



## ASSURED SHORTHOLD TENANCY AGREEMENT

Landlord	
Landlord's Address	
Tenant Details	Name:  Home:
	Home Telephone No:
	Mobile Telephone No:
	Email address:
	Uni/College:
Guarantor:	Name:  Address:  Home Telephone No: Mobile Telephone No: Email address:
Management Company (the "Landlord's Agent")	Stroud Property Management Limited T/a My Pad (Company Number 08014558) whose registered address is: 8A Carlton Crescent, Southampton, SO15 2EZ Telephone : 02380 710730 Email: <a href="mailto:info@myunipad.co.uk">info@myunipad.co.uk</a>
Development	
Common Areas	Including all stairwells, corridors and lobbies, the gym, the common room, the laundry room, and any other common facility within the building or buildings(where applicable),

	and in addition external areas of the development accessible to or by the tenants.
Flat/Room No.	
Room Type	Studio
Tenancy Period	
Total Rent	£        for the Tenancy Period
	Please note – if the tenant can find a bona-fide UK-based guarantor the rent can be paid by three installments (or monthly) – otherwise the full sum will have to be paid in advance of move-in.
Payment Schedule	In advance 10 monthly instalments / 3 instalments (delete as appropriate)
Tenancy Deposit (Refundable)	£ (Safeguarded by a Tenancy Deposit Protection Scheme)
Tenancy Deposit Holder	Clarke Grayston Property 8A Carlton Crescent, Southampton SO15 1EZ
Tenancy Deposit Protection Scheme	Administered by:  The Dispute Service Limited (TDS) PO BOX 541 Amersham HP6 6ZR Telephone Number: 0845 226 7837 Email: <a href="mailto:deposits@tds.gb.com">deposits@tds.gb.com</a>
Complaints	My Pad work hard to deliver a positive residential experience. This is supported and guided by our membership of The Property Redress Scheme*. We try in all circumstances to deal with complaints promptly and informally, to maintain good relations with our student tenants. However, should you wish to make a formal complaint, a copy of the formal complaints procedure can be obtained from <a href="mailto:info@myunipad.co.uk">info@myunipad.co.uk</a> Please note Complaints raised using other communication channels (including, but not limited to social media platforms) will be acknowledged and directed to the formal procedure.
*Property Redress Scheme further information here <a href="https://www.theprs.co.uk/">https://www.theprs.co.uk/</a>	
1.	The Tenant is enrolled as a student in higher education (this is a requirement of the tenancy)

2.	<p>The Landlord agrees to grant and the Tenant agrees to take the Tenancy of a Room of the type detailed on the front cover of this agreement:</p> <ul style="list-style-type: none"> <li>• On an Assured Short hold Tenancy</li> <li>• At the stated Rent</li> <li>• For the stated Tenancy Period; and</li> <li>• Subject to the Tenancy Conditions set out in the following pages of this agreement.</li> </ul>
3.	<p>At the commencement of the Tenancy Period the Tenant will pay a £850 refundable deposit. Referred to hereinafter as the 'Tenancy Deposit'. Any interest earned on the Tenancy Deposit will belong to the Landlord</p>
4.	<p>The Room is furnished in accordance with the Inventory Form (Schedule 2). This document records the general state of the Room as at the start of the Tenancy and lists the various Room Items contained therein. It is a record of the property for the benefit of both the Landlord and the Tenant, against which any disputes can be referred to during or at the end of the Tenancy. The Inventory Form needs to be checked, signed and returned to the Landlord's Agent within 7 days of the Tenant moving in. The Inventory also informs the Landlord's Agent of the Tenant's details for return of the Tenancy Deposit at the end of the Tenancy.</p>
5.	<p>Deductions from the Tenancy Deposit may only be made under Clause A9 and Schedule 4.</p>
6.	<p>I am responsible for :-</p> <ul style="list-style-type: none"> <li>• Ensuring my guests and visitors comply with all the obligations and restrictions in this Tenancy Agreement that may apply to me; and</li> <li>• Any damage caused by my guests or visitors.</li> <li>• Obtaining a TV License (this is a Legal requirement).</li> </ul>
7.	<p>I agree to abide by the Acceptable Behaviour Statement at (Schedule 3) and any additions or revisions issued by the Landlord's Agent from time to time, for the proper management of the building.</p>

8.	In taking any action or decision, the Landlord's Agent will always act reasonably.
9.	Any terms beginning with a capital letter are either defined above or in Schedule 1.
10.	The Landlord's Agent certifies that the information relating to the Tenancy Deposit in this agreement is accurate to the best of its knowledge and belief.
11.	If the Room Type detailed on the front cover of this agreement is a Studio then I have no right to use any of the shared kitchens (unless expressly permitted to do so by the Landlord's Agent).
<b>Tenancy Conditions</b>	
<b>A.</b>	<b>My obligations to the Landlord</b>
<i>Financial Matters</i>	
A1	<p>I agree to</p> <ul style="list-style-type: none"> <li>(a) pay the Rent in full for the whole of the Tenancy Period, in the installments and on the dates stated in Payment Schedule</li> <li>(b) It is my responsibility to make sure that payments are made on time and to the correct amount. The Landlord's Agent is not required to send reminders about payment due dates.</li> </ul>
A2	<p>If payment of the Rent or any other amount due from the Tenant under this Agreement is late, the Tenant agrees to pay:</p> <ul style="list-style-type: none"> <li>(a) interest at the rate of 6% per annum above the base rate of the Bank of Scotland plc from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any Judgment by a Court). Interest will be charged on a daily basis and shall be compounded monthly.</li> <li>(b) an administration fee of £36 (£30 + VAT) for each letter we send you in respect of late payment of Rent or any other amount you owe under the terms of this Agreement</li> </ul> <p>Additionally, if payment of the Rent or any other money due from you under this Agreement is late the Landlord's Agent reserves the right to:</p> <ul style="list-style-type: none"> <li>(a) remove any promotional discounts relating to your Tenancy Agreement;</li> <li>(b) remove internet access whilst your account is in arrears and to charge you such amount as the Landlord's Agent may incur in having the</li> </ul>

	service reconnected once the outstanding balance is cleared.
A3	<p>I agree to pay the following extra sums, as rent:-</p> <ul style="list-style-type: none"> <li>• where I have failed to clean the Room or Shared Area or have caused damage, the reasonable costs of cleaning, redecoration, repair and replacement, in accordance with clause A9;</li> <li>• any costs incurred by the Landlord's Agent arising from my breach of Tenancy (including legal fees and court costs).</li> </ul>
A4	It is agreed that if the Landlord or the Landlord's Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (listed in Clauses D below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
A5	I am responsible for obtaining a license for any television in the Room (unless otherwise advised in writing by the Landlord's Agent)
<i>Condition and Maintenance</i>	
A6	I accept the Room, the Room Items and Shared Areas and Shared Items as being present and in good repair and condition, unless I inform the Landlord's Agent to the contrary on the Inventory Form within 7 days of moving in.
A7	<p>I will use the Room, the Room Items and Shared Areas and Shared Items carefully and keep them in at least as good a condition as at the start of the Tenancy. I am not responsible for:</p> <ul style="list-style-type: none"> <li>• fair wear and tear caused by normal use;</li> <li>• any matters that are the Landlord's responsibility under Section 11 of the Landlord and Tenant Act 1985; nor</li> <li>• any damage covered by the Landlord's Agent's insurance policy for the Building.</li> </ul>
A8	<p>I will not:</p> <ul style="list-style-type: none"> <li>(a) mark or change the decorative finish of the Room or Shared kitchens or Shared Areas;</li> <li>(b) make any alteration to the fabric or surfaces of the Room or Shared Kitchens or Shared Areas;</li> <li>(c) apply sticky tape or 'blue-tack' or similar adhesive on the walls;</li> <li>(d) stick pins, nails or screws into the walls;</li> <li>(e) flush sanitary items down the toilet;</li> <li>(f) pour oil or grease down the drains nor do anything else likely to block or harm the drains;</li> </ul>

	<p>(g) remove any Room Item or Shared Item;</p> <p>(h) install additional locks;</p> <p>(i) add any aerial, antenna or satellite dish.</p> <p>(j) dry clothes inside the Room</p>
A9	<p>I will keep the Room and Room Items hygienically clean and tidy throughout the Tenancy Period. I will keep the property sufficiently well aired to prevent condensation and I will not block ventilators in the Room. I will pay and arrange for the removal of any vermin from the room. I will, jointly with the other Tenants, keep the Shared Kitchen and the Shared Items hygienically clean and tidy throughout the Tenancy Period.</p>
A10	<p>I am responsible for any damage I cause to the Building (including the Room, the Shared Kitchen, the Room Items and Shared Items and all furnishings, fixtures and fittings) other than damage covered by the Landlord's Agent's insurance policy for the Building.</p>
A11	<p>If:</p> <ul style="list-style-type: none"> <li>• the Room, the Shared Area or any Room Item or Shared Item is not hygienically clean and tidy, or</li> <li>• there has been damage to the Room, the Shared Kitchen or any Room Item or Shared item for which I am wholly or partly responsible, or</li> <li>• I have caused a blockage of the drains by breaching clause A7, or</li> <li>• I cause damage to any other part of the Building (including any furnishings, fittings or equipment).</li> </ul> <p>I agree that at any time during and at the end of the Tenancy Period the Landlord's Agent may:</p> <ul style="list-style-type: none"> <li>• make a charge for the reasonable costs of cleaning, redecoration, and repair of the Building (including the Room and the Shared Area) and of cleaning, repair and, where necessary, replacement of any broken doors, windows or furnishings, fittings and equipment, and</li> <li>• deduct such charge from the Tenancy Deposit under the rules in Schedule 4, and if there is a shortfall I will immediately pay the balance (within 7 days).</li> </ul>
A12	<p>Intentional damage will result in a charge. If anything in the Common Areas (such as stairwell, lobby, laundry room, common room) is damaged and no one takes responsibility (and My Pad cannot ascertain from CCTV (or any other evidence) who has caused the damage), a charge will be made equally to all residents (a minimum of £5 for each incident). However, you have sole responsibility for your room.</p> <p>If you are found responsible for any damage to the communal living areas, you will be charged the cost of repair plus any labour costs in dealing with</p>

	the same.
A13	I will not attempt to carry out any repairs, but will report any damage as soon as possible. It is my responsibility to report repairs to <a href="mailto:info@myunipad.co.uk">info@myunipad.co.uk</a> in order that timescales for repair can be adhered to. The date the repair is sent to the above email address will be the date My Pad use to monitor timescales for repair.
A14	I will move into the Room within 4 weeks of the start of the Tenancy Period.
A15	Only I am allowed to live in the Room. I will not assign the Tenancy nor sublet the Room or allow others to share or occupy it.
A16	I will only use the Room and Shared Kitchen for private residential purposes.
A17	I will inform the Landlord's Agent if I am likely to be absent from the Room for more than 48 hours (I appreciate this is important for fire safety and security reasons).
A18	I will inform the Landlord's Agent immediately if I cease to be a student in higher education, and I will pay (or indemnify the Landlord's Agent for) any Council Tax charge that may be imposed as a result. I also understand that ceasing to be a student in higher education does not release me from my obligations under this tenancy.
<i>Conduct</i>	
A19	I will not smoke anywhere in the Building (this includes any outdoor areas located within the structure of the building), nor on the roads, paths or pavements immediately outside the building, other than where cigarette butt receptacles are provided.
A20	I will not bring into or keep any of the following in the Building: <ul style="list-style-type: none"> <li>• animals;</li> <li>• illegal drugs or substances whether for my own use or otherwise unless prescribed by a medical practitioner;</li> <li>• weapons or imitation weapons;</li> <li>• liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heater or cookers;</li> <li>• anything which burns with a naked flame or smoulders, such as candles, oil lamps or incense burners;</li> <li>• any furniture or electrical equipment that does not comply with current British standards and statutory regulations;</li> <li>• any additional electrical kitchen equipment, such as a fridge/freezer, George Foreman grill, or for that matter any electrical item the Landlord's agent deems not acceptable;</li> </ul>

	<ul style="list-style-type: none"> <li>bicycles (except in areas designated by the Landlord's Agent).</li> </ul>
A21	<p>I will not do any of the following in the Building:</p> <ul style="list-style-type: none"> <li>anything unlawful;</li> <li>anything which may cause a nuisance, or disturb or annoy neighbours within or beyond the building;</li> <li>prepare or store food in en suite bedrooms;</li> <li>use a deep fat fryer, George Foreman Grill;</li> <li>play any radio, music player, television or musical instrument or sing in a way that may be a nuisance or disturb or annoy neighbours within or beyond the Building, or be heard outside the Room between 10.30 pm – 9.00 am Monday to Thursday and 11.30 pm to 9.00 am Friday to Sunday;</li> <li>harass or threaten harassment on the grounds of race, colour, religion, sex, sexual orientation or disability;</li> <li>be violent or abusive or act in an intimidating manner, or threaten to do so;</li> <li>tamper with fixtures, fittings and equipment including without limitation space heating and lighting equipment, kitchen and bathroom fittings and equipment, fire safety equipment (including smoke/heat detectors), fire exit doors and restrictors on windows;</li> <li>Prop open any doors or interfere with a closing mechanism;</li> <li>Keep any vehicle without a valid Road Fund License, commercial vehicle, boat, caravan or trailer ;</li> <li>Run or conduct a business.</li> </ul>
A22	<p>I will only display notices, posters or similar articles on the notice boards (if any) provided, having first sought permission from the Landlord's Agent.</p>
A23	<p>I will obtain the Landlord's Agent's prior written approval to any party or meeting of more than 6 people. I will ensure that all gatherings arranged by me or taking place in the Building respect the terms of this Tenancy Agreement.</p>
A24	<p>I will not dry items of laundry on the heaters within the Room nor hang them so as to be visible from outside of the Building.</p>
A25	<p>I will not compromise the security of the Building by leaving windows open when not in the Room, leaving security doors open or allowing unauthorised visitors to tailgate. I will not use the fire exit doors as a means of exit other than in a fire situation (unless I have been expressly advised I can do). Should I undermine the security of the building – any charges incurred as a result will be borne by me.</p>
A26	<p>I will not obstruct Common Areas.</p>



A27	I will remove all rubbish from the Room and Shared Kitchen on a daily basis and at the very least twice a week and dispose of it in the area designated by the Landlord's Agent. I understand there are sanctions in place in relation to waste disposal and these sanctions are outlined in the charges scheduled appended hereto.
A28	I will not use any kind of portable heater (electrical or otherwise). If the Landlord's Agent becomes aware of a portable heater in a room, the same will be confiscated.
<i>Insurance</i>	
A29	I will not do anything which might invalidate any insurance policy for the Building or its contents or which might entitle the insurers to refuse to pay out any part of an insurance claim, or which might increase the insurance premium.
A30	I am responsible for insuring my own belongings (unless otherwise advised by the Landlord's Agent).
<i>Access</i>	
A31	<p>I will allow the Landlord, and their respective employees, Agents and contractors access to the Room at reasonable times on not less than 24 hours' notice (except in an emergency):</p> <ul style="list-style-type: none"> <li>• to inspect the condition of the Room and Room Items;</li> <li>• to carry out essential works to the Building in the interests of good management;</li> <li>• to perform obligations under this Tenancy Agreement and under statute;</li> <li>• to show the Room to prospective tenants;</li> <li>• to show the Room to prospective purchasers; or</li> <li>• for any purpose mentioned in this Tenancy connected with the Landlord's interest in the Building or any other property</li> </ul>
<i>End of the Tenancy Period</i>	
A32	The Tenant must leave the Room and Room Items in a clean and tidy condition and free of damage (other than fair wear and tear). The Room and Room Items should be left in a similar condition and position at the end of the Tenancy Period to the condition and position they were in at the beginning of it. If there are any items in the Room which are designated for use in the Shared Areas, the Landlord's Agent may charge the Tenant for returning those items to the Shared Areas.
A33	The Tenant (jointly with other Tenants) and, where applicable, should leave the Shared Areas and Kitchens and the Shared Items in a clean and tidy

	<p>condition and free of damage (other than fair wear and tear). The Shared Areas and Kitchens and Shared Items should be left in a similar condition and position at the end of the Tenancy Period to the condition and position they were in at the beginning of it. If there are any Contents in the Shared Areas and Kitchens which are designated for use in the Common Areas (i.e. Common Room), the Landlord's Agent may charge the Tenant for returning those Items to the same.</p>
A34	<p>The Tenant must either:</p> <ul style="list-style-type: none"> <li>(a) Attend a check-out inspection with a member of My Pad staff (at a time to be agreed) and sign a copy of the Inspection Report; or</li> <li>(b) Opt for a fast-track check-out and sign a check-out waiver (this means that the Tenant will not have the opportunity to discuss any faults identified at the check-out inspection and the Inspection Report will be taken as a true and accurate record of the condition of the Room and Room Items at check-out).</li> </ul>
A35	<p>The Tenant must return to the Landlord's Agent all keys and access devices to the Building, Room and Shared Areas on or before the last day of the Tenancy Period. If the Tenant does not return the keys and access devices, the Landlord's Agent will make a reasonable attempt to contact the Tenant and give them one (one) day to return the keys. If the keys and/or access devices have still not been returned at the end of the 1 day period, the Landlord's Agent will change the locks and/or deactivate the access devices and the Tenant must pay the Landlord's Agent for the replacement costs within 7 days of the Landlord's Agent asking for them (the Deposit may be used for this purpose).</p>
A36	<p>The Tenant must remove all their belongings and refuse from the Room and Shared Kitchen (where applicable). The Landlord's Agent is not liable for any loss or damage to property which the Tenant leaves behind. The Landlord's Agent shall be entitled to claim from the Tenancy Deposit the costs reasonably incurred in disposing of the item.</p>
A37	<p>At the end of the Tenancy Period the Tenant must update their address details with providers who send them regular mail (e.g. Bank, Building Society, Phone company, online retailers). All mail received after the Tenancy Period ends will be marked 'Gone Away'.</p> <p>Similarly, during the Summer vacation, where a student is returning in September, My Pad accepts no responsibility for post/parcels from the end of the Tenancy Period to the start of another Tenancy Period.</p>

<i>Information</i>	
A38	I have not provided false or misleading information nor made a false statement in order to obtain this tenancy.
A39	I consent to the Landlord's Agent holding and processing my personal information (including sensitive personal data) in order to perform its function as Manager of the Building. This may include disclosure to Third Parties (including the My Deposit Protection Scheme) who are able to show that they are entitled to receive this information.
<b>B.</b>	<b>The Landlord's obligations to me</b>
<i>Quiet Enjoyment</i>	
B1	If I pay the Rent and comply with this Tenancy Agreement the Landlord will permit me quietly to enjoy the Room without unwarranted interference.
<i>Insurance</i>	
B2	The Landlord's Agent will insure the Building against fire and other usual comprehensive risks as long as insurance cover is available at commercial rates.
B3	The Landlord or his Agent accepts no liability for loss or damage to my personal possessions.
<i>Maintenance and Services</i>	
B4	<p>The Landlord's Agent and appointed Third Party providers will:</p> <ul style="list-style-type: none"> <li>• keep the structure and exterior of the Building (including the window frames and window glass) and the Common Areas in good repair;</li> <li>• keep the Service Media in or serving the Room and the Shared Kitchen (where applicable) in good repair and proper working order, including: <ul style="list-style-type: none"> <li>• basins, sinks, showers, toilets and waste pipes;</li> <li>• water heaters, fitted wall heaters and central heating systems;</li> </ul> </li> <li>• keep all Room Items and Shared Items in good repair and proper working order;</li> <li>• keep the Common Areas within the buildings clean and properly lit, and (in the case of a lift) functioning safely;</li> <li>• keep the laundry facilities in good repair and proper working order;</li> <li>• ensure that any furniture and electrical equipment it provides complies with all the relevant statutory regulations;</li> <li>• provide reasonable space heating and an adequate supply of hot and</li> </ul>

	cold water and electricity to the Room and Shared Kitchen (where applicable).
B5	I accept that the Landlord or Agent will not be responsible for any temporary interruption in services for reasons beyond its control. The Landlord's Agent will seek to restore any interrupted services as soon as possible.
<i>Utilities</i>	
B6	The Landlord will pay all charges for utilities.
<i>Access over Common Areas</i>	
B7	The Landlord's Agent allows me access over the Common Areas in order to gain access to the Room, the Laundry, the Common Room, the Reception Area and the Bicycle Store (outside the Building).
<b>C</b>	<b>Suspension of Rent</b>
C1	<p>If the Room or Shared Kitchen (where applicable) is destroyed or made uninhabitable or inaccessible by fire or other risk against which the Landlord's Agent has insured, then:</p> <ul style="list-style-type: none"> <li>• the Landlord or Agent will seek to offer temporary alternative accommodation, in which case the Rent will continue to be payable, but</li> <li>• if the Landlord or Agent is unable to offer temporary alternative accommodation the rent will stop being payable until the Room and Shared Kitchen (where applicable) is reinstated, made habitable and accessible. Any rent paid in advance will be refunded on a daily basis.</li> </ul>
<b>D</b>	<b>Repossession and Termination</b>
D1	The Landlord or Landlord's Agent may terminate this Tenancy Agreement if any of the circumstances listed in grounds 8, 10-15 inclusive or 17 of Schedule 2 of the Housing Act 1988 (as Amended) apply (these include arrears of Rent or any similar sums, breach of this Tenancy Agreement, Acceptable Behaviour Statement, causing a nuisance or annoyance to neighbours, and illegal activity).
D2	<p>The Landlord or Landlord's Agent may terminate the Tenancy Period early by giving at least 2 months prior written notice to the Tenant if:</p> <ul style="list-style-type: none"> <li>• the Room or Shared Kitchen is destroyed or made uninhabitable or inaccessible by fire or other event, and reinstatement has not occurred within 2 months; or</li> <li>• I cease to be a student in higher education; and the circumstances in</li> </ul>

	Section 21 of the Housing Act 1988 apply.
D3	Repossession or termination does not prejudice to any claim the Landlord may have against me for any outstanding breach of this Tenancy Agreement.
D4	The Tenant will pay the full costs of any court action for possession or breach as per Court judgment.
<b>E</b>	<b>Temporary alternative accommodation</b>
	In order to carry out emergency repairs the Landlord's Agent may, on giving reasonable notice, and at their expense, move me to temporary suitable alternative accommodation.
<b>F</b>	<b>Guarantor</b>
F1	The Landlord has entered into this Tenancy Agreement at the request of the Guarantor.
F2	<p>The Guarantor agrees with the Landlord that if, at any time during the Tenancy Period and until the Tenant provides vacant possession to the Landlord, the Tenant defaults in paying the rent or other sums due under this Tenancy Agreement, or is in breach of any covenant or obligation in this Tenancy Agreement, then the Guarantor will:</p> <ul style="list-style-type: none"> <li>• Pay any rent and other sums due under this Tenancy Agreement within 10 Working Days of receipt of a written demand;</li> <li>• Remedy any of the Tenant's covenants and obligations, or (if the breach cannot be remedied within a reasonable time pay the Landlord on demand for all the Landlord's losses, damages, costs and expenses arising as a result of the Tenant's breach).</li> </ul>
F3	The Guarantor agrees to make payments lawfully due under clause F2 even after the Tenant has returned possession of the Property to the Landlord.
F4	The Guarantor's liability will not be reduced or released by any delay or concession by the Landlord's Agent in enforcing the Tenant's covenants and obligations.
<b>G</b>	<b>Notices</b>
G1	<p>Notices sent by the Landlord's Agent will be deemed to have been properly served on the Tenant if:</p> <ul style="list-style-type: none"> <li>(a) Sent by first class post to the Room or the Tenant's last known address, or left at the Room; or</li> <li>(b) Sent by email to the Tenant's last known email address.</li> </ul>

	It is the Tenant's responsibility to update the Landlord's Agent of any changes in email/phone or postal address during the Tenancy Period.
G2	<p>Notices sent by the Tenant will be deemed to have been properly served on the Landlord's Agent if:</p> <p>(a) Sent by first class post or recorded delivery to the Landlord's Agent's address (either as given on the first page of this Tenancy Agreement, or such other address as the Landlord's Agent may subsequently have notified to the Tenant) or</p> <p>(b) Sent by email to the Landlord's Agent's email address (either as given on the first page of this Tenancy agreement, or such other email address as the Landlord's Agent may subsequently have notified to the Tenant).</p> <p>(c) Delivered by hand to the Landlord's Agent's address (either as given on the first page of this Tenancy Agreement, or such other address as the Landlord's Agent may subsequently have notified to the Tenant) with confirmation provided by an employee of the Landlord's Agent.</p>
G3	Notices delivered by hand will be deemed to have been served the day after delivery.
G4	Notices sent by first class post will be deemed to have been served two working days after posting.
G5	Notices sent by email will be deemed to have been served the day after delivery.
G6	<p>Section 48</p> <p>Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) is as follows:</p> <p>My Pad, 8A Carlton Crescent, SOUTHAMPTON, SO15 2EZ</p>

<b>Schedule 1 – Defined Terms and Interpretations</b>	
1.	Throughout this Tenancy Agreement, the following terms have the following meanings:
<b>Acceptable Behaviour Statement</b>	Those guidelines outlined in Schedule 3 and any revisions issued by the Landlord's agent from time to time, for the benefit of good and proper building management and in pursuit of a positive residential experience for ALL Tenants.
<b>Building</b>	Includes the buildings, grounds, car park, driveways, footpaths and landscaped areas
<b>Common Area</b>	The external grounds, car park, driveways, footpaths and landscaped areas, and the following areas within the buildings: laundry room, foyer, common room, gym, halls, corridors, staircases, lifts and landings (where applicable)
<b>Inventory</b>	The Inventory form attached at Schedule 2 to this Tenancy Agreement
<b>Landlord</b>	The Landlord shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.
<b>My Pad / Landlord's Agent</b>	Used interchangeably throughout this document to refer to the Landlord's Agent, employed by the Landlord to manage the Building.
<b>Room</b>	The Room (stated in this document at page 1), including its furnishings, fixtures and fittings, flooring, doors and internal glass but excluding the Service Media
<b>Room Item</b>	The items to be provided in the Room and listed under the heading 'Room Items' on the Inventory Form
<b>Service Media</b>	Central heating and hot water systems, electrical services for power and lighting, draining and water services, and any data or phone services provided
<b>Shared Area</b>	The kitchen/dining/common areas together with the corridors within the building, including its furnishings, fixtures and fittings (including CCTV cameras, Internet routers), flooring, doors and internal glass but excluding the Service Media within the Shared Area
<b>Shared Items</b>	The items to be provided in the Shared Area and listed under the heading 'Shared Items' on the Inventory Forms
<b>Utilities</b>	Electricity, gas, water supply, foul water disposal and broadband internet access (where applicable)
<b>Working Day</b>	Any day other than Saturday, Sunday or any bank or public holiday

2.	If the Tenant or Guarantor is more than one person, obligations are undertaken individually and together.
3.	The term Landlord's Agent includes any person or company who may legally succeed it.
4.	<p>Relevant Person</p> <p>Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person. For this tenancy there is no Relevant Person as the Deposit is provided by the Tenant.</p>
5.	Any reference to a statute includes statutory modification, extension or re-enactment, and any subsequent legislation.



**Schedule 2 – Inventory (Given to student at check in. Must be returned to Management Team duly signed within 7 days)**

--	--

<b>Schedule 3 – Acceptable Behaviour Statement (to support good management of the building and a positive residential experience for ALL Tenants)</b>	
<b>Smoking</b>	<p>All My Pad student accommodation buildings are smoke free. Smoking is strictly forbidden in any part of the Building including in your pod, en suite room or studio.</p> <p>Please refrain from smoking immediately outside the Building. Smoking outside of the Building in nightwear is strictly forbidden.</p>
<b>Candles</b>	The use of these is strictly prohibited.
<b>Illegal Substances</b>	<p>The use of illegal substances is strictly forbidden. If we have reason to believe that a Tenant is using or passing illegal substances to others, we will take the following action:</p> <ul style="list-style-type: none"> <li>• Report the incident to the Police</li> <li>• Report the incident to the University</li> <li>• Serve a Warning Notice to the Tenant</li> <li>• Support Police Action/Prosecution</li> </ul> <p>This could result in your Tenancy being terminated and losing the right to live at the accommodation. You will however still be liable for the rental monies owed under the terms of this Agreement and for the Tenancy Period stated.</p>
<b>Pets</b>	My Pad operate a strict NO PET policy. You are not permitted to keep pets or allow pets of any kind into the Building with the exception of guide dogs.
<b>Overnight Guests</b>	<p>You are able to have occasional overnight guests. Please do not invite someone to stay for more than 2 (two) nights. Where applicable, please speak to a My Pad staff member if you have an overnight guest and ensure you sign them in/out at the office.</p> <p><u>Please note</u> – The Landlord’s Agent has the right to prohibit guests who, in their opinion, would pose a threat to the safety and security of the building. The Landlord’s Agent’s decision on guest access is final. Decisions in this regard are made to support good management and the safety and security of all tenants.</p>
<b>Social Spaces</b>	<p>Tenants must have due regard to the Shared Areas and Shared Items housed in the Social Spaces (Gym, Common Room, Classroom, Shared Kitchens (where applicable)). They must treat both the physicality of the social spaces and the other Tenant users with respect.</p> <p>There is a £10 Induction Charge for the gym. Alternatively, you can sign a ‘Gym Waiver Form’ to alleviate paying this fee.</p>
<b>Going Away</b>	If you are going to spend more than 2 (two) days or more away from the accommodation, please let My Pad know. It is essential, for safety

	<p>reasons, that we know when you are not in the building for a period of time.</p>
<b>Flat &amp; Room Inspections</b>	<p>The Landlord's Agent if it chooses will undertake Room inspections during the Tenancy Period to ensure that the property is being kept clean and damage free. Please see the charges section appended hereto for a list of possible charges.</p> <p>You will be given at least 24 hours' notice of room inspections.</p> <p>You will be advised if your room fails the inspection and given a date for a re-inspection and an indication of why your room has failed so that you can bring it up to the required standard. If, upon re- inspection, your room fails to meet the required standard you will face charges (in the interests of proper management of the building), these will be taken from your deposit.</p>
<b>Moving Out</b>	<p>Your Tenancy Period will be for a period of 51 weeks (or another length as determined from time to time). The date of termination will be on your Tenancy Agreement. You are bound to the full contract length as detailed on this Agreement. If you leave before the contract ends (the end of the Tenancy Period) you will not receive a reduction in rent.</p> <p>You are required to remove all personal items and leave the room (including the bathroom), and the Shared Kitchen (where applicable) clean and in good condition. The Landlord's Agent will charge for any costs incurred if the room/shared kitchen is not left in an acceptable condition.</p> <p>Please refer to Clauses A31 – A36 above.</p>
<b>Council Tax Exemption</b>	<p>All Full Time students are exempt from paying Council Tax. However, it is your responsibility to ensure that you've applied for student exemption for Council Tax from the local authority. Your university will advise on Council Tax exemption. It may be also that your University will supply you with an exemption form. Your university Welcome Pack or Fresher's information will give you guidance on this matter.</p> <p>It is important that you update your personal details on the university student portal in order that your term time address reflects the address of your accommodation and not your home address.</p> <p><b>IT IS YOUR RESPONSIBILITY TO DEAL WITH THE ISSUE OF COUNCIL TAX.</b></p> <p>If at any time during the Tenancy Period the Tenant is not eligible for Council Tax Exemption, the Tenant must pay all the Council Tax which becomes due as a result of the Tenant occupying the Room (by paying it to the Landlord's Agent within 7 days of the Landlord's Agent asking for it).</p>

<b>Internet</b>	Internet usage is subject to a 'Fair Use Policy'. Our IT provider is instructed to disable users who, in their opinion, are abusing the system (this 'abuse' may include (but is not limited to) excessive downloading, peer to peer file sharing, torrent software and the like). This is in the interests of providing an efficient and effective service to ALL of our Tenants.
-----------------	--

<b>Schedule 4 – Tenancy Deposit</b>	
<i>At the beginning of the Tenancy Period</i>	
<b>1.</b>	I have paid the Tenancy Deposit to the Landlord's Agent.
<b>2</b>	The deposit is held by the Tenancy Deposit Holder as stakeholder. The Tenancy Deposit Holder is a member of The Dispute Service Limited (TDS) Tenancy Deposit Protection Scheme.
<b>3</b>	The Tenancy Deposit has been taken as security for the following purposes: <ul style="list-style-type: none"> <li>3.1 Any damage, or compensation for damage, to the Building, the Room, the Shared Area, their fixtures and fittings, the Room Items or Shared Items or for missing items for which I may be liable under Clause A9;</li> <li>3.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by me of my obligations under the Tenancy Agreement;</li> <li>3.3 Any Rent or other money due from me under the Tenancy Agreement of which I have been notified.</li> </ul>
<b>4</b>	The Tenancy Deposit is safeguarded by The Dispute Service Limited ( <b>TDS</b> ) Tenancy Protection Scheme.
<i>At the end of the Tenancy Period</i>	
<b>5</b>	You should request the return of your deposit at the end of the tenancy by emailing <a href="mailto:info@myunipad.co.uk">info@myunipad.co.uk</a> and keep evidence of the request. The onus is on you to request your deposit back.
<b>6</b>	If there are no charges to be deducted from your deposit, the deposit will be returned to you within 10 working days of requesting it back.
<u>Deposit Deductions</u>	
<b>7</b>	It may be that there are charges to be deducted from your deposit. My Pad will contact you to discuss the charges and agree any deductions from your deposit. Once agreed, the undisputed amount will be returned to you within 10 days of your request for your deposit back.
<b>8</b>	If you cannot agree with the proposed deductions you can raise a dispute with The Dispute Service Limited (TDS) <b>within 3 months of vacating the property.</b> <u>You must wait 10 days after requesting the deposit back before raising the dispute.</u>
<u>Tenancy Deposit Protection Prescribed Information</u>	

<b>9</b>	<p>The contact details for this scheme are as follows:</p> <p>Name: The Dispute Service Ltd</p> <p>Address: PO Box 541 AMERSHAM HP6 6ZR Telephone number: 0845 226 7837 Email Address: <a href="mailto:deposits@tds.gb.com">deposits@tds.gb.com</a> Fax Number: 01494 431123</p>
<b>10</b>	Please see <a href="http://www.tds.gb.com">www.tds.gb.com</a> for information provided by the scheme.
<b>11</b>	The Deposit will only be repaid at the end of the tenancy when the conditions in paragraph 1.8.6 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the Alternative Dispute Resolution (ADR) service, or on the order of a court.
<b>12</b>	If either party is not contactable at the end of the tenancy then the other should contact the scheme provider for advice.
<b>13</b>	If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to The Dispute Service Limited for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.
<b>14</b>	The Dispute Service Limited offer free dispute resolution for Deposits covered by them. Applications should be made to The Dispute Service Limited.
<b>15</b>	The Deposit value is as per Tenancy Deposit (Refundable) definition in the Agreement.
<b>16</b>	The address of the property is as per Development & Flat/Room No. definition in the Agreement
<b>17</b>	The contact details of the Landlord are as per the definition in the Agreement
<b>18.</b>	The contact details of the Tenant are as per the definition in the Agreement
<b>19.</b>	Information about any Relevant Person is in Schedule 1, Clause 4.
<b>20.</b>	The reasons for possible deductions from the Deposit are listed in Schedule 4, Clause 3.
<b>21.</b>	The Lead Tenant for this tenancy is listed in the particulars. If nominated, this is the person who will be able to deal with Deposit disputes and correspond with The Dispute Service Limited on behalf of the Tenant.

<b>Schedule 5 – Schedule of Charges</b>		
<b>1.</b>	<b>Health</b>	<b>£</b>
<b>and safety Breach Charges</b>		
Malicious or negligent activation of fire alarm		£60 (£50 + VAT) per person
Tampering with Extinguisher		£60 (£50 + VAT) per person
Theft or loss of Extinguisher		£60 (£50 + VAT) per person
Theft or loss of Fire Blanket		£60 (£50 + VAT) per person
Tampering with or covering a smoke/heat detector		£60 (£50 + VAT) per person
Smoke or heat detector missing		£60 (£50 + VAT) per person
Malicious damage to a fire detector panel		£60 (£50 + VAT) per person
Obstruction in fire corridor or stairway		£60 (£50 + VAT) per person
Fire door wedged open		£60 (£50 + VAT) per person
Use or evidence of use of a chip pan/deep fat fryer		£60 (£50 + VAT) per person
Removal of window restrictors		£60 (£50 + VAT) per person
Smoking in any part of the building		£60 (£50 + VAT) per person
<b>2.</b>	<b>Damage /</b>	<b>£</b>
<b>Cleaning Charges</b>		
Standard charge list for damage items/cleaning items (including VAT and labour). These costs are approximate and may vary dependent on the situation.		
Repair/Replace Room Door		£120
Replace door lock		£90
Redecorate Room (including damage rectification and/or de- fumigation as a result of smoking)		£300
Redecorate Kitchen		£300
Redecorate corridor		£200
Replace Mattress – Single / ¾ / Double		£100/£120/£150
Replace bed – Single / ¾ / Double		£200 / £210 / £220
Replace/repair wardrobe, up to		£180
Replace study desk		£90
Replace desk chair		£70
Replace blinds		£100 (+)
Replace flooring		£450
Replace bedside cabinet		£60

Replace chest of drawers	£90
Replace / repair Common Room flooring	£120
Replace leather sofa	£300
Replace flat screen TV (Room)	£300
Replace flat screen TV (Shared Kitchen)	£300
Replace microwave	£120
Replace Kitchen bin	£15
Replace Mop/Bucket/Brush	£10
Replace oven / hob (each)	£210
Replace dining table	£150
Replace dining chair	£30
Replace coffee table	£90
Replace kitchen worktop	£250
Replace fridge freezer (Room)	£150
Replace fridge freezer (Shared kitchen)	£250
Replacement Fob/ Room Key/ Mail box key	£36
Replace pin board	£45
Replace shower cubicle/door	£180
Replace shower tray	£150
Replace bathroom cabinet	£90
Replace toilet seat	£30
Clean Room flooring	£30
Clean communal area flooring	As per quote
Clean Bedroom at end of Tenancy Period if not up to standard	As per quote
Clean En-suite at end of Tenancy Period if not up to standard	As per quote
Clean Kitchenette at end of Tenancy Period if not up to standard (included oven, hob, fridge, freezer and microwave)	As per quote
Clean Shared Kitchen at end of Tenancy Period if not up to standard (including oven, hob, fridge, freezer, and microwave)	As per quote
Removal per sack of rubbish from Room/ Kitchen/ Corridor. Or from any area not designated for waste removal.	£15.00
This list is not exhaustive and the Landlord's Agent may charge for any damages not considered to be due to reasonable wear and tear.	
<b>3. Agent Charges</b>	<b>Landlord's £</b>
Standard charge list (excluding VAT)	
Letter issued relating to a breach of the Tenancy Agreement	£36 (£36 + VAT) per letter
Extension of Tenancy Agreement letter	£120 (£100 + VAT)
Letter relating to a returned payment	£36 per letter (£30 + VAT)
Check out report at end of the Tenancy	£86.40 (£72 + VAT)



Signed by the Tenant

.....

Print Name.....

Date.....

Signed by the Guarantor

.....

Print Name.....

Date.....

Signed by the Witness

.....

Print Name.....

Date.....

Signed by the Landlord

.....

Print Name.....

Date.....

## Section A. 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. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited  
PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN

Phone 0845 226 7837 / 01844 262 891  
Email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Fax 01442 253193  
Web [www.tds.gb.com](http://www.tds.gb.com)

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tds.gb.com](http://www.tds.gb.com).

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tds.gb.com](http://www.tds.gb.com).

**(i) THE DEPOSIT**

The amount of the deposit paid is £

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

**(iii) DETAILS OF THE LANDLORD(S)<sup>1</sup>**

Name(s)

Address

E mail address

Telephone number

Fax number

**(iv) DETAILS OF THE TENANT(S)**

Name

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

---

<sup>1</sup> The agent may insert their details here instead of the landlord's

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 MAY BE 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(s) Schedule 4 and A9 of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

(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)



Tel: 0845 226 7837

Fax: 01442 253 193

Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

[www.tds.gb.com](http://www.tds.gb.com)

Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN



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

An advisory leaflet for landlords and tenants

## **What is TDS?**

The Tenancy Deposit Scheme (TDS) is run by The Dispute Service Ltd. It is an insurance-backed tenancy deposit protection scheme authorised by the government.

TDS has two main roles:

- To protect deposits.
- To help resolve disputes about deposits.

## **What is tenancy deposit protection?**

Tenancy deposit protection applies to all deposits for assured shorthold tenancies that started in England or Wales on or after 6 April 2007. By law, a landlord or agent who receives a deposit for such a tenancy must protect the deposit.

Most residential tenancies in the private rented sector are assured shorthold tenancies, with some exceptions. For example, a tenancy cannot be an assured shorthold tenancy if:

- the tenant is a company;
- the rent is more than £100,000 a year;
- the tenancy is for a holiday let; or
- a university or college rents the accommodation to its students.

Tenancy deposit protection means:

- protecting a tenant's deposit with a government-authorised scheme such as TDS;
- providing the tenant with prescribed information about where their deposit is being protected and how it will be managed.

Tenancy deposit protection schemes can be one of two kinds:

- Custodial – this is where the scheme itself holds the deposit during the tenancy.
- Insurance backed – 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 tenants will always get back the money to which they are entitled. TDS is an insurance-backed scheme.

**Each tenancy deposit scheme has its own rules setting out in detail how it operates. The TDS Rules are available from the TDS website and on request.**

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

These are contained in sections 212–215 of, and Schedule 10 to, the Housing Act 2004 (as amended). Tenancy deposit protection applies to money received by a landlord or agent that is meant to be held as security in case a tenant does not comply with their obligations.

The landlord or agent must comply with the initial requirements of an authorised tenancy deposit protection scheme within 30 days of receiving the deposit. To protect a deposit with TDS, the landlord or agent needs to belong to the scheme, register the deposit on the TDS tenancy database, and pay a membership subscription or deposit protection charge.

A TDS member (landlord or agent) must also give the tenant 'prescribed information'. This information is set out in the Housing (Tenancy Deposits (Prescribed Information) Order 2007. It must also be given to anyone who paid the deposit on the tenant's behalf.

The prescribed information includes the contact details of the landlord and tenant, the rented property's address, the deposit amount and this leaflet. The landlord or agent must also specify which tenancy agreement clauses say how the deposit can be used.

Tenants must be given the opportunity to:

- check any document the landlord provides containing prescribed information; and
- sign it to confirm the information is accurate.

### **What if the landlord or agent does not comply?**

A landlord or agent should protect the deposit in an authorised scheme and provide the tenant (and any sponsor) with the prescribed information within 30 days of receiving the deposit. If they don't do so, then 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 protect the deposit or repay it to the tenant. The court can also order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

A landlord who has not correctly protected a deposit cannot serve a notice to end the tenancy and regain possession of it under section 21 of the Housing Act 1988. The landlord can only serve such a 'section 21 notice' after the deposit has been repaid or after any court case about the deposit has ended.

A landlord who has not given the tenant prescribed information within 30 days must not issue a section 21 notice until the prescribed information has been given. If this takes place more than 30 days after the landlord or agent received the deposit, the tenant can still apply to court for compensation of between one and three times the deposit's value.

TDS 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.

### **Is my deposit protected?**

Tenants can check if their deposit is registered with TDS by visiting [www.tds.gb.com](http://www.tds.gb.com). If tenants have received a Tenancy Deposit Protection Certificate, they should enter the code number from that certificate. Alternatively they can enter their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

If a member informs TDS that the protection of a deposit should be ended, TDS will make reasonable efforts to inform the tenant before ending the protection.

If the tenancy has not ended, the tenant (or one of the joint tenants) can object to the ending of deposit protection by phoning the TDS customer contact centre.

If the tenancy has ended and the tenant is not satisfied with the proposed split of the deposit, then the tenant can ask TDS to resolve the dispute within three months after the end of the tenancy.

### **What happens to the deposit after the landlord or agent receives it?**

The landlord or the agent will hold the deposit during the tenancy. The tenancy agreement should state who receives any interest it makes.

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

If there is no dispute about the return of the deposit at the end of the tenancy, the landlord or agent must pay the deposit to the tenant without delay, less any deductions that the tenant has agreed.

If there is a dispute about the return of the deposit or about proposed deductions, the parties should try to reach agreement without delay. Most disputes are resolved informally in this way. But if the deposit has not been returned to the tenant within 10 days of the tenant asking for it, any of the parties can ask TDS to resolve the dispute.

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

The landlord or agent can make a payment from the deposit if:

- both landlord and tenant have agreed; or
- the court has ordered the deposit to be paid; or
- TDS directs them to send the money to TDS.

Once TDS has been asked to resolve a deposit dispute, the landlord or the agent must send the disputed amount to TDS. By this time, the landlord or agent should have paid the tenant any part of the deposit that is not an agreed deduction or in dispute.

If whoever is holding the deposit does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. This will not delay TDS in resolving the dispute. If the deposit holder cannot pay the disputed amount, for example because it has become insolvent, TDS will arrange the adjudication, pay the tenant the amount awarded by the adjudicator and make a claim to its insurers. The law requires TDS to guarantee only that the tenant receives the amount they are entitled to.

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

The person who wishes to send the dispute to TDS can do this online or by completing a **Dispute Application Form** giving details of the dispute, and any relevant supporting documents.

The deposit holder must then send the disputed amount to TDS. It will copy the dispute details to the other parties and give them 10 working days to consent to TDS resolving the dispute, respond to the claim, and send in their evidence.

If all the parties agree to TDS resolving the dispute, TDS will appoint an impartial adjudicator to make a binding decision, normally within 28 days of receiving the parties' consent to resolving the dispute. If landlords and agents do not reply, they are treated as consenting. In all these cases, the adjudicator will normally make a decision within 28 days after the deadline for giving evidence.

Within a further 10 days of the adjudicator's decision, TDS will pay the amount due to each party.

The adjudicator's decision will be based only on the evidence sent to TDS – there will be no hearing or visit to the property.

The adjudicator's decision is final. There is no right of appeal to TDS or to the government department in charge of the tenancy deposit protection schemes.

Further details are set out in **The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes** at [www.tds.gb.com](http://www.tds.gb.com).

### **What if the landlord or tenant can't be contacted at the end of the tenancy?**

TDS cannot resolve a dispute if it cannot contact the parties to get their consent to TDS being involved. In these circumstances, the deposit holder must do the following:

Make every practical effort – over a reasonable period of time but not for longer than it would take TDS to resolve a dispute – to contact the (ex)-tenant/landlord using information readily available.

Assess any damage, rent arrears and any other likely deductions from the deposit as they would normally do.



Split the deposit, pay the party who is present the appropriate amount, and transfer the amount due to the absent tenant/landlord to a suitably chosen 'Client suspense (bank) account'.

The deposit holder should make a formal record of these activities and support it with suitable documents.

After enough time (usually at least six years) has passed from the last contact with the absent tenant/landlord, the deposit holder may then donate the absent party's share to a suitable registered charity – subject to a binding promise from the deposit holder that it would immediately pay from its own pocket any valid claim it later received from the beneficial or legal owner.

If the absent tenant/landlord returns within that time and seeks to dispute the allocation of the deposit, TDS may offer to adjudicate.

### **Is adjudication better than going to court?**

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

If TDS protects a deposit and the dispute goes to court, the disputed amount must be sent to TDS. TDS will distribute the deposit once it receives a final court order showing what is to happen to the deposit.

TDS can only resolve a dispute if the deposit has been registered with TDS. If a deposit has not been registered, the parties will have to go to court if they cannot agree a settlement.

Sometimes landlords or tenants prefer to go to court. It might be better for a landlord to go to court if they have a big claim that is well above the deposit. It might be better for a tenant to go to court if they have a counterclaim – say if they had to pay for boiler repairs because the heating did not work for several weeks. TDS cannot deal with counterclaims.

Where TDS cannot accept a dispute for adjudication, TDS will notify any other party to the dispute that this has happened. The other party to the dispute may then choose to go to court or rely on the agent's judgment if the agent is holding the deposit.

### **What can TDS deal with?**

Using the TDS dispute resolution service is not compulsory. If either the landlord or tenant does not agree to use the service, one of them could choose to go to court.

TDS can only deal with disputes about the deposit itself, and cannot make awards that are for more than the disputed deposit. If a larger amount is disputed, you may need to go to court. TDS cannot deal with counterclaims by tenants – such as a claim for disrepair. If you are a tenant and you wish to bring a counterclaim against your landlord, you will need to go to court.

TDS cannot deal with disputes between individual tenants, or between landlords and their agents. TDS does not act as a regulator and cannot order changes in trading practices, close down businesses, or prosecute landlords or agents. However, it does try to raise standards in the private rented sector by educating tenants, landlords and agents about the cause of disputes and how to avoid them.

### **How much does it cost?**

TDS is funded by the membership subscriptions and deposit protection charges that letting agents and landlords pay. All these fees are on the TDS website.

TDS makes no charge to tenants for protecting the deposit – although landlords or agents may pass on their subscriptions to their tenants as part of the tenancy costs. There is no charge to landlords, tenants or agents for having a dispute resolved.

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

The Tenancy Deposit Scheme is open to landlords and letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS Rules – to TDS before it decides whether they can be accepted as a member, and what their subscription will be.

### **Our guarantee of impartiality**

TDS is overseen by a Board, which is responsible for operating and financing the business. The Board, and the TDS management, have no role in resolving disputes and cannot intervene in decisions about disputes. The scheme's Head of Adjudication is responsible for resolving disputes. The most usual method for resolving a dispute through TDS is to use adjudication but the scheme may suggest negotiation, mediation or other methods.

Adjudicators work fairly and impartially. All TDS adjudicators belong to the Chartered Institute of Arbitrators and comply with our Adjudicator Code of Conduct, which is available on the TDS website. The adjudicators make decisions without favour, based on the issues in dispute and the evidence provided.

TDS publishes breakdowns of awards in its Annual Reports. These give an overview of how awards are split between tenants, landlords and agents. You can see the adjudicators' decision-making guidelines and some example case studies at [www.tds.gb.com](http://www.tds.gb.com).

### **Data Protection**

TDS will not use landlords' or tenants' personal data for any purpose except to operate the scheme (this includes compiling statistical data) and resolve disputes. From time to time, TDS may invite landlords or tenants to participate in surveys. If you do not wish to be contacted for survey purposes, please inform TDS by letter or email to the contact details given in this leaflet.

### **Contact details**

Tenancy Deposit Scheme operated by  
The Dispute Service Limited  
PO Box 1255  
Hemel Hempstead  
Herts HP1 9GN

Tel: 0845 226 7837  
Fax: 01442 253 193  
Web: [www.tds.gb.com](http://www.tds.gb.com)  
Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)