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# ASSURED SHORTHOLD TENANCY AGREEMENT

## IMPORTANT

- This Tenancy Agreement is a legal and binding contract and the Tenant is responsible for the payment of the rent for the entire agreed term. The Tenancy may not be terminated early unless the Agreement contains a break Clause or written permission is obtained from the Landlord.
- Where there is more than one Tenant, all obligations including those for rent and repairs can be enforced against all of the Tenants jointly and against each individually.
- If either party does not understand this Agreement or anything contained in it, they should ask for an explanation before signing it. They may consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.

## GENERAL NOTES

- 1) This Agreement is for letting furnished or unfurnished residential accommodation on an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 as amended by the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of Landlord and Tenant.
- 2) Prospective Tenants should have an adequate opportunity to read and understand this Tenancy Agreement before signing in order for it to be fully enforced.
- 3) This Agreement may be used for tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
- 4) The Landlord and Tenant Act 1985, Section 11 requires the Landlord to keep in repair the structure and exterior of the dwelling and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
- 5) Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
- 6) The name and address of the Letting Agent who arranged this Tenancy is:

**Digs Property Management, Sandford Gate, East Point Business Park, Oxford, OX4 6LB**

01865 910 130  info@digsproperty.co.uk 



Digs Property, Sandford Gate, East Point Business Park, Oxford, OX4 6LB

Company Registered Number: 09505213 VAT Number: 217 5772 93






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## 1. CORE TERMS

- 1) **The Date of this Agreement:** <TODAY's DATE>
- 2) **Name(s) of Landlord(s):** <LANDLORD NAME>
- 3) **Address for Landlord(s):** <LANDLORD ADDRESS>  
**Tel:** 01865 910130      **Email:** lettings@digsproperty.com
- 4) **Name(s) of Tenant(s):** <Tenant(s) Name>
- 5) **Address of Property to be Let:** <Property Address>
- 6) **Term of the Tenancy:** <Tenancy Fixed Term in months>
- 7) **Commencement Date:** <Tenancy Fixed Term Start Date>      **to:** <Fixed Term End Date>
- 8) **Rent:** £<Rent Amount>      Per Calendar Month
- 9) Payable in advance and due on the <Day of month Due (e.g. 1<sup>st</sup>)> day of each month, and the first payment (or proportionate part) is to be made on or before the signing of this Agreement. A standing order must be set up when signing the Tenancy Agreement.
- 10) A security deposit (Tenancy deposit) of: <£Bond Amount> is to be paid on or before the signing of this Agreement.
- 11) The DPS will hold the security deposit referred to above.
- 12) The deposit is protected by 'The Deposit Protection Service (DPS)' in accordance with the Terms & Conditions of the DPS. Those Terms & Conditions and details of the Alternative Disputes Resolution (ADP), governing the protection of the deposit including the repayment process, can be found at <https://www.depositprotection.com/documents/terms-and-conditions-custodial.pdf>.
- 13) Any interest earned will not belong to the Tenant.
- 14) A lead Tenant must be nominated should more than one person take up the Tenancy. The name of the lead Tenant will be the only person that is contacted in relation to any discussions of the deposit at the end of the Tenancy. It is the responsibility of the tenant to ensure their address is updated to one where the DPS can contact that person after the end of this tenancy.
- 15) Lead Tenant: <Lead/first/sole Tenant's Name>

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2. **TENANT'S OBLIGATIONS:** The Tenant hereby agrees to the following:

### GENERAL LIABILITIES, SERVICES AND UTILITIES

- 1) As joint and several Tenants to be responsible and liable for all obligations under this Agreement.
- 2) To pay the rent, whether formally demanded or not, and all other sums due to the Landlord on time. The Landlord reserves the right to charge interest (calculated from day to day) at 3 percent over the Bank of England base rate on late payments and the Landlord may recover the interest as though it were rent.
- 3) To occupy the Property as the Tenant's only or principal home.
- 4) To be held liable for the reasonable net costs involved in carrying out repairs and maintenance to the Property or its fixtures or fittings where such action is required as a result of negligence, or significant breach of this Agreement, or misuse, by the Tenant or his invited guests or visitors.
- 5) To be responsible for payment of Council Tax (or any other similar charge replacing the Council Tax) during the Tenancy in respect of the Property or, if the Landlord pays it, to reimburse the Landlord.
- 6) To be responsible for the payment of all associated charges in respect of the use and supply at the Property during the Tenancy of any telephone service, of electricity, gas, oil and any other relevant fuels, water and environmental services.
- 7) Where the Property is served by a septic tank or cesspit, to be responsible for the reasonable costs of emptying or clearing such facilities, as required, during the Tenancy.
- 8) To notify, at commencement of the Tenancy, the local authority responsible for the collection of Council Tax, and the suppliers of all relevant services or utilities, of the tenant's liability for their charges and to have all such accounts transferred into the Tenant's name for the duration of the Tenancy.
- 9) Where the Tenant allows, either by default of payment or by specific instruction, the utility or other services to be cut off, either during, or at the end of the Tenancy, to pay or be liable to pay, the costs associated with reconnecting or resuming those services.
- 10) Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the Property.
- 11) Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins, or a pre-paid card, or key, without the prior written consent of the Landlord or his Agent which will not be unreasonably withheld.
- 12) Not to change the supplier of the domestic utilities or services referred to in the above Clauses without the prior written consent of the Landlord or his Agent. Where such consent is given, the Tenant undertakes to promptly provide the Landlord or his Agent with full details of the new supplier and account numbers etc.

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- 13) Not to change or transfer any existing telephone number at the Property without the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where such consent is given, the Tenant undertakes to promptly provide the Landlord or his Agent with the details of the new number and, at the request of the Landlord, pay the telephone companies reasonable standard costs of storing the Landlord's number for re-use at the end of the Tenancy.
- 14) If the Tenant brings into the Property any gas appliance(s), he must ensure they are safe to use and are properly connected to the appropriate pipework in the Property by a suitably qualified gas engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the Property.
- 15) Where the Tenant is notified prior to commencement of the Tenancy, in writing or by the provision of copy documents, of any agreements or restrictions contained in any superior or head lease affecting the Property which may bind the Landlord (and his Tenant) in the use or occupation of the Property, not to break such agreements or restrictions.
- 16) Not to use the Property, or knowingly allow it to be used, for illegal or immoral purposes including the use of any illegal drugs which are or become prohibited or restricted by statute.
- 17) For the duration of the Tenancy, to pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the Property.
- 18) To use the Property only as a single private residence for the occupation of the Tenant.
- 19) The Tenant must not use the Property for the purposes of a business, trade or profession except with the prior written consent of the landlord which must not be unreasonably withheld or delayed. In particular, it will not be unreasonable for the Landlord to withhold consent if there is a reasonable likelihood that the use proposed would:
  - (a) give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or
  - (b) cause a nuisance to the occupiers of neighbouring properties or significantly increase wear and tear to the Property.
- 20) Not to assign the Tenancy of the Property or any part of it, nor to sublet, take in lodgers or paying guests without the Landlord or his Agent's prior written consent.
- 21) Deliver to the Landlord or his Agent as soon as is practical (and in any event within 21 days) after receipt, the original of any formal or legal notice or orders or other similar document delivered to the Property by a third party which relate to, or might significantly affect, the Property, its boundaries or adjacent properties.
- 22) To pay, or be liable to pay, the reasonable net costs incurred by the Landlord, or his Agent or professional advisers, in successfully enforcing or remedying any breach of, or significant failure to comply with, the obligations of the Tenant under this Agreement.
- 23) To be liable at any time to reimburse the Landlord or his Agent any sums which the Landlord or his Agent is required to repay to the local authority in respect of Housing Benefit which has been

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paid direct to the Landlord or his Agent on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

- 24) To keep the interior of the Property during the term in as good and clean state of repair condition and decoration as the Property was in at the commencement of the term and make good all damages and breakages to the Property which may occur during the term, fair wear and tear and damage by accidental fire excepted.

#### **THE PROPERTY, FIXTURES AND FITTINGS**

- 24) Not to alter the appearance or decoration or structure of the Property or its fixtures or fittings either internally or externally without first obtaining the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld.
- 25) To take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the Property.
- 26) To notify the Landlord or his Agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the Property which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the Property itself. The Tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
- 27) Not to keep at, or bring to the Property, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Property or the health of its occupants or of the neighbours.
- 28) To take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November and February, to prevent damage by frost or freezing occurring to the Property, its fixtures or fittings.
- 29) Not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the Property (either externally or internally) without first obtaining the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where granted, the Tenant will meet all costs of installation and subsequent removal and the reasonable costs of making good of any resultant damage or redecoration if so required by the Landlord. The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 30) Not to do anything at the Property (including the playing of excessively loud music) which is a nuisance or annoyance or causes damage to the Property or adjacent or adjoining Property or neighbours or might reasonably be considered to be anti-social behaviour.
- 31) Not to remove from the Property any of the Landlord's fixtures or fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior written consent of the Landlord or his Agent. Where such consent is granted, to ensure that any such items are stored



safely without damage or deterioration and at the end of the Tenancy are returned, within reason, to the same places from which they were removed. [digsproperty.co.uk](http://digsproperty.co.uk)

- 32) Not to fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and to make good at the end of the Tenancy, or be liable for the fair costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal.
- 33) Not to store or keep on the Property or any communal car park any boat, caravan or commercial vehicle without the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 34) Not to repair cars, motorcycles, vans or other commercial vehicles at the Property apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.
- 35) To take reasonable and prudent steps to adequately heat and ventilate the Property in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Property, its fixtures and fittings.
- 36) Where the Tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the Property set out under this Agreement, the Tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks, or within any alternative timescale agreed with the Landlord or his Agent, or earlier if urgency requires it, of being asked in writing to do so by the Landlord or his Agent. After that time, the Landlord or his Agent may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

#### **USE OF THE PROPERTY, FIXTURES AND FITTINGS IN A TENANT-LIKE MANNER**

- 37) To take reasonable and proper care in the use of the Property, its fixtures and fittings and not to deliberately damage or alter the Property, its décor, fixtures and fittings either internally or externally.
- 38) At least once every nine months of the Tenancy to have any working chimneys made use of by the Tenant swept by an appropriate person and retain a suitable record, receipt or invoice to demonstrate compliance with this Clause.
- 39) To clean or have cleaned both internally and externally all reasonably accessible windows of the Property as necessary during the Tenancy, and within one month prior to the end of the Tenancy.
- 40) Where the Tenant, his invited guests or visitors are responsible by any action for any cracked or broken windows or door glass on the Property, to promptly repair or replace such glass to the required specification and be liable for the costs involved.



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- 41) To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adapters or extension cables when connecting appliances to the mains electric system.
- 42) To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses etc. as and when necessary during the Tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the Tenancy.
- 43) To test at least once a month any battery operated smoke alarms and carbon monoxide alarms fitted in the Property and replace any battery in an alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord or his Agent.
- 44) To keep the drains gutters and pipes of the Property clear and to be responsible for unblocking or clearing stoppages in any sink, basin, toilet or waste pipe which serves such fixtures if they become blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant (or his invited visitors or guests) in breach of obligations under this Agreement.
- 45) Not to fix or suffer to be fixed to the exterior or windows of the Property any notice board notice sign advertisement or poster
- 46) Not without the prior written consent of the Landlord keep or suffer to be kept in or on the Property any cat dog or other pet
- 47) Not to smoke, or allow any guest to smoke, any substance whether legal or illegal inside the property. Any evidence found of this occurrence will result in the tenant covering the cost of any cleaning or fumigation to rid this evidence.

## GARDEN


- 47) Not to dig up, or cut down, any trees, shrubs or bushes or timber, except with the Landlord's prior written consent.
- 48) To cut the grass (if any) of the Property with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated as at the commencement of the Tenancy.

## INSURANCE

*(For the avoidance of doubt, the Tenant's belongings, furnishings or equipment within the Property are his responsibility and are not covered by any insurance policy maintained by the Landlord).*

- 49) In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Landlord's Property or its contents, to promptly inform the authorities as appropriate and the

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Landlord or his Agent as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord or his Agent to assess whether to make a claim on any relevant insurance policy.

- 50) Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to devastation, harm or ruin of the Property or its contents.
- 51) To reimburse the Landlord for any excess sum, up to a maximum of £100, payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors or guests in breach of this Agreement.

### **LOCKS AND SECURITY**

- 52) Before leaving the Property empty or unoccupied for any continuous period in excess of 14 days, to notify the Landlord or his Agent in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the Property and its contents whilst being left empty or unoccupied.
- 53) Not to change any burglar alarm codes (if any) without the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where such consent is given, to promptly provide the Landlord or his Agent with the relevant new code.
- 54) Not to change, alter, add to or otherwise damage any locks or bolts on the Property (except in the case of an emergency) without the prior written consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where any new or additional locks or bolts are fitted to the Property, to promptly provide the Landlord or his Agent with an appropriate set of keys.
- 55) If any lock or bolt is installed or changed on or in the Property without the prior written consent of the Landlord or his Agent to remove them if so required by the Landlord or his Agent and be responsible for the fair costs of making good any resultant damage to the Property or spoilage of decoration.
- 56) To take adequate precautions to keep the Property, including its external doors and windows, locked and secured, and any burglar alarm set, when the Property is empty.
- 57) During the Tenancy, to take such reasonable precautions expected of a householder to keep the Property free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the Tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.

### **ACCESS AND INSPECTION**

*(Co-operating with the Landlord or his Agent)*





- 58) During the last two months of the Tenancy, upon a minimum of 24 hours prior written notification, to permit the Property to be viewed during working hours and or at other reasonable times including at weekends by prospective Tenants or purchasers who are authorised to do so by the Landlord or his appointed Agent. Except where mutually agreed otherwise with the Tenant, the Landlord or his authorised Agent or representative will accompany these viewing appointments.
- 59) During the last two months of the Tenancy to permit, at the discretion of the Landlord or his Agent, a For Sale or To Let board to be displayed on the Property.
- 60) In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisors, access to the Landlord's Property in order to carry out any work required to the Property or their neighbouring property under the Party Walls etc. Act 1996.
- 61) To permit the Landlord or his Agent or authorised workman, from time to time upon a minimum of 24 hours prior written notification (except in the case of emergency), to enter the Property during working hours and or at other reasonable times including at weekends, to inspect the Property, its fixtures and fittings, and to do work which might be required from time to time in order to fulfil obligations under this Agreement or relevant legislation.

#### **AT THE END OF THE TENANCY**

- 62) To clean to (or pay for the cleaning to) a good standard, the Property, its fixtures and fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which have become soiled, stained or marked during the Tenancy. To provide, upon request, receipts to the Landlord or his Agent to demonstrate compliance with this Clause.
- 63) To remove all the Tenant's refuse and rubbish from within the Property and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the Tenant.
- 64) Deliver up the Property to the Landlord at the end of the Tenancy in the same good and clean state of repair condition and decoration as they were in at the commencement of the term, fair wear and tear and damage by accidental fire excepted.
- 65) To return all keys to the Property (including any new or additional or duplicate keys cut during the Tenancy) to the Landlord or his Agent promptly on the last day of the Tenancy. Where all keys are not returned by 1pm on the day of vacation pay rent for each additional day until and including the day all keys are returned to the Landlord or his Agent.
- 66) Having replaced the Landlord's items in the same areas of the Property (as far as is practicable) as at the commencement of the Tenancy, to co-operate in the checking of any Inventory and or Schedule of Condition by meeting the Landlord or his Agent or Inventory Clerk at the Property on the day of vacation, and to pay, or be liable to pay, for any previously agreed costs involved in the checking of any Inventory and or Schedule of Condition.



- 67) To remove all the Tenant's belongings, property, personal effects, foodstuffs, furnishings, and equipment from the Property on or before the last day of the Tenancy.
- 68) Any of the Tenant's belongings, property, personal effects, foodstuffs, furnishings or equipment left behind at the Property will be considered abandoned if, after the end of the Tenancy and after the expiry of 14 days written notice sent, addressed to the Tenant, to the single address required to be provided by the Tenant under Clause 1.70 of this Agreement or, in the absence of such an address, to the address of the Property subject to this Tenancy given at Clause 1.6, the Tenant has not removed or retrieved them. After this time the Landlord, or his Agent, may remove, store or dispose of any such items as he sees fit. The Tenant will remain liable for the fair costs of arranging such removal storage or disposal and such costs may be deducted from the sale proceeds (if any) or deposit and any surplus costs after such deduction will remain the liability of the Tenant.
- 69) Where such items belonging to the Tenant described in Clause 2.63, 2.67, and 2.68 above are of a bulky or unwieldy nature, (either individually or as a collection) which may inhibit, or unreasonably inconvenience the Landlord or other person's immediate ability to comfortably occupy or make use of, or re-let, or sell the Property, or any part of the Property, the Landlord reserves the right to charge the Tenant damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed, either by the Tenant, or in line with Clause 2.68.
- 70) To promptly provide as soon as is practicable just before or immediately at the end of the Tenancy a forwarding or correspondence address to the Landlord or his Agent for ease of administration and communication between the parties, including the processes involved in the return of the deposit.
- 71) To arrange within 7 days of the end of the Tenancy, postal redirection by the Post Office of the Tenant's post failing which any post received at the Property will be destroyed by the Landlord or his Agent.

### **3. LANDLORD'S OBLIGATIONS**

The Landlord agrees to the following:

- 1) To keep the Property and the Landlord's contents (if any) insured for such sums and on such terms as the Landlord feels appropriate against fire and other risks normally covered by a comprehensive household policy and any other such risks as the Landlord considers necessary from time to time.
- 2) Not to interrupt or interfere with the Tenant's lawful occupation, enjoyment or use of the Property other than in an emergency or in the normal and lawful process of exercising or implementing the Landlord's rights and obligations under this Agreement and having provided at least a minimum of 24 hours prior written notification.
- 3) To comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the Property, to keep in repair and proper working order the installations in the Property for supply of water, gas and electricity and for sanitation (including basins, sinks,



baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity), and to keep in repair and proper working order the installations in the Property for space heating and heating water. In determining the standard of repair required by the Landlord under this Clause, regard shall be had to the age, character and prospective life of the Property and the locality in which it is situated.

- 4) Where the Landlord supplies a working burglar alarm with the Property at commencement of the Tenancy, to keep it in working order and repair, but only where such a repair is not caused by negligence or misuse by the Tenant, his invited guests or visitors.
- 5) To take reasonable steps to ensure that the Landlord's domestic gas and electrical appliances and other similar mechanical appliances in the Property for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the Tenancy, as may be necessary from time to time in order to comply with the Landlords obligations under the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets etc. (Safety) Regulations 1994.
- 6) To provide a valid gas safety certificate to the Tenant.
- 7) Where the Landlord's normal place of abode is not in the United Kingdom he agrees to nominate a representative or appoint an Agent to whom the rent due under this Agreement shall be paid. If the Landlord fails to appoint such a representative or Agent the Landlord agrees that the Tenant will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non-UK resident Landlords.

#### 4. **THE DEPOSIT**

- 1) The deposit referred to in Clause 1.10 will be held as security for and in respect of the performance by the Tenant of all the obligations of the Tenant in this Agreement including those set out in this Section (Section 4), to pay for or be used for, in the following order of priority;
  - a) Any damage, or compensation for damage, to the Property its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at commencement of the Tenancy.
  - b) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any meaningful breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Property, its fixtures and fittings.
  - c) Any sum which is or becomes repayable by the Landlord or his Agent to the local authority with regard to Housing Benefit which has previously been paid directly to the Landlord or his Agent relating to the Tenant named in this Agreement.
  - d) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.



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- e) Any rent or other money lawfully due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

## **DEALING WITH THE DEPOSIT AFTER THE END OF THE TENANCY**

- 2) The deposit (or appropriate balance) will be returned as soon as is reasonably practicable once vacant possession has been obtained following the final day of the Tenancy, after the deduction of any sums or money (if any) in accordance with Section 4 of this Agreement which are due to the Landlord arising from the Tenant's breach of or failure to comply with the Tenant's obligations under this Agreement.
- 3) The deposit (or appropriate balance) will be returned to the Tenant by the DPS directly into the Tenants bank account. Where the Tenant comprises more than one person, the deposit (or appropriate balance) may be returned to any one of them individually for and on behalf of all Tenants.
- 4) The Tenant will be notified in writing of any deductions and correspondence will be sent, addressed to the Tenant, by email or to the single address required to be provided by the Tenant under Clause 2.70 of this Agreement or, in the absence of such an address, to the address of the Property subject to this Tenancy given at Clause 1.5.
- 5) Where a dispute or difference relating to the treatment, application or repayment of the deposit remains unresolved for more than 28 days after the end of the Tenancy, the dispute may then be referred to the Alternative Dispute Resolution, to provide an adjudication on the dispute. Both parties need to agree this service and confirm this in writing.
- 6) If monies lawfully due to the Landlord under this Agreement are more than the deposit held the Tenant will be liable to pay any excess to the Landlord within 14 days of written demand.


## **5. FORFEITURE - RIGHT OF RE-ENTRY**

If at any time the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if there shall be a serious breach of any of the obligations on the part of the Tenant the Landlord may re-enter the Property or any part thereof in the name of the whole and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other rights and remedies of the Landlord. In order to exercise his legal rights under this Clause, the Landlord will first need to obtain a Court Order.

## **6. DATA PROTECTION & CONFIDENTIALITY**

Letting Agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant, including past, present and future known addresses of the parties. They may do so with other Letting Agents and with credit and reference providers for referencing purposes and rental decisions, with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting

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purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998, you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect. [digsproperty.co.uk](http://digsproperty.co.uk)

## 7. GENERAL

- 1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home, or intends to occupy the Property as his or her only or main home.
- 2) On signing, the tenants accept that the dwelling-house is subject to a mortgage granted before the beginning of the tenancy and –
  - (a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
  - (b) the mortgagee requires possession of the dwelling-house for the purposes of disposing of it with vacant possession in exercise of that power; and
  - (c) either notice was given as mentioned in Ground 1 or the court is satisfied that it is just and equitable to dispense with the requirement of notice;and for the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.
- 3) "The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the Tenancy.
- 4) "The Tenant" includes the successors in title. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually.
- 5) "Contents" means the fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory.
- 6) "Property" in these Conditions includes the Landlord's fixtures and fittings therein.
- 7) If the Property comprises part only of a building the letting shall include the use (in common with others) of access ways to and from the Property inside the building.
- 8) References to masculine gender include the feminine, to the singular include the plural, and to "month" mean calendar month.
- 9) Any appliance or equipment, which has been left at the Property, is for the benefit of the Tenant but will not be repaired or replaced at the Landlord's expense.
- 10) The rent will be reviewed annually and may periodically increase by the rate of inflation.
- 11) The Landlord's repairing obligations referred to in Section 3 of this Agreement shall not be construed as requiring the Landlord to:



- a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the Property, in a Tenant-like manner
- b) to rebuild or reinstate the Property in the case of destruction or damage by fire or by tempest, flood or other inevitable accident, or
- c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 12) The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.
- 13) This Agreement is subject to all laws and statutes affecting Assured Shorthold Tenancies in England. If a Court decides that some part of the Agreement is invalid or unenforceable, the rest of the Agreement will still be valid and binding on all parties.
- 14) In accordance with Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962, if the Landlord or his Agent delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this Agreement or any Act of Parliament, to the Property (or the last known address of the Tenant if different) by hand or sends it by recorded or registered delivery or by first class post, addressed to the Tenant then the Tenant will be treated as though they have received it.
- 15) The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given under the provisions of this Agreement
- 16) The Landlord's address for service of notices by the Tenant as prescribed under Section 48 of the Landlord and Tenant Act 1987 is as given on Page 2 of this Agreement.



8. **SPECIAL CONDITIONS (if any). Please note that for any conditions herein which conflict with the aforementioned terms within this agreement, the following shall apply:**

- 1) The tenants agree to notify the landlord and/or his appointed agency(ies) of their intention to renew the contract for another period following that of this agreement by the 1st November 2017. Should they decide not to exercise this renewal, with a minimum of 24 hours notice, they agree to allow viewings to be conducted with the landlord and/or his appointed agency(ies) for future tenancy periods. This will particularly be between the months of November and February but may include other months.
- 2) In addition to any fees noted in this agreement, the following administration fees are payable should the particular situation occur:
  - a. **Tenancy Renewal** Fee: £60.00 per person
  - b. **Call-out** fee (Where not maintenance request e.g.: Loss of Key) £60 + cost of purchases.
  - c. **Replacement Key** (where no call-out): £30.00
  - d. **Check-out** Fees at the end of the tenancy: will be requested in advance of the checkout or agreement to deduct from deposit repayment:
    - i. 1-2 Bedroom property: £180
    - ii. £30 for every additional bedroom at the property
    - iii. Additional charges will be applied for properties returned in a bad/un-clean condition.
    - iv. A £42 charge will be added where the tenant/property is not ready for the checkout booking.
  - e. **Early Termination** fee: £420 plus any reasonable costs incurred by the landlord in finding/changing the tenancy for replacement tenants. Early termination is discretionary on the landlord and although we will try to oblige unforeseen circumstances, this is not a tenant right under this agreement.
  - f. **Late Payment** fee (for rent or any other charge due): £30 for every 5 working days overdue. *Please note: this is payable in addition to interest in line with this agreement.*
  - g. **Organising Work**: for any work required due to miss-use of the property, to rectify any dilapidations or at the request of tenants, an additional 15% fee will be added to the invoice total.

All fees are payable to Digs Property Management to cover administration and will become due on the date of an issued invoice where late payment fees will become payable on any overdue balances. All fees include VAT where applicable.

**--Continued Overleaf--**

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9. **SIGNATURES OF THE PARTIES**

**SIGNED by Landlord/s: (or the Landlord's Agent)**

Name: **Miss Jenny Fenton (Agent)** for and on behalf of <FULL LANDLORD NAME>

Signature:

**SIGNED by the Tenant/s:**

Name: <Tenants 1's Name>

Signature:

Name: <Tenants 2's Name>

Signature:

Name: <Tenants 3's Name>

Signature:

Name: <Tenants 4's Name>

Signature:

Name: <Tenants 5's Name>

Signature:

Name: <Tenants 6's Name>

Signature:

Name: <Tenants 7's Name>

Signature:

Name: <Tenants 8's Name>

Signature:

<Where there are less than 8 tenants, is there a way to delete the extra lines?>

-END-







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# Deposit Prescribed Information

\* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007

The Deposit Protection Service – Custodial scheme

To: <TENANT NAME(S)>

**1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:**

The Deposit Protection Service (The DPS) The Pavilions Bridgwater Road Bristol BS99 6AA Telephone No. 0844 4727 000

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com)

**2. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme:**

See attached Terms and Conditions.

**3. Information on the procedures applying for the release of the deposit at the end of the tenancy:**

See attached Terms and Conditions.

**4. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy:**

See attached Terms and Conditions.

**5. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit:**

See attached Terms and Conditions.

**6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation:**

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute. See attached Terms and Conditions for further information

**7. Tenancy specific information:**

01865 910 130 [info@digsproperty.co.uk](mailto:info@digsproperty.co.uk)



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(a) Amount of deposit paid. <£BOND AMOUNT>

(b) Address of property to which the tenancy relates:

<PROPERTY ADDRESS>

(c) Name, address and details of landlord(s)

<LANDLORD NAME>

C/O Digs Property, Sandford Gate, East Point Business Park, Oxford, OX4 6LB.

**Tel:** 01865 910130

**Email:** [lettings@digsproperty.com](mailto:lettings@digsproperty.com)

(d) Name, address and contact details of the Tenant(s) (in the case of joint tenants insert this information for all tenants):

Name: <Tenant 1 Name>

Address: <Tenant 1 Address>

Tel: <Tenant 1 Mobile>

Email: <Tenant 1 email>

Name: <Tenant 2 Name>

Address: <Tenant 2 Address>

Tel: <Tenant 2 Mobile>

Email: <Tenant 2 email>

Note: please see clause 1.15) of the tenancy agreement regarding the tenant's or lead tenant's responsibility to register their contact address with The DPS and to ensure that their address is updated at the end of the tenancy.

(e) Name of Third Party making the payment: N/A

(f) Circumstances when all or any part of the deposit may be retained by the Landlord:

Refer to Clause(s) [4.1.a-e] of Tenancy Agreement.

I/We (being the Landlord and tenant(s)) certify that –

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

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(ii) I/We have given the Tenant(s) 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 [digsproperty.co.uk](http://digsproperty.co.uk)

**SIGNED by Landlord/s: (or the Landlord's Agent)**

Name: **Miss Jenny Fenton (Agent)** for and on behalf of <Landlord(s) Name>

Signature:

**SIGNED by the Tenant/s:**

Name: <Tenants 1's Name>

Signature:

Name: <Tenants 2's Name>

Signature:

- END -

SAMPLE