

DATED

2019

LODGE PROPERTY SERVICES (1)

(2)

TENANCY AGREEMENT

Relating to

This agreement is intended to create an assured shorthold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this property, and our rights and duties owed to you as your landlord. It should be signed at the end by both of us to confirm that we agree with it.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

This is an important legal document and you should keep it safe. If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

Notice regarding your Right to Rent

We, the landlord, are required by law to carry out checks on all prospective occupiers (including named tenants and all adult occupiers who are not named tenants) to ensure that they have the right to rent property in England.

If these checks have not been carried out at the time this Agreement is signed, then this Agreement is conditional upon Right to Rent checks showing that you and all members of your household (as listed below) have a right to rent.

If you are unable to satisfy these checks then this Agreement will not take effect.

Further if the right to rent checks prove unsatisfactory and this Agreement does not go ahead we will be entitled to compensation until we find new tenants.

Members of the Tenant's Household

The additional persons (if any) who are permitted to live in the property (as referred to in clauses 5.8. 9.1.1 and 9.1.2) are:

Collectively referred to as the members of the tenant's household in this Agreement.

Persons permitted to occupy the property:

The total number of persons living in the property at any one time, including named tenants, members of the tenant's household and any children, must not exceed

Your email:

If you have signed below we will normally communicate with you at this email address. By signing, you also agree that we may serve notices and other legal documents (including the government's How to Rent booklet) upon you electronically at the above email address.

Signed: Dated:

1. PARTIES**1.1 "the Landlord"**

LODGE PROPERTY SERVICES Ltd

University of Cambridge, The Old Schools, Trinity Lane, Cambridge, Cambridgeshire CB2 1TN

Correspondence address: Gravel Hill Farm, Madingley Rise, Madingley Road, Cambridge CB3 0FU

1.2 "the Tenant"**2. PARTICULARS****2.1 "the Building"**

the building at Eddington, Cambridge

2.2 "the Common Parts"

the pedestrian ways forecourts car parks bicycle sheds gardens landscaped areas entrance halls landings staircases passages toilets kitchens communal laundry facility and other areas which are from time to time during the Term provided by the Landlord for the common use and enjoyment by the tenants and occupiers of the Building and all persons expressly or by implication authorised by them

2.3 "the Deposit"

£0.00 (Pounds) is paid by the Tenant to the Landlord

2.4 "the Furniture, Appliances and Effects"

all the furniture, appliances and effects as are described in the Inventory signed by the parties and annexed hereto as Schedule B

2.5 "the Market Rent"

£0.00 (Pounds) per calendar month

2.6 "the Premises"

Flat number [] situated on the [] floor of the Building

2.7 "the Rent"

£0.00 (Pounds) per calendar month

2.8 "the Term"

[] 2019 after 14.00 hours on the day until [] 2020 no later than 12.00 noon

- 2.9 **"Interest Rate"** two per cent per annum above the base rate of the Bank of England(or the nearest equivalent if such base rate ceases to exist at any time) or such lesser rate as the Landlord may require
- 2.10 **"the University Regulations"** the regulations of Lodge Property Services and the University of Cambridge for the time being in force including any regulations relating to the Premises which shall include those at Schedule C
3. THE Landlord lets and the Tenant takes the Premises TOGETHER WITH the Furniture, Appliances and Effects TOGETHER ALSO WITH the rights specified in Schedule A to this Agreement the Term at the Rent and upon the terms and conditions contained in this Agreement
4. THE Premises and the Furniture and Effects shall be held by the Tenant for the Term
- 4.1 THE Tenant shall pay for the Premises and the Furniture, Appliances and Effects the Rent, such Rent to be paid monthly in advance on the First day of each calendar month and to be paid at the discretion of the Landlord by direct debit payments to the University's bank account PROVIDED THAT the first payment apportioned for the remainder of the current calendar month shall be made on the signing hereof
- 4.2 If the Tenant fails to pay the Rent or other sum due within 14 days of the due date the Tenant shall pay interest on such rent or other sums at the Interest Rate from the date on which payment fell due to the date of actual payment (whether before or after judgment)
- 4.3 If the Tenant is no longer employed by the University or an affiliated institution and is therefore ineligible to rent a University property:
- 4.3.1 the Tenant shall give written notice to the University as soon as they are no longer so employed; and

4.3.2 (whether or not the Tenant has complied with clause 4.3.1) for the period from and including the date of the termination of that employment until the end of the tenancy, the Rent payable in consideration of the tenancy shall be the Market Rent, and the Tenant shall pay to the Landlord within 14 days of demand all arrears of Rent which have accrued under this clause, with interest at the Interest Rate

5. THE Tenant AGREES with the Landlord as follows:

5.1 To pay the Rent on the due dates and in manner aforesaid without any deduction and not to use the Deposit to offset any rent payable under this Agreement

5.3 To pay any Council Tax or any other local Government or national tax or outgoings levied on occupiers and relating to the Premises during the Term

5.3.1 To enter into direct contracts with the relevant utility companies for the provision of the telephone and broadband and the supply of water gas and electricity to the Premises and to pay on demand all telephone charges and rental and all charges for water gas and electric current supplied to the Premises during the Term and to retain the services for the benefit of the Landlord on the termination of the tenancy the Tenant being liable for any disconnection or reconnection charges incurred in respect of such services caused by the default of the Tenant. The Tenant shall provide copies of final paid utility bills within 5 working days of the end of the tenancy however determined

5.3.2 Not to change the Core heating or hot water supply to the Premises at Eddington (or such other supplier as is notified to the Tenant by the Landlord) and to notify the Landlord immediately upon any change of the broadband, gas, electricity, water, oil supplier or any other utility supplier to the Premises and to supply to the Landlord with the details of the new supplier and the account number as soon as they are received

5.4 To pay to the Landlord on demand an apportioned part of any account for electricity, gas, oil and any telephone rental and charges relating to a period partly before or after the termination of the tenancy or before the appropriate contract is entered into with the statutory authority as aforesaid

- 5.5 Throughout the Term to pay to the Landlord on demand all water and sewerage charges where such charges are recharged by the Landlord in respect of the Premises
- 5.6.1 To keep the Premises clean and to keep the interior of the Premises including where applicable the paint, wallpaper, decorations, fireplaces, window fittings, sash cords and glass, doors and door furniture in good decorative condition
- 5.6.2 To defrost any refrigerator and freezer provided by the landlord once every three months
- 5.6.3 Not to re-decorate the Premises or any part of it internally (so as to change the decorative scheme) or externally without the Landlord's prior written permission
- 5.6.4 Not to damage the furniture or walls of the Premises with any blue tack, nails, pins, glue, sellotape, stickers or other adhesive substance
- 5.6.5 To replace all broken glass, fuses, batteries, light bulbs and fluorescent tubes and starters as and when necessary, ensuring all reasonable safety precautions are observed
- 5.6.6 To keep the Furniture, Appliances and Effects in good condition, and not to remove any of the Furniture, Appliances and Effects from the Premises without express written permission from the Landlord
- 5.7 Not to use or keep in the Premises any type of stove heater or lamp burning paraffin or any other type of oil fuel nor to use any electrical apparatus or other equipment of a type or in a condition which might endanger the safety of the Premises
- 5.8 To make good any stoppage or damage to all drains traps and gullies which shall be caused by the negligence of the Tenant or members of the Tenant's household or visitors and so that every such stoppage or damage shall be presumed to have been caused by such negligence unless the Tenant shall prove the contrary to the reasonable satisfaction of the Landlord
- 5.9 To keep the Premises at all times well and sufficiently aired and warmed during the tenancy and to take all such precautions as may be necessary to prevent

water pipes sinks WCs and cisterns within the Premises becoming damaged by frost and in the event of any damage being so caused to make good such damage at the Tenant's own expense

- 5.10 To report all defects relating to the Premises to the Landlord in writing and in a timely manner
- 5.11 Within one month of notice (or such lesser period as is reasonable in the case of emergency) being given by the Landlord of any defects which are the Tenant's responsibility or other breaches of this Agreement to make the necessary repairs or remedy the breach complained of. In the event of the Tenant failing to repair such defects or remedy the breach complained of the Landlord shall be at liberty to repair the same
- 5.12 Not at any time to cause or permit to be caused any nuisance annoyance or inconvenience to the Landlord or the neighbouring owners or tenants and not to do nor permit to be done on the Premises anything which may invalidate the insurance at present held by the Landlord nor cause any increased or extra premium to be paid and in particular not to keep in the Premises any inflammable or dangerous or offensive materials or substances
- 5.13 Not to make any noise audible in the Building or outside the Premises between the hours of 10 p.m. and 7 a.m. nor at any time permit any person or children under the control of the Tenant to loiter or play in or about the entrance stairs or passages in the Common Parts nor use the said entrance stairs otherwise than as a means of approach and egress into or from the Premises
- 5.14 Not to cause any obstruction nor leave any goods footwear furniture rubbish children's toys bicycles prams or pushchairs in the Common Parts
- 5.15 To keep the door to the communal laundry facility secured at all times and to keep the facility clean and tidy at all times and to limit use of the facility to between the hours of 8 a.m. to 9 p.m. where applicable the key to the facility to be surrendered to the Landlord at the end of the tenancy such key not to be loaned to or copied by the Tenant or a third party
- 5.16 To make good any damage caused by the Tenant (or third parties there with the Tenant's permission) to the Building or any property of other tenants in the

Building and indemnify the Landlord against all actions claims costs and demands and all losses incurred in connection therewith

- 5.17 Not to change any locks, combinations or codes for entry. The Tenant may request a replacement key or security device to access the Premises at the cost set out in Scale of Charges at Schedule C. If a locksmith is required to visit the Premises the Tenant will be required to pay the cost of the replacement key or security device as well as the hourly charge out rate of the locksmith
- 5.18 To ensure that any smoke or Carbon Monoxide alarms in the Premises are working by testing them monthly and that where necessary any batteries are replaced and that alarms are not disconnected
- 5.19 Not to smoke (including the use of Electronic Cigarettes) or use candles or oil burners nor to permit others to smoke or use candles or oil burners in any part of the Premises the Building or the Common Parts
- 5.20 If a washing machine is provided within the Premises to ensure that connections are fitted correctly at all times and to limit use of the machine to between the hours of 8 a.m. to 9 p.m.
- 5.21 To provide and use a good quality mattress protector on any beds provided by the Landlord at the Premises
- 5.22 Not to make any alterations or additions to the Premises and not to damage any of the walls or timbers of the Premises or the Building
- 5.23 To abide by and uphold the University Regulations notified to the Tenant in writing from time to time by the Landlord provided that nothing in such Regulations shall purport to amend the terms of this Agreement and in the event of any inconsistency between the terms of this Agreement and such Regulations the terms of this Agreement shall prevail
- 5.24 Not to hold or permit to be held any sale by auction in the Premises or any part thereof nor to use or permit to be used for any business purposes the Premises or any part thereof nor use the same for the purpose of practicing singing or practicing musical instruments or giving music singing or dancing lessons

- 5.25 To give notice to the Landlord or the Landlord's agents of any infectious or contagious disease happening or breaking out in the Premises during the tenancy and thoroughly disinfect to the satisfaction of the Chief Medical Officer each part of the Premises which the Tenant shall have occupied or come into contact or, in the event of the Tenant failing to carry out such disinfection, the Landlord shall be at liberty to carry out or arrange the same and the Tenant shall compensate the Landlord against all claims costs and demands incurred or suffered by reason of the Premises becoming infected or unhealthy
- 5.26 To give notice to the Landlord or the Landlord's agents of any occurrence of bed bugs happening or breaking out in the Premises during the tenancy and thoroughly disinfect to the satisfaction of the Landlord or the Landlord's agents each part of the Premises which the Tenant shall have occupied or come into contact or, in the event of the Tenant failing to carry out such disinfection, the Landlord shall be at liberty to carry out or arrange the same and the Tenant shall compensate the Landlord against all claims, costs and demands incurred or suffered by reason of the Premises becoming infected
- 5.27 To give notice to the Landlord or the Landlord's agents of any occurrence of mice, wasps or other pest happening or breaking out in the Premises during the tenancy and to rid the Premises of such occurrence or outbreak and, in the event of the Tenant failing to do, the Landlord shall be at liberty to carry out or arrange the same and the Tenant shall compensate the Landlord against all claims, costs and demands incurred or suffered by reason of such occurrence
- 5.28 Not to use or permit the Premises to be used for any illegal purposes and in particular (but without prejudice to the generality of this sub-clause) not to allow drugs of any type to be taken kept or used on the Premises except such which may be authorised or prescribed by a duly qualified medical practitioner
- 5.29 Not to keep or allow to be kept in the Premises or any other part of the Building firearms of any description (including but not limited to guns, rifles, air rifles, pistols, automatic weapons) with or without shells or cartridges, or explosive devices or dangerous weapons of any nature. This applies equally to those firearms covered by a special Licence as well as to those not requiring any form of Licence. Permission will not be granted to hold and store any guns, weapons

or cartridges.

- 5.30 To pay for all television licences or television supply charges in respect of equipment for the use of the occupier of the Premises
- 5.31 Not to crop, prune or cut down remove or otherwise injure any trees shrubs or plants growing upon the landscaped areas in the Common Parts or to alter the general character of the garden
- 5.32 Not to remove or damage any of the fences surrounding the Common Parts
- 5.33 Not to erect any TV aerial satellite receiver or radio mast on the Premises or the Building or within the Common Parts
- 5.34 To use only smokeless fuel in the open fireplaces (if any) and to maintain a fireguard on all lit fires at all times
- 5.35 To have all (if any) of the chimneys and flues belonging to the Premises thoroughly swept and cleansed as often as necessary and in the final month of the tenancy to have them swept to a professional standard and to the reasonable satisfaction of the Landlord
- 5.36 To clean the inside and where possible the outside of all the windows of the Premises at least once in every three months during the tenancy
- 5.37 Not to park any car or other vehicles in any part of the Common Parts unless the Tenant is allocated with a parking licence for a designated area by the Landlord
- 5.38 Not to keep or park a bicycle or motorcycle or any other vehicle in any part of the Premises the Building or the Common Parts except in the bicycle sheds or areas designated for such use by the Landlord
- 5.39 That the Landlord or the Landlord's agents or servants shall not be held liable for any damage or loss however caused including damage or loss to property caused by the negligence of the Landlord or the Landlord's agents or servants in respect of any vehicle or bicycle parked in the Common Parts and that such vehicles or bicycles are parked entirely at the owner's risk and must be registered with the custodian

- 5.40 Not to expose for drying or any other purpose any linen clothing or clothes or articles of apparel or any other articles of any kind inside the Premises nor outside the windows of the Premises but only to use any clothes line provided for such purpose
- 5.41 Not to keep or permit to be kept upon the Premises any cats dogs pets birds reptiles fish or other animals save for an animal which is recognised as an approved medical assistance animal (and then only with the Landlord's prior written consent, to be provided at the Landlord's absolute discretion)
- 5.41.1 If any animal is kept either with or without consent being given under clause 5.39 the Tenant agrees to give back the Premises free from fleas or any other pest at the end of the Tenancy. The Tenant will be liable to compensate the Landlord for any losses suffered due to the presence of fleas in the Premises.
- 5.41.2 To keep any animal for whom the Landlord has given written consent under control at all times
- 5.41.3 To keep the garden and the Premises and any adjoining properties free from fouling by any animal authorised by the Landlord during the Tenancy and at the end of the Tenancy
- 5.42 Not to keep or store rubbish in any part of the Building or the Common Parts except in the bins provided for that purpose by the Landlord
- 5.43 To keep the private garden (if any) clean tidy and free from weeds with any grass cut weekly during the growing season
- 5.44 Not to allow anyone access to the Building unless they are known to the Tenant to be authorised occupiers or visitors or are there at the Tenants invitation and with appropriate permission
- 5.45 In the event of the Tenant becoming aware of any fire or other incident in the Building (where the Tenant is able to do so without endangering him or herself) the Tenant will ring the fire alarm or notify the authorities before vacating the Building
- 5.46 At the end of the tenancy (however terminated) to deliver up to the Landlord the

Premises with all additions thereto (if any) and Furniture and Effects together with any articles which may have been substituted as aforesaid in good and tenantable repair and condition and to leave all water heaters and electrical appliances clean and in good working order and to leave clean all windows and chimneys and also all loose covers curtains and other articles usually washed and cleaned or to pay for the washing and cleaning of such articles which shall include any maintenance and cleaning of blinds during and at the end of the tenancy. Where appropriate, curtains and carpets are to be cleaned by the Tenant to a professional standard and to the reasonable satisfaction of the Landlord

- 5.47 To pay any Stamp Duty Land Tax payable by the Tenant in relation to this Agreement
- 6. The Landlord must keep the structure and exterior of the Premises in good repair
- 7. The Landlord must keep the installations for the supply of water, electricity, gas and sanitation and installations for space heating or heating water in repair and proper working order
- 8. The Tenant must permit the Landlord, with or without workmen, to enter the Premises at all reasonable times upon 24 hours' notice or in the event of emergency at any time without notice:
 - 8.1 to examine the condition of the Premises and the Furniture and Effects
 - 8.2 to carry out any repairs to the Premises (including (but not limited to) any repairs or remedy of Tenant's breaches which the Landlord is at liberty to carry out pursuant to clause 5.11 hereof) and where the Tenant so requests the Landlord may arrange for a representative of the Landlord to accompany a contractor at the Premises at the Tenant's cost as set out in the Scale of Charges at Schedule C)
 - 8.3 to carry out works to any adjoining Premises owned by the Landlord where such works can only be carried out by having access to the Premises

- 8.4 to allow prospective tenants to view the Property at reasonable times on reasonable notice during the final four months of the Term
9. This Agreement is personal to the Tenant and the Tenant must not assign, sublet or part with or share occupation of the Premises or any part of it without the written permission of the Landlord and for which additional charges will be made
- 9.1 We agree that in addition to the tenant the following person(s) may live at the Property:
- 9.1.1 your children or other dependents who are under 18 years of age at the start of the Tenancy; and
- 9.1.2 the adults listed as "Members of the Tenant's Household" at the start of this agreement (if any)
- However:
- 9.1.3 You must not allow any other adults to live at the Premises without our written permission.
- 9.1.4 You must not take in lodgers or paying guests, and you must not use or allow the Premises to be used other than for a private dwelling house for your own use and the use of the parties described at clauses 9.1.1 to 9.1.3 (inclusive)
- 9.1.5 Visitors should not remain at the Premises for more than two weeks without the Landlord's written permission
- 9.1.6 Any obligation on you under this Agreement to do or not to do anything shall also require you not to permit any member of your household or visitor to do or not to do the same thing
- 9.2 You will not allow anyone to occupy the Premises whose immigration status does not permit them to occupy residential premises under a residential tenancy agreement (i.e. if they do not have a 'right to rent' as set out in Part 3 of the Immigration Act 2014) and you will keep us informed if the immigration status of any of the permitted occupiers changes during the tenancy so as to remove their Right to Rent.
10. The Deposit
- 10.1 The Deposit is held by the Landlord. The Landlord is a member of the Tenancy Deposit Scheme

- 10.2 Any interest earned will belong to the Landlord
- 10.3 The Deposit has been taken for the following purposes
 - 10.3.1 Any damage or compensation for damage to the Premises its fixtures and fittings Furniture Appliances and Effects or for missing items for which the Tenant may be liable, in accordance with the Scale of Charges at Schedule C (subject to an apportionment or allowance for fair wear and tear and the age and condition of each and any such item at the commencement of the tenancy insured risks and repairs that are the responsibility of the Landlord)
 - 10.3.2 The reasonable costs incurred in compensating the Landlord for or for rectifying or remedying any breach by the Tenant of the Tenant's obligations under the Tenancy Agreement including those relating to the cleaning of the Premises its fixtures and fittings and the Furniture Appliances and Effects
 - 10.3.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable
 - 10.3.4 Any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy
 - 10.3.5 Any costs reasonably incurred by the Landlord in the event that the Tenant does not permit access to the Premises by the Landlord or any party authorised by the Landlord for the purpose of carrying out repairs or planned maintenance or inspections at the Premises where the Landlord has provided reasonable notice of its intention to do so.
 - 10.3.6 Any costs reasonably incurred by the Landlord in dealing with a change to a provision of this Agreement (where requested by the Tenant)
 - 10.3.7 Any costs reasonably incurred by the Landlord where the Tenant departs from the Premises before the end of the Term

11. The Landlord agrees to insure the Premises and the Furniture Appliances and Effects but not the Tenant's personal possessions with an insurance company of repute against fire lightning explosion aircraft riots civil commotion acts of terrorism malicious damage earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus and such other risks as the Landlord from time to time at his absolute discretion decides to insure against
- 11.1 The Tenant must not do anything or fail to comply with any requirement as a result of which the policy of insurance effected by the Landlord under clause 10 above may become void or voidable or the premium under such policy may be increased
12. In the event that the Tenant ceases to be employed by the University of Cambridge or a student of the University of Cambridge or any College therein or following a course of study there or attached in any teaching or research capacity to the University of Cambridge or any College then the Landlord may at any time thereafter terminate this Agreement on two months written notice to that effect
- 12.1 At the end of the Term the Tenant must leave the Premises and the Furniture and Effects in the state of repair and condition required by this Agreement and clean and so that items of Furniture and Effects are so far as is reasonably possible in the places in which they were situated at the beginning of the Term and the Tenant shall compensate the Landlord for all claims, costs, losses and demands reasonably and properly incurred or suffered by the Landlord by reason of any breach of this clause or obligation in Agreement . The Landlord will use the Scale of Charges in Schedule C as a guideline in determining the Tenant's obligations to remedy any damage or loss.
- 12.2 If the Premises are incapable of being re-let or used because the Tenant has left substantial goods in the Premises the Tenant will be required to pay a sum equal to the Rent until those goods have been removed AND the Landlord is entitled to remove and dispose of any goods left by the Tenant in the Premises and recover costs of storage disposal and sale from the proceeds any balance being paid to the Tenant
- 12.4 If the Premises is the Tenant's only or principal home and this is an assured

shorthold tenancy this Agreement may be brought to an end at any time before the expiry of the Term and the Landlord may seek possession for any of the grounds set out in Schedule 2 of the Housing Act 1988

- 12.5 If the Tenant does not live in the Premises as his only or principal home or for any other reason this is not an assured shorthold tenancy then if at any time:-
 - 12.5.1 any money payable under this Agreement is unpaid for 14 days (whether formally demanded or not); or
 - 12.5.2 the Tenant breaches the terms of the Agreement; or
 - 12.5.3 the Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors or has any distress or execution levied on his goods the Landlord may re-enter the Premises (or part of it) and on re-entry this Tenancy shall come to an end (If a person is living in the Premises the Landlord may only "re-enter" if he obtains a Court Order)
13. All sums due to be paid under this Agreement are inclusive of VAT
14. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement
15. The Premises let are held by the Landlord as an exempt charity
16. The rules as to the service of notices in Section 196 of the Law of Property Act 1925 apply to any notice given under this Agreement
17. The Tenant is notified for the purposes of the Landlord and Tenant Act 1987 sections 47 and 48 that the Landlord's address for service of notices is The University of Cambridge, Estate Facilities, Greenwich House, Madingley Rise, Madingley Road, Cambridge CB3 0TX or such other address as the Tenant shall be notified in writing by the Landlord
18. If the Tenant vacates the Premises during the Term the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires or until the Premises are re-let whichever is earlier

19. It is agreed that personal information of the Tenants will be retained by the Landlord and may be used for administrative purposes that present and future addresses and contact details of the parties may be passed to third parties including authorised contractors credit and reference agencies local authorities service providers legal advisers debt collectors and given to the HM Revenue and Customs or any person investigating a crime
20. In reading this Agreement:
 - 20.1 The words defined in the Particulars page have the meaning given to them in the Particulars page
 - 20.2 Words using any gender include every gender
 - 20.3 Words using the singular number include the plural and vice versa
 - 20.4 Words referring to persons include firms, companies and corporations and vice versa
 - 20.5 Any obligation by two or more people shall be undertaken jointly and severally
 - 20.6 Headings in this Agreement shall not affect its interpretation
 - 20.7 Any reference to a statute shall include any amendment to or re-enactment of such statute for the time being in force and all orders, notices, regulations, by-laws, directions, instruments, codes of practice, consents and permissions made or issued under it
 - 20.8 Any reference to the doing or permitting of any act or thing by the Landlord or the Tenant includes the doing or permitting of that act or thing whether directly or indirectly by any agent, servant, workman, contractor or employee engaged by either of them
 - 20.9 Any agreement by the Tenant not to do any act or thing shall include an obligation not to suffer or permit such act or thing to be done

A S W I T N E S S the hands of the parties hereto the day and year first before written

SCHEDULE A

1.1.1 The right for the Tenant and all persons expressly or by implication authorised by the Tenant (in common with the Landlord and others having a like right) to use the Common Parts for all proper purposes in connection with the use and enjoyment of the Premises

SCHEDULE B

Inventory and Schedule of Condition

Inventory and Schedule of Condition are prepared separately

SCHEDULE C

Additional Accommodation Regulations

The Tenant and all occupiers of the Premises agree to abide by the following conditions which form part of the Tenant's obligations in the Agreement:

1. Ensure the Premises are well ventilated at all times. In winter ensure there is both adequate heat and ventilation. Condensation can be a problem and is minimised by daily ventilation, heating and wiping down surfaces. Mouldy surfaces are a sign of lack of ventilation and should be cleaned with a proprietary cleaner.
2. Clothes washing should not be draped on radiators or hung wet inside the Premises. It should only be hung outside if washing lines are specifically provided. Please use the commercial dryer (if any) provided in the laundry room and clean it after every use.
3. Use a 'bar-type' fused electrical adaptor on a lead rather than a block-type adaptor. Do not plug adaptors into adaptors – use one adaptor in each wall socket. Extension leads should conform to BS (British Standard) 1363/A; adaptors should conform to BS 5733. Other international travel adaptors are not permitted. DO NOT try to force plugs into the wrong type of socket. The University reserves the right to remove any unsafe equipment.
4. The refrigerator and freezer are to be defrosted regularly (once every three months minimum).
5. Musical instruments may only be played once permission has been granted and during the hours specified. Please request this in writing. Permission, if granted, may be withdrawn at any time without notice.
6. Please show due care and consideration to neighbouring residents when using radios, stereos, televisions or other electrical equipment, washing machines, etc. and be quiet between 10.00pm at night and 7.00am in the morning. Be careful when moving furniture and do not walk heavily – noise can carry.
7. The University Gardening Service or gardening contractors maintain the majority of gardens. Tenants are requested to refrain from planting, digging or altering the gardens in any way. Do not cause a nuisance for other users and do NOT damage plants, gardens or buildings with boisterous behaviour or ball games.
8. No posters or pictures may be fixed to the walls, windows or frames by means of blue tack, glue, sellotape or any other adhesive substances. Picture hooks (*not* nails) may be used.
9. Smoking (including the use of electronic cigarettes) is not allowed *anywhere* in the Premises or the Common Parts either by the Tenant or by their visitors because of the fire risk. Candles and oil burners should also not be used.
10. Do not store bicycles within the premises except within the cycle racks where provided. Do not lock bicycles to railings or trees. They will be removed without warning for safety of other residents. Bicycles should be registered with the Accommodation Service.

11. Do not do anything which may create or contribute to blockages to drains (e.g. by putting hair, foodstuffs, fat or cooking oil down the kitchen sink or nappies or towels in the toilet).
12. Toys, prams and buggies should not be stored on the outside the flats in landings, in entrances and stairway areas or in electric meter cupboards. Tenants are reminded that all these areas are to be kept clear at all times to facilitate easy evacuation in an emergency.
13. Cars should be parked in the car spaces provided. They should not be parked illegally on yellow lines as this will hamper emergency vehicular access, as well as cause problems for vehicles reversing out of car parking bays. Always park with exhausts facing away from open windows. Gates provided to car parks should be securely padlocked at all times.
14. Tenants should insure their own personal possessions, as well as insuring against any damage to the property of the University. They will be obliged to pay for the repair of any damage caused to the Premises and/or the Building by Tenants or their visitors at the discretion of the landlord. This will include damage to the Common Parts or as a result of the removal of personal possessions and furniture.
15. No animals or fish are allowed as pets on the premises. Please do NOT feed stray animals.
16. Please secure the laundry room after use and leave it clean and tidy. Use of these facilities is only allowed between the hours of 0700 and 22.00. Please ensure that all clothing is removed from washers and dryers as soon as it is finished so as not to inconvenience other residents wishing to use the laundry room. If tenants have their own washing machine or dryer they agree to abide by the same hours 8.00am to 9.00pm.
17. No subletting is allowed. Long term visitors (i.e. for two weeks or longer) will require the express prior permission of the Accommodation Service. Requests must be put in writing and an additional charge will be made to cover the Landlord's reasonably and properly incurred costs. Permission is not guaranteed.
18. Please inform the Accommodation Service if the Premises will be vacant for some time so that access can be obtained in an emergency. Absences of more than 28 days must be notified in writing.
19. All leaks or faults within the Premises should be notified to the Accommodation Service (or to University Security out of hours) immediately to prevent further damage occurring.
20. An administration charge of up to £50 including VAT may be made for any variations to this Tenancy Agreement (such as a change of Tenant in shared properties).
21. An administration charge of up to £120 including VAT to cover the Landlord's reasonably and properly incurred costs may be made for an early departure by the Tenant.

Instructions to all tenants prior to vacating the Premises

1. Please give as much notice as possible about leaving the Premises. If Tenants wish to vacate early, they are liable for the rent, utility bills and council tax until a new tenant is found by the Accommodation Service or until the end of the tenancy and may be liable for the Landlord's reasonably and properly incurred costs in accordance with paragraph 21 of this Schedule C.
2. Arrange an appointment for the preliminary and final inspections with the Accommodation Service. All personal possessions must be removed or stored in the Premises in such a way that the rooms, walls and furniture may be clearly visible without obstruction. For the final inspection, all personal belongings and personal furniture should be removed and the Premises fully cleaned.
3. Gas, electricity and water meter readings (where applicable) will be taken at the final inspection. Notify the utility companies of the Tenants' departure and of the last date when liable for bills (last day of the tenancy). Forward copies of all final bills to provide evidence that they have been paid to the Accommodation Service.
4. Provide the Accommodation Service with a forwarding address, e-mail address and telephone number. Please note that Tenants are expected to vacate by 12 noon on the day of departure – an exact time will be agreed. The Premises should be cleaned to a professional standard, including any carpets/curtains, and should be ready for the next tenant to take occupation. The Tenant shall indemnify the Landlord against any costs, losses or demands reasonably incurred or suffered by the Landlord for any breach of this provision.
5. The Tenant shall indemnify the Landlord against any damage or loss to the Premises caused by or contributed to by the Tenant under the terms of the Tenancy Agreement and costs of repairing cleaning or otherwise rectifying the position following the Tenant's breach will be charged in accordance with the following Scale of Charges (where applicable):

Scale of Charges

This is a Guideline only and costs may vary between property type and size.

Please discuss with the Landlord if you have any questions regarding the application of this Scale to the Premises

ALL PRICES INCLUDE VAT

Item	Labour charges per hour
Labour only callout charges for out of hours works that are rechargeable to the tenant	Variable between £60 weekdays to £90 Sunday or Bank holidays
Call out charge for lockouts for loss of keys or forgotten cards. Does not include cost of replacement card or key	Variable between £27 weekdays and £80 Sunday and Bank Hols
Accompanied visit for third party company e.g. washing machine engineer	Daytime only £48 per hour

Repair or replacement Cost

Item	Cost NOT including labour / installation charge and depending on type / size of property
Kitchen work surface	Up to £924 (based on a two bedroom flat, replacing one strip of work surface; removing and re-seating the sink and hob).
Hob replacement	Up to £750 depending on type
Electric oven	Up to £960
Grill pans and handles	Up to £96
Grill handle only	Up to £22
Extractor Hood	Up to £300
Combined Washer Drier	Up to £1080
Washing Machine	Up to £840
Tumble Dryer	Up to £840
Combined Fridge/ Freezer	Up to £960
Fridge	Up to £600
Freezer	Up to £600
Dishwasher	Up to £816
Kitchen Sink	Up to £360
Kitchen Tap	Up to £240
Dining table	Up to £480
Dining chair	Up to £144
Double sofa	Up to £1080
Single armchair	Up to £420
Desk with pedestal	Up to £360
Freestanding Bookcase	Up to £240
Combined wall unit & bookcase	Up to £480
Coffee table	Up to £216

Double bed	Double bed base £288
Single bed	Double headboard £78
	Single bed base £198
	Single headboard £60
Mattresses	Double £216
	Single £180
Mattress cover	Double £25
	Single £20
Wardrobe	£600
Chest of drawers	£300
Bedside cabinet	£180
Curtains (large/medium) per set	£240/120
Roller Blind	
Large window	£180
Small window	£96
Voile per curtain	£60
Wash basin	Up to £480
Bath	Up to £960
Basin taps	Up to £180
Toilet	Up to £480
Heated towel rail	Up to £540
Toilet seat	Up to £144
Shower assembly	Up to £336
Replacement laminate flooring	£90 per m ² - dependent upon apartment layout. Does not include resealing and repairs due to water damage
Replacement vinyl flooring	£180 per m ² - dependent upon apartment Layout. Does not include resealing and repairs due to water damage
Removal/Disposal of furniture	
Per van load	£480
Per item	£36
Furniture delivery charges	£60
Lost keys and replacement locks	Door Keys £50 Door entry card £20 Lock replacement Up to £132 + applicable labour charges
Broken glass in windows	Up to £3000 – dependent on window style – quotes to be obtained from manufacturer + applicable labour costs
Window / postbox keys – loss or broken	£20
Lightshade	Up to £60 – dependent upon type + Labour costs
Shaver light fitting	Up to £216
Unblocking pipes/drains	Up to £480 * may have further charges if other works needed
Window Mechanism/ hinges	Up to £50.00 per item dependent upon window style – quotes to be obtained from manufacturer + labour costs
Damage to cupboards/worktops etc. such as chips, burn marks	Up to £240 – dependent upon damage and specialist charge.

where the item is not deemed unrepairable & not replaced	
Cupboard Hinges, catches	Up to £120– dependent upon part
General Admin Charges	
Refill Oil Tank	Per invoice + admin cost + delivery + VAT
Storage of possession left after tenancy	£75 per Calendar month (Maximum 3 month storage)
Abandoned motor vehicle	£32 per day + removal costs

Re-decoration

Walls per metre	Prepare, apply 2 coats of emulsion - £21.00 per m ²
Woodwork per metre	Prepare, apply 1 undercoat/1 gloss coat - £21.00 per m ²
Ceilings per metre	Prepare, apply 2 coats of emulsion - £15.00 per m ² If stain block required – as well as repaint £23 per m ²

END OF TENANCY CLEAN	TOTAL INC VAT UP TO (site specific):
One bedroom property	
Furnished	£185
Unfurnished	£90
Two bedroom property	
Furnished	£200
Unfurnished	£110
Three bedroom property	
Furnished	£200
Unfurnished	£120
Carpet cleaning	
1 bed flat unfurnished	
Furnished	£40
2 bed flat unfurnished	£50
Furnished	£50
3 bed flat unfurnished	£60
furnished	£60
	£70
Whole kitchen (Eddington)	£135
Oven and hob - clean thoroughly inside and out, no sign of food residue	£45
Extractor hood filter cleaned/replaced depending on model	£6
Whole bathroom clean – including limescale removal	£60
Utility cupboard Washing Machine/Drier – clean thoroughly inside and out – empty filters – ensure no washing powder/liquid residue is left. Empty and clean drier filter. Leave doors open .	£5
Whole living room – not including upholstery	£45
Upholstery	£45

General Cleaning - All Rooms	
Floors - wash floors	£8
Windows - clean all windows inside including the frames	£10
Flat must be generally odour free	£2
Curtain – spot clean or dry clean - per pair	£85

Signed on behalf of the landlord: _____
Date

Signed on behalf of the tenant(s): _____
Date

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 within 30 working 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 Ltd

PO Box 1255

Hemel Hempstead, Herts HP1 9GN

Phone: 0300 037 1000

Fax: 01442 253193

E-mail: deposits@tds.gb.com

Web: 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

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 .

(i) The Deposit

The amount of the Deposit paid is: **£0.00**

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

(iii) Details of the landlord(s)

Name	University of Cambridge Estate Management
Address	Greenwich House, Madingley Road, Cambridge CB3 0TX
E-mail address	accommodation.service@admin.cam.ac.uk
Telephone	01223 333316
Fax	01223 338098

Initials: _____

(iv) Details of the tenant(s)

Name(s)	
Address(es)	
E-mail address(es)	
Mobile number(s)	
Fax number(s)	
Contact details for the tenant(s) to be used at the end of the tenancy	
Name(s)	
Address(es)	
E-mail address(es)	
Mobile number(s)	
Fax number(s)	

(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 at clause 10 of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

(vii) Confirmation

The Landlord certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- I/We have given the tenant an 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): _____

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

Initials: _____



What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants



Tel: 0300 037 1000

Fax: 01442 253 193

Email: deposits@tds.gb.com

www.tds.gb.com

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

What is TDS?

1.1.2 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.

1.1.3 TDS has two main roles:

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

What is tenancy deposit protection?

1.1.4 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.

1.1.5 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.

1.1.6 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.

1.1.7 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?

1.1.8 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.

1.1.9 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.

1.1.10 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.

1.1.11 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.

1.1.12 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?

1.1.13 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.

1.1.14 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.

1.1.15 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.

1.1.16 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?

1.1.17 Tenants can check if their deposit is registered with TDS by visiting 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.

1.1.18 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.

1.1.19 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.

1.1.20 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?

1.1.21 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?

1.1.22 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.

1.1.23 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.

1.1.24

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

1.1.25 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.

1.1.26 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.

1.1.27 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?

1.1.28 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.

1.1.29 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.

1.1.30 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.

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

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

1.1.33 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.

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

1.1.34 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'.

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

1.1.36 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.

1.1.37 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?

1.1.38 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.

1.1.39 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.

1.1.40 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.

1.1.41 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.

1.1.42 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?

1.1.43 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.

1.1.44 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.

1.1.45 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?

1.1.46 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.

1.1.47 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?

1.1.48 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

1.1.49 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.

1.1.50 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.

1.1.51 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.qb.com.

Data Protection

1.1.52 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

1.1.53 Tenancy Deposit Scheme
operated by The Dispute Service
Limited

1.1.54 PO Box 1255

1.1.55 Hemel
Hempstead Herts
HP1 9GN

1.1.56 Tel: 0300 037 1000

1.1.57 Fax: 01442 253 193

1.1.58 Web:

www.tds.gb.com Email:

deposits@tds.gb.com