

Date: _____

Ann Thropick

and

Opeh Neyai

Assured shorthold tenancy agreement

Assured shorthold tenancy agreement

This Agreement is made on _____ between:

Ann Thropick of Nr 20 Plaça del Sol, 10, Palma, Illes Balears Spain, 07002 ('the Landlord')

and

Opeh Neyai of Suite 1, 7th Floor, 50 Broadway, London SW1H 0BL ('the Tenant')

This Agreement creates an Assured Shorthold Tenancy and the provisions for the recovery of possession in Section 21 of the Housing Act 1988 as amended by the Housing Act 1996 apply.

It is agreed between the parties as follows:

1. Definitions

In this Agreement the following words and expressions shall, where the context so admits, have the following meanings:

'the Date of First Payment' means 1 June 2023.

'the Deposit' means the returnable sum payable once this Agreement has been executed, to cover any possible loss or damage.

'the Deposit Protection Scheme' means the scheme referred to in clause 4.3.

'the End Date' means the last day of the fixed term being 29 November 2023.

'the Furniture' means the furniture and fittings listed in the inventory attached to this Agreement, and signed by the parties.

'the Insured Risks' mean fire, smoke, explosion, earthquake, storm, lightning, flooding, escape of water, subsidence, collision, falling trees, vandalism, theft, riot and civil commotion and any other risks which the Landlord decides to insure against.

'the Premises' means the property known as Nr 1 Plaça del Mercadal, 1, Palma, Illes Balears Spain, 07002 and the expression includes any improvements or additions made to the property by the Landlord.

'the Rent' means the sum in clause 3.1.

'the Right to Rent' means the right to rent property under legislation governing the right to reside in and rent property in the Spain.

'the Start Date' means 1 June 2023.

'the Superior Lease' means the lease (if any) under which the Landlord holds the Premises.

'the Tenancy' means the Assured Shorthold Tenancy created by this Agreement for the Term.

'the Term' means the fixed term of 6 months from and including the Start Date until the End Date or such earlier date on which this Agreement is terminated and any period during which the Tenant remains in possession by statutory right.

'the Tribunal' means the First-tier Tribunal or Upper Tribunal.

2. The letting

The Landlord lets and the Tenant takes the Premises, together with the Furniture, for the Term.

3. The Rent

3.1. The Tenant shall pay monthly in advance £1,000 (or such other rent as agreed by the parties or determined by the Tribunal) on the last day of each month, the first payment to be made on or before the Date of First Payment.

3.2. Any payment for part of a rental period shall be calculated on a daily basis by apportioning the Rent for the number of days for that period for which the Rent is due.

3.3. The Rent shall be paid by direct debit into the Landlord's bank account.

4. The Deposit

- 4.1. The Tenant shall pay to the Landlord the Deposit in the sum of as security against default by the Tenant of her responsibilities under this Agreement.
- 4.2. The Landlord may use the Deposit as compensation for:
 - 4.2.1. arrears of Rent
 - 4.2.2. amounts due for utilities for which the Tenant is responsible
 - 4.2.3. the cost of making good any damage to the Premises, its fixtures and fittings for which the Tenant is responsible
 - 4.2.4. the cost of making good any damage to the Furniture for which the Tenant is responsible
 - 4.2.5. the cost of making good any failure by the Tenant in performing any other obligations under the Tenancy.
- 4.3. The Landlord will inform the Tenant within 10 calendar days of the end of the Term if any deductions from the Deposit are proposed.
- 4.4. If the Tenant intends to dispute any of the deductions from the Deposit proposed by the Landlord the Tenant will inform the Landlord in writing within 14 calendar days of the end of the Term.
- 4.5. The statutory rights of the Landlord and the Tenant to take legal action in relation to the Deposit through the county courts remain unaffected by any provisions of this clause.

5. Tenant's covenants

The Tenant agrees with the Landlord as follows:

Payments

- 5.1. To pay the Rent.
- 5.2. To pay any reasonable charges or other costs incurred by the Landlord if any cheque provided by the Tenant is dishonoured or if any standing order or direct debit is withdrawn.
- 5.3. If any Rent or any other sum payable under this Tenancy is due from the Tenant and remains unpaid for more than 14 days after the due date (whether or not formally demanded), to pay interest on any sum outstanding at the rate of 4% above the base rate for the time being of Banco de España from the due date until the date of payment.
- 5.4. To pay and indemnify the Landlord against and/or reimburse to the Landlord any VAT or tax of a similar nature that may be or become chargeable in respect of any payment made by the Tenant under this Agreement, or any payment made by the Landlord for which the Tenant must reimburse the Landlord under this Agreement.
- 5.5. To pay all charges for water, sewerage, gas, electricity, telephone charges, council tax, television licence, cable television, satellite television and all other rates, duties, assessments and outgoings in respect of the Premises.

Utilities

- 5.6. To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that the Tenancy has started.
- 5.7. To apply for the accounts for the provision of those services to be put into the name of the Tenant.
- 5.8. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
- 5.9. To inform the Landlord of any change of telephone number within a reasonable time of the Tenant being given the new number.
- 5.10. To inform the Landlord within a reasonable time of a utility being transferred to a new supplier.
- 5.11. To provide the name, address and account number of the new supplier within a reasonable time of transfer.
- 5.12. To pay any costs incurred by the Landlord in transferring the account back to the original supplier at the end of the Tenancy.
- 5.13. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 5.5 or by anything done or not done by the Tenant.

- 5.14. To arrange for the reading of the gas, electricity and water meters, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises by the meter readers of the suppliers or by the Landlord or Landlord's agent.
- 5.15. To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.
- 5.16. To permit the Landlord at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the services set out in clause 5.5 and to the local authority.

Repairs, Alterations and Condition of Premises

- 5.17. Not to damage or make any additions or alterations to or interfere with any part of the Premises or Furniture.
- 5.18. To keep the interior of the Premises, doors and window frames clean and in the same state of repair and condition as at the start of the Tenancy (except for fair wear and tear), and to immediately carry out in the Premises all works of repair that are not the responsibility of the Landlord under this Agreement or by statute.
- 5.19. In the event that the Tenant fails to comply with their obligations to carry out works of repair under clause 5.18 within 10 days of service of a notice by the Landlord on the Tenant to so comply, and the Landlord makes such repairs, to pay the cost of such repairs to the Landlord as a debt due on demand.
- 5.20. To keep all glass in windows, doors and skylights clean, and to replace all broken glass with glass of the same quality where the breakage was caused by the Tenant, her family or her visitors.
- 5.21. To replace all broken light bulbs and fuses.
- 5.22. To give notice to the Landlord as soon as is reasonably practicable of any disrepair or damage to the Premises or of any notice or order received by the Tenant from a local or statutory authority in respect of the Premises.
- 5.23. Not to cause the blockage of any pipes, drains or gutters on the Premises. This clause does not require the Tenant to carry out any works which the Landlord must carry out under clauses 8.5 or 8.6.
- 5.24. Not to paint, decorate or make any alterations to the decoration of any part of the Premises without obtaining the Landlord's permission in writing.
- 5.25. To keep the Furniture in a clean and proper condition and not to remove it from the Premises and to deliver the Premises and the Furniture in a clean and proper condition.
- 5.26. To pay the costs of repair or replacement of any Furniture damaged during this Tenancy (except for fair wear and tear).
- 5.27. To leave the Furniture at the end of the Tenancy where it was at the commencement of the Tenancy.
- 5.28. To place all rubbish in a plastic bin liner and put it in the outside bin provided by the Landlord and not to leave any rubbish elsewhere on the Landlord's or any neighbouring Premises.
- 5.29. To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy.
- 5.30. To dispose of all refuse through the services provided by the local authority and comply with all the refuse recycling requirements of the local authority.
- 5.31. Not to use any oil or paraffin heater or lamp in the Premises or such other lamp or heater which constitutes a fire hazard.
- 5.32. To clean the windows internally at least once every four weeks.
- 5.33. To keep the garden (if any) in a neat and cultivated manner.

Use of premises

- 5.34. Not to allow the Premises to be used for the purpose of carrying on any trade, business or profession, or use the Premises for any purpose other than as a private dwelling house.
- 5.35. Not to allow anything to be done on the Premises which is or may become a nuisance or cause a disturbance to the Landlord or owners or occupiers of any adjoining property.
- 5.36. To give notice to the Landlord as soon as is reasonably practicable of any act or encroachment by any person that might adversely affect the Landlord's interest in the Premises.

- 5.37. To ensure that nothing is done which may render void or voidable any insurance policy or which may cause an increased premium to be payable under any insurance policy.
- 5.38. To pay any additional insurance premium incurred by the Landlord by reason of any act or default by the Tenant.
- 5.39. Not to use or permit the Premises to be used for any improper, immoral or illegal purpose.
- 5.40. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 5.41. Not to keep any animal or bird (including fish or reptiles) on the Premises.
- 5.42. To comply with the provisions (other than provision for the payment of rent and any service charges) to be observed and performed by the Landlord under the Superior Lease.
- 5.43. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord which will not be unreasonably withheld.
- 5.44. To comply with the terms of any consent granted under clause 5.43.
- 5.45. To remove on demand any installation placed or erected on or in the Premises in breach of clause 5.43 and repair all damage caused by such removal, and to pay all the costs of such removal and repair.
- 5.46. Not to smoke or permit any person to smoke within the Premises.

Occupiers

- 5.47. The Premises are let on the condition that they are occupied by no more than 4 occupiers including children unless those occupiers form a single family group. If the Tenant wishes to have more than 4 occupiers from more than one family group within the Premises the Tenant must obtain the Landlord's written consent. If there are more than 4 occupiers not in a single family group residing in the Premises without the Landlord's consent then the Landlord will seek a court order for possession of the Premises as the Landlord may be in breach of the Landlord's statutory obligations.
- 5.48. The Premises are let on the condition that they are occupied by persons who for the duration of the Term have a Right to Rent.
- 5.49. To provide evidence of the Tenant's Right to Rent to the Landlord before entering into this Agreement.
- 5.50. Not to allow any other person to occupy the Premises without the prior written consent of the Landlord.
- 5.51. If the Right to Rent of the Tenant or any other adult occupier is limited in time and expires during the Term, to supply evidence of a renewed Right to Rent in respect of these persons prior to the expiry of the Right to Rent which existed at the start of the Term.

Security and keys

- 5.52. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 5.53. To set the burglar alarm (if applicable) when the Premises are vacant.
- 5.54. To pay any call-out charges or other charges incurred by the Landlord where the Tenant or any of the Tenant's family or visitors have accidentally or negligently set off the burglar alarm.
- 5.55. Except in an emergency not to install or change any locks in the Premises without the prior consent of the Landlord, which consent will not be unreasonably withheld.
- 5.56. Not to have any further keys cut for the locks to the Premises without notifying the Landlord of the number of additional keys cut.
- 5.57. To return all keys, including any additional keys, remote controls, or security devices to the Landlord at the end of the Tenancy.
- 5.58. To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.
- 5.59. Not to leave the Premises unoccupied for more than 28 days without prior written reasonable notice to the Landlord.

Vehicles

- 5.60. Not to park vehicles other than private vehicles at the Premises.
- 5.61. To park only in the space or spaces allocated to the Premises, if the Tenant is allocated a car parking space or spaces.
- 5.62. To park only in the garage or the driveway to the Premises if applicable.
- 5.63. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, the Tenant's family or Tenant's visitors.
- 5.64. To remove all vehicles belonging to the Tenant, the Tenant's family or Tenant's visitors at the end of the Tenancy.
- 5.65. Not to park any vehicle at the Premises that is not in roadworthy condition and fully taxed.

General

- 5.66. Not to assign, underlet, sublet or part with possession of the Premises or any part of the Premises
 - 5.66.1. during the first three months of the Term
 - 5.66.2. after the first three months of the Term without the written consent of the Landlord, such consent not to be unreasonably withheld.
- 5.67. To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord within a reasonable time of receipt.
- 5.68. To forward all correspondence addressed to the Landlord at the Premises to the Landlord within a reasonable time.
- 5.69. To provide the Landlord with a forwarding address at which the Tenant can be contacted after the end of the Tenancy.
- 5.70. To indemnify the Landlord against any actions, proceedings, claims or charges which may arise in any way through the Tenant's occupation or use of the property or through any failure by the Tenant to observe the terms of this Agreement.
- 5.71. To pay all legal or surveyors' or other costs and fees reasonably incurred by the Landlord:
 - 5.71.1. as a result of any breach by the Tenant of this Agreement.
 - 5.71.2. in the preparation and service of a schedule of dilapidations during or after the termination of the Tenancy.
 - 5.71.3. in connection with the recovery of arrears of Rent due under the Tenancy.
 - 5.71.4. due to any uncleared cheque or standing order or direct debit of the Tenant.

6. Landlord's rights

- 6.1. The Landlord and the Landlord's agents may, upon at least 24 hours' prior notice (except in the case of emergency), enter the Premises at any reasonable time during the daytime for the purposes of:
 - 6.1.1. examining the state and condition of the Premises and the Furniture
 - 6.1.2. carrying out repairs to the Premises or performing any other obligations of the Landlord under this Agreement
 - 6.1.3. carrying out repairs to the Premises which the Tenant has failed to carry out in accordance with their obligations under clause 5.18.
- 6.2. During the last two months of the Term, the Landlord and the Landlord's agents may, upon at least 24 hours' prior notice, enter the Premises at any reasonable time during the day or evening to show the Premises to future tenants or purchasers.
- 6.3. The Landlord and the Landlord's agents may retain keys to the Premises which the Landlord and the Landlord's agents may use for the purpose of entering the Premises
 - 6.3.1. in accordance with clauses 6.1 and 6.2,
 - 6.3.2. in the case of an emergency, or
 - 6.3.3. with the Tenant's prior consent.
- 6.4. The Landlord may display a 'for sale' or 'to let' sign outside the Premises in the last two months of the Term.

- 6.5. The Landlord may dispose of any items left at the Premises by the Tenant at the end of the Term and not collected by the Tenant within a week of the Landlord sending notice of such items to the Tenant at the address provided by the Tenant under clause 5.69.

7. Forfeiture

- 7.1. The Landlord may commence proceedings for a court order to re-enter the Premises and terminate the Tenancy if:
- 7.1.1. any of the Rent or any other money due by the Tenant to the Landlord is not paid for a period of 14 days from the date on which it was due (whether or not formally demanded);
 - 7.1.2. there is a breach of any of the terms of this Agreement;
 - 7.1.3. the Tenant becomes bankrupt;
 - 7.1.4. the Tenant makes any arrangement with her creditors or suffers any distress or execution to be levied on any of the Tenant's goods.
- 7.2. If the Landlord re-enters the Premises the Landlord may pursue the other rights and remedies available to the Landlord under this Agreement.

8. Landlord's covenants

The Landlord agrees with the Tenant as follows:

- 8.1. The Tenant shall have quiet enjoyment of the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or claiming by a title superior to that of the Landlord.
- 8.2. To insure the Premises and the Furniture to the full extent of their value against damage or loss caused by the Insured Risks and to provide the Tenant with a copy of the insurance policy and proof of payment of the premium on request. The Landlord is not obliged to insure the contents belonging to the Tenant.
- 8.3. If the Premises (or any part of them) are destroyed or rendered uninhabitable by any of the Insured Risks then:
 - 8.3.1. the Rent (or a fair proportion of it according to the nature and extent of the damage) shall be suspended and shall cease to be payable until the Premises are again fit for habitation and use
 - 8.3.2. if the Rent for the period of suspension has been paid in advance the Landlord shall repay it, or a fair proportion of it, to the Tenant, and
 - 8.3.3. if the Premises are likely to be uninhabitable for more than two months, either party may terminate this Agreement by notice to the other.
- 8.4. Clause 8.3 of this Agreement shall not apply if the insurance policy effected by the Landlord has been vitiated or payment of the policy money is refused in whole or in part due to any act or default of the Tenant.
- 8.5. To keep the structure and exterior of the Premises including pipes, sewers, drains, mains, ducts, conduits, gutters, wires, cables, channels, flues and other conducting media within and serving the Premises in repair.
- 8.6. To keep in good and tenantable repair, decoration and condition:
 - 8.6.1. the interior of the Premises,
 - 8.6.2. all installations for the supply of gas, electricity, water and drainage, space heating and heating water, and
 - 8.6.3. all sanitary equipment.
- 8.7. To keep all electrical, gas, central heating and other appliances supplied by the Landlord in full working order and in good and tenantable repair.
- 8.8. To have any gas installation in the Premises tested each year in accordance with the Gas Safety (Installation and Use) Regulations 1998, and supply a copy of the gas safety certificate for the Premises to the Tenant.
- 8.9. To obtain a valid Energy Performance Certificate for the Premises and supply a copy to the Tenant.

9. Payments for a period of unauthorised occupation

- 9.1. In this clause a period of unauthorised occupation means any period (including any day or part of a day) outside the Term during which:
 - 9.1.1. the Tenant or anyone under her control remains in occupation of the Premises or leaves any effects or property in the Premises other than small items left accidentally that can easily and cheaply be removed; or
 - 9.1.2. the keys to the Premises have not, without reasonable cause, been returned to the Landlord.
- 9.2. For any period of unauthorised occupation as defined in clause 9.1 the Tenant shall pay the Landlord liquidated damages at a rate equivalent to the Rent (as defined in clause 3) that would have been payable for the Premises for that period plus interest on the said liquidated damages at the rate of 4% above the base rate for the time being of Banco de España from the due date until the date of payment.

10. Service of notices

- 10.1. Pursuant to section 48 of the Landlord and Tenant Act 1987 all notices (including notices in court proceedings) may be served on the Landlord by the Tenant by
 - 10.1.1. leaving them at,
 - 10.1.2. sending them by first class post to, or
 - 10.1.3. sending them by an alternative postal service which provides for delivery on the next business day to Nr 1 Plaça del Mercadal, 1, Palma, Illes Balears Spain, 07002.
- 10.2. The Tenant may serve notices given under or in connection with this Agreement (but not notices in court proceedings) on the Landlord by email to claire@szeker.es.
- 10.3. The Landlord may serve notices given under or in connection with this Agreement (but not notices in court proceedings) on the Tenant during the Term by
 - 10.3.1. leaving them at the Premises,
 - 10.3.2. sending them by first class post to the Premises, or
 - 10.3.3. sending them by an alternative postal service which provides for delivery on the next business day to the Premises.
- 10.4. The Landlord may serve notices given under or in connection with this Agreement on the Tenant by email to josephine.bloggs@gmail.com.
- 10.5. A notice sent by
 - 10.5.1. first class post or alternative postal service which provides for delivery on the next business day is deemed to be served on the second day after it was posted, provided that day is a business day, or otherwise on the next business day after that day.
 - 10.5.2. email will be deemed to be served on the second day after the day on which it is transmitted, provided that second day is a business day, otherwise on the next business day after that second day.

11. Rights and easements and covenants relating to adjoining property

- 11.1. For the avoidance of doubt, the operation of the Law of Property Act 1925 section 62 is excluded from this Agreement and the only rights granted to the Tenant are those expressly set out in this Agreement.
- 11.2. The Tenant is not entitled to the benefit of any covenant, agreement or condition entered into by any tenant of the Landlord in respect of any adjoining property of the Landlord, or the right to enforce or prevent the release or modification of any such covenant, agreement or condition.

12. Effect of waiver

The provisions of clause 5 shall remain in full force both in law and in equity against the Tenant even if the Landlord waives or releases the Tenant from any of the covenants on any occasion or waives or releases any similar covenants affecting any adjoining property belonging to the Landlord.

13. Contracts (Rights of Third Parties) Act 1999

This Agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

14. Entire Agreement

The Landlord and the Tenant acknowledge that this Agreement contains the whole agreement between them and neither has relied upon any oral or written representations made by the other.

15. Liability

The Landlord will not be liable for any loss or inconvenience resulting from a failure by a third party to supply any goods or services to the Premises provided that such failure was not caused by an act or omission of the Landlord.

16. Severance

If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to the extent to which it is unenforceable be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

17. Jurisdiction

The parties agree that this Agreement shall be exclusively governed by and construed in accordance with the laws of Spain and will submit to the exclusive jurisdiction of the Courts of Spain.

18. Counterparts

This Agreement may be executed in counterparts all of which together shall constitute one and the same instrument and all counterparts shall be deemed to be originals.

Signed and witnessed as follows on the above-named date

Signed by the Tenant: Opeh Neyai

Signature: _____

in the presence of

Witness details

Name: _____

Occupation: _____

Address: _____

Signature: _____

Signed by: Ann Thropick

Signature _____

The Landlord

in the presence of

Witness details

Name: _____

Occupation: _____

Address: _____

Signature: _____

Inventory of furniture and other items included in the let including condition

Quantity	Description of item	Condition
1	Table	Good condition, no marks
1	Sofa	Good condition, slight stain
4	Chairs	Repaired leg on one chair

Signed by the Tenant: Opeh Neyai

Signature: _____

Signed by the Landlord: Ann Thropick

Signature: _____

The Landlord

What to do with your agreement

This page is for your information only; separate it from the other pages

Print out 2 copies of this document (the agreement and the inventory) and send them both to the tenant to sign and return to you with instructions not to insert the date of the agreement in either of the copies. We recommend writing 'DO NOT DATE' in pencil at the top of both copies.

The tenant should return both copies of the document (the agreement and the inventory) to you. You must sign both copies of the agreement and inventory and insert the date of the agreement (i.e. the date you sign it) in both copies of the agreement on the cover sheet and in the first line.

Then send one copy of the document back to the tenant, and keep one for your records.

You must also give the tenant

1. an energy performance certificate (free of charge)
2. a copy of the gas safety certificate
3. a copy of the 'How to rent' checklist. This should be the version published by the Department for Communities and Local Government that is applicable at the start of the tenancy - download from https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/484335/How_to_Rent_October_2015_FINAL.pdf or visit Gov.uk and search for 'How to rent'.

You must also ensure you have got documents from the tenant showing they have a right to rent. See <https://www.gov.uk/government/publications/right-to-rent-document-checks-a-user-guide> and <https://www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice> for more about the checks and the types of document that are acceptable.

Within 30 days of receiving the tenant's deposit you must have

- protected it using one of the government-approved schemes, and
 - given the tenant and any person who is paying the deposit for the tenant the following information:
1. The name, address, telephone number, e-mail address and any fax number of the tenancy deposit scheme
 2. Any information in a leaflet supplied by the tenancy deposit scheme about how the scheme operates in relation to the requirements of the Housing Act 2004.
 3. How to apply for the release of the deposit at the end of the tenancy,
 4. What happens if the landlord or tenant can't be contacted at the end of the tenancy
 5. Information explaining the purpose of the deposit
 6. What to do if there is a dispute about the deposit
 7. Any processes available through the tenancy deposit scheme for resolving a dispute without going to court
 8. The amount of the deposit paid
 9. The address of the property

10. The landlord's name, address, telephone number and email address or fax number
11. The tenant's name, address, telephone number and email address or fax number
12. The name, address, telephone number and email address or fax number of any person who has paid the deposit for the tenant
13. The circumstances in which this agreement allows the landlord to keep all or part of the deposit

You must give the tenant an opportunity to sign the document containing this prescribed information to confirm it is accurate. You must then sign a certificate confirming that the information provided by you in respect of the deposit held by the tenancy deposit scheme is accurate.

You can use our 'Notice to tenant(s) of deposit protection scheme' document to help you to do this.