S)

Where there are Guarantors to this Agreement, each Guarantor shall sign a separate *Deed of Guarantee* which shall be affixed herein and form part of the Agreement.

Signed:	<u>Sofia Shann</u> <small>Sofia Shann (Feb 9, 2025 14:44 GMT)</small>
Print name:	SOFIA MALIKA MARY SHANN
Date:	Feb 9, 2025

Signed:	
Print name:	SANSKARA SAPPHO SHIOLI SOOD
Date:	

Signed:	<u>Theodore Anderson-Lincoln</u> <small>Theodore Anderson-Lincoln (Feb 8, 2025 19:15 GMT)</small>
Print name:	MAIA MURIEL ANDERSON LINCOLN
Date:	Feb 8, 2025

Signed:	<u>Mia Frances Ryan</u> <small>Mia Frances Ryan (Feb 9, 2025 13:50 GMT)</small>
Print name:	MIA FRANCES RYAN
Date:	Feb 9, 2025

Signed:	
Print name:	
Date:	

Signed:	
Print name:	
Date:	

Signed:	
Print name:	
Date:	

Signed:	
Print name:	
Date:	

Signed:	
Print name:	
Date:	

Signed:	
Print name:	
Date:	

Witnessed:

509 Wilmslow Road, Withington, Manchester, M20 4BA

Signed:


Date:

SPECIAL TERMS AND CONDITIONS


Any clause contained below shall supersede the equivalent clause within the standard terms of the Agreement. These clauses are negotiated individually between the Landlord (or their Agent) and the Tenant—they have not been vetted or approved by Propertymark.


1. The tenant understands that they will be responsible for Council Tax (if liable), Electricity, Gas, Water Charges and Internet/Phone bill charges (if landline connected) and accept liability for all charges for the dates of the Tenancy. The tenant understands that before the deposit can be returned at the end of the tenancy, they must provide proof to Flax & Co that all bills have been paid and accounts are clear. (not applicable to bills inclusive properties)
2. The tenant understands that should they decide not to take up occupation of the Premises (either as a whole house or an individual) the tenant is still bound by the Terms of the agreement.
3. If the tenant decides to move into the above Premises before 1st September certain maintenance and cleaning jobs may not be completed before the tenant moves in.
4. The Landlord/ Agent will seek to complete all repairs by the 31st August. The Landlord/ Agent will endeavour to carry out the majority of cleaning as soon as possible if it cannot be done before the tenant moves in. The Landlord/ Agent may not always be able to clean items in the property that have already been used by the tenants (e.g. the cooker, fridge freezer, bath etc) unless the Landlord/ Agent feels that they are in an exceptionally bad state and that this was in no way caused by the tenants.
5. If the tenant needs to move belongings in before the 1st September the tenants may need to check that any contents insurance they have is still valid when storing belongings in an empty property. The tenant needs to be aware that between the months of July and September the property will most likely be visited by landlords, cleaners and several various building contractors. The cleaning in rooms where tenant items are being stored may not be done to our usual high standard as it may be more difficult to clean around tenant belongings. When the tenant is storing belongings in the Premises, especially before the cleaning has been done, the tenant must ensure that all items are stored neatly and labelled clearly as belonging to the new tenant and not the previous tenants to prevent anything of the new tenant being accidentally destroyed. The Landlord/ Agent will hold no liability for any belongings deemed to be lost, stolen, damaged or missing at the Premises

SPECIAL TERMS AND CONDITIONS SIGNED BY THE TENANT(S)

Signed:	 <small>Sofia Shann (Feb 9, 2025 14:44 GMT)</small>
Print name:	SOFIA MALIKA MARY SHANN
Date:	Feb 9, 2025

Signed:	
Print name:	SANSKARA SAPPHO SHIOLI SOOD
Date:	

Signed:	 <small>Theodore Anderson-Lincoln (Feb 8, 2025 19:15 GMT)</small>
Print name:	MAIA MURIEL ANDERSON LINCOLN
Date:	Feb 8, 2025

Signed:	 <small>Mia Frances Ryan (Feb 9, 2025 13:50 GMT)</small>
Print name:	MIA FRANCES RYAN
Date:	Feb 9, 2025

Signed:	
Print name:	
Date:	

Signed:	
Print name:	
Date:	

Signed:	
Print name:	
Date:	

Signed:	
Print name:	
Date:	

SPECIAL TERMS AND CONDITIONS SIGNED BY THE LANDLORD/AGENT

Signed:	
Print name:	
Date:	

Signed by the Agent on behalf of all Landlords listed in the Agreement.

Holding Deposit Agreement

This Holding Deposit Agreement is made between:

Landlord/Letting Agent:

Landlord: SYLVIA ALEXANDER

c/o Flax & Co, 509 Wilmslow Road, Withington, Manchester, M20 4BA

Tenant(s):

1. SOFIA MALIKA MARY SHANN
2. SANSKARA SAPPHO SHIOLI SOOD
3. MAIA MURIEL ANDERSON LINCOLN
4. MIA FRANCES RYAN

Date of Agreement: 2ND DECEMBER 2024

Property Address: 220 UPPER BROOK STREET, MANCHESTER, M13 9LY

Holding Deposit Amount:

The Tenant(s) agrees to pay a holding deposit of £400.00 to secure the above-mentioned property, pending the signing of the tenancy agreement.

Purpose of the Holding Deposit:

The holding deposit is paid to reserve the property for the Tenant(s) while referencing checks and other pre-tenancy matters are completed.

How the Holding Deposit is Used:

- The holding deposit will be applied towards the security deposit if the tenancy agreement is signed. The balance of the deposit will be due before the end of January 2025
- If the tenancy agreement is not signed for reasons outlined below, the holding deposit may be retained or refunded according to the conditions in Section 6.

Refund of the Holding Deposit

The holding deposit will be refunded in full to the Tenant(s) if:

- The Landlord decides not to proceed with the tenancy.
- The Landlord fails to meet the conditions required for the tenancy to proceed (e.g., failing referencing checks).
- Both parties agree to cancel the holding agreement.


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The holding deposit may be forfeited (not refunded) if:

- The Tenant(s) provides false or misleading information.
- The Tenant(s) withdraws from the tenancy before signing the agreement.

Tenancy Agreement:

Upon successful agreement by both parties, a formal Assured Shorthold Tenancy (AST) agreement will be signed by both the Tenant(s) and the Landlord.

Tenant's Declaration

By signing below, the Tenant(s) understands that the holding deposit does not form a part of the tenancy agreement until it is signed and agrees to the terms listed in this agreement.

Tenant Signature:

Signature: Sofia Shann
Sofia Shann (Feb 9, 2025 14:44 GMT)
Email: sofiashann@gmail.com

Signature:

Email:

Signature: Theodore A. Lincoln
Theodore Anderson-Lincoln (Feb 8, 2025 19:15 GMT)
Email: theodore.a.lincoln@gmail.com

Signature: Mia Frances Ryan
Mia Frances Ryan (Feb 9, 2025 13:50 GMT)
Email: miaryan555@gmail.com

Landlord's Declaration:

I, the Landlord/Letting Agent, acknowledge receipt of the holding deposit and agree to the terms listed in this agreement.

Signed:

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Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (a Relevant Person) within 30 days of receiving the deposit.

The scheme administrator of TDS Custodial is:

The Dispute Service Limited

PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Phone 0300 037 1001
Email info@tenancydepositscheme.com
Fax 01442 253193
Web custodial.tenancydepositscheme.com

(i) THE DEPOSIT

The amount of the deposit paid is £ **2000.00**

(ii) Address of the property to which the tenancy relates

220 UPPER BROOK STREET, MANCHESTER, M13 9LY

(iii) DETAILS OF THE LANDLORD(S)¹

Name(s) **C/O HMO (MANAGEMENT) LTD. T/A FLAX & CO**

Address

509 WILMSLOW ROAD, WITHINGTON, M20 4BA

E mail address

INFO@FLAXANDCO.COM

Telephone number

01614340022

Fax number

(iv) DETAILS OF THE TENANT(S)

Name

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

Address

--

E mail address

--

Mobile number

--

Fax number

--

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

--

Address

--

E mail address

--

Mobile number

--

Fax number

--

Please provide the details requested in **(iv) for each tenant** (there is a continuation sheet for this purpose).

(v) RELEVANT PERSON'S CONTACT DETAILS

If there is a **relevant person** (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in **(iv) must be provided for them**, as part of the Prescribed Information. Use the continuation sheet for this purpose.

(vi) CIRCUMSTANCES WHEN THE DEPOSIT MAYBE RETAINED BY THE LANDLORD

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause G 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 Custodial or by the court.

(vii) CONFIRMATION

The landlord certifies and confirms that:

- (a) the information provided is accurate to the best of my/our knowledge and belief and

- (b) I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by or on behalf of the landlord

The tenant confirms that:

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

Signed by the tenant(s)

Signature: Sofia Shann
Sofia Shann (Feb 9, 2025 14:44 GMT)
Email: sofia.shann@gmail.com

Signature:
Email:

Signature: Theodore A. Lincoln
Theodore Anderson-Lincoln (Feb 8, 2025 19:15 GMT)
Email: theodore.a.lincoln@gmail.com

Signature: Mia
Mia Frances Ryan (Feb 9, 2025 13:50 GMT)
Email: miaryan555@gmail.com

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Please provide the details requested for each tenant and each relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.

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WHO SHOULD READ THIS?



Tenants



Agents



Landlords

WHAT IS THE TDS CUSTODIAL SCHEME?

AN ADVISORY LEAFLET FOR LANDLORDS AND TENANTS



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What is the TDS Custodial Scheme?

TDS Custodial is a tenancy deposit protection scheme run by The Dispute Service Ltd. It is authorised by the Government to hold tenancy deposits until repayment is requested when the tenancy ends.

Once the deposit has been paid to the scheme it has to be held for a minimum period to comply with our contract, before it can be returned.

What is tenancy deposit protection?

By law, a landlord or agent who receives a deposit for an Assured Shorthold Tenancy (AST) that started in England or Wales on or after 6th April 2007 must protect the deposit with a tenancy deposit protection scheme.

The landlord or agent has two duties under the legislation, both of which should be done within 30 calendar days of receiving the deposit:

- ✓ To protect the deposit with a Government-authorised scheme.
- ✓ To provide the tenant(s) (and any relevant person) with prescribed information about where their deposit is being protected and how it will be managed.

How does it work?

TENANCY DEPOSIT PROTECTION SCHEMES CAN BE ONE OF TWO KINDS:

Custodial

This is where the scheme holds the deposit during the tenancy.

Insured

This is where the landlord or agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that the tenants will always get the money back to which they are entitled.



BY LAW, A LANDLORD OR AGENT WHO RECEIVES A DEPOSIT FOR SUCH A TENANCY MUST PROTECT THE DEPOSIT.

Is my deposit protected?

Tenants can check if their deposit is protected with TDS Custodial by visiting www.tenancydepositscheme.com and entering their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

How much does it cost?

TDS Custodial is free to use - we are funded by the interest received on the deposit during the tenancy. There is no charge to landlords, tenants or agents for having a dispute resolved.

What if the landlord does not comply?

If the landlord or agent does not protect the deposit or provide the prescribed information **within 30 calendar days** of receiving the deposit, the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

Non-compliance can also affect the landlord's ability to serve notice to end the tenancy and regain possession under section 21 of the Housing Act 1988.

TDS Custodial cannot award compensation to tenants if a landlord or agent fails to comply with the law relating to tenancy deposit protection. This can only be dealt with by the courts.

What will you receive?

Within 30 calendar days of receipt of the deposit, the landlord must provide the tenant with:

✓ The prescribed information (which includes, but is not limited to, the address of the property, amount of deposit and the circumstances in which deductions can be made from it)

✓ A copy of this leaflet

After the deposit is lodged with the scheme, TDS Custodial will provide the tenant and landlord with:

✓ A deposit protection certificate

✓ Access details for your online account

What happens to the deposit at the end of the tenancy?

Either the landlord or tenant can start the repayment process following the end of the tenancy. Once TDS Custodial receives a request for repayment, it will notify the other party of the request and invite them to respond within 30 working days to say whether they agree or disagree.

If the other party responds saying that they agree to the repayment and recipient bank details added the deposit will be repaid as per that agreement within 5 working days.

If the other party responds saying that they do not agree to the repayment request, they can ask for the dispute to be resolved by our dispute resolution process.

How does the dispute resolution process work?

TDS Custodial will firstly invite the landlord to set out their claim and provide supporting documentation such as the tenancy agreement, check-in/check-out reports, invoices and quotations. We will then invite the tenant to view the landlord's evidence and respond to it, with the opportunity to submit their own supporting documentation. Each party has 10 working days to submit their evidence, in turn.

After the evidence gathering process is complete, the case will be sent to one of our independent adjudicators who will reach a binding decision within 28 calendar days. TDS Custodial will repay the deposit per the adjudicator's decision within a further 5 working days.

What if I don't agree with the outcome?

The adjudicator's decision will be based only on the evidence sent to TDS Custodial – there will be no hearing or visit to the property. The adjudicator's decision is final. There is no right of appeal to TDS Custodial or to the Government department in charge of the tenancy deposit protection schemes.

What if the other party doesn't respond to my repayment request?

If the other party does not respond within 30 working days, the party requesting repayment must complete a statutory declaration before TDS Custodial can repay the deposit.

The statutory declaration is a sworn legal document confirming that the other party cannot be contacted, and confirms any claims made on the deposit and the amounts to be repaid to each party.

TDS Custodial provides a simple template to use for this process. Further guidance on this is available on our website or from our customer operations department.

The requesting party must send the sworn statutory declaration and related documentation to TDS Custodial who will send it to the other party and give them the opportunity to respond within 14 calendar days. If the other party does not respond to the statutory declaration, TDS will repay the requested amount of the deposit within 5 working days.

Should the other party respond to the scheme to say that they do not agree to the repayment request, they can ask for the dispute to be resolved through TDS Custodial's dispute resolution process. The parties should, in the first instance, attempt to resolve the dispute directly with each other.

Top tips to remember

To help us repay your deposit quickly and smoothly to you at the end of the tenancy:

- ✔ Activate your account as soon as possible and keep your contact details up to date - if we have your current email address, we will be able to notify you immediately of anything relating to the deposit.
- ✔ Avoid using a work or university email address as these may change or expire during the tenancy.
- ✔ Add our email address to your safe senders list - **info@tenancydepositscheme.com** - to ensure our emails do not go to your junk folder.
- ✔ We will need your bank details to repay the deposit at the end of the tenancy. You can add these in your online account.
- ✔ You must attempt to resolve any dispute over the deposit repayment prior to referring the dispute to TDS Custodial's dispute resolution service. Communication is key to avoiding a dispute.

What disputes can TDS Custodial deal with?

TDS Custodial can only handle disputes relating to the deposit.

- ✘ The adjudicator cannot make an award for more than the disputed deposit. If a larger amount is disputed, you may need to go to court.
- ✘ We cannot deal with counterclaims by tenants, such as a claim for disrepair. If you are a tenant and wish to bring a counterclaim against your landlord, you will need to go to court.
- ✘ TDS Custodial cannot deal with disputes between individual tenants, or between landlords and their agents.

Using the dispute resolution mechanism is not compulsory. Either party may choose to go to court instead. The court order must be sent to TDS Custodial when the outcome is known so that the deposit can be released in accordance with the order. It is essential that the order relates to the deposit and directs TDS Custodial how the deposit should be split.



0300 037 1000



info@tenancydepositscheme.com



tenancydepositscheme.com



TDS Custodial is operated by, The Dispute Service Ltd, West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG


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