

Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (a Relevant Person) within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

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

The Dispute Service Limited

1 The Progression Centre
42 Mark Road
Hemel Hempstead
HP2 7DW

Phone 0300 037 1000
Email deposits@tenancydepositscheme.com
Web www.tenancydepositscheme.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.tenancydepositscheme.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.tenancydepositscheme.com.

(i) THE DEPOSIT

The amount of the deposit paid is

£

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

Initials: _____ (Landlord) _____ (Tenant)

(iii) DETAILS OF THE LANDLORD(S)¹

Name(s)

Address

E mail address

Telephone number

Fax number

(iv) DETAILS OF THE TENANT(S)

Name

Address

E mail address

Mobile number

Fax number

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

Name

Address

E mail address

Mobile number

Fax number

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

Initials: _____ (Landlord)

_____ (Tenant)

Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)

Tick one of the following:

- The information below relates to a Tenant
- The information below relates to a Relevant Person

First line of address of the property to which the tenancy relates

(iv) CONTACT DETAILS

Name

Address

E mail address

Mobile number

Fax number

Details of the Tenant(s) contact details to be used at the end of the tenancy
*(This section only needs to be completed for a tenant, **not** a relevant person)*

Name

Address

E mail address

Tick if the same as shown above

Mobile number

Tick if the same as shown above

Fax number

Tick if the same as shown above

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

Initials: _____ (Landlord)

_____ (Tenant)

4. The Rent.

The Tenant shall pay to the Landlord or the Agent **£ per week** ("the Rent") payable in advance exclusive of council tax, utilities and water charges. The first payment of **£** shall be made on signing of this agreement. Thereafter, payments shall be made on the **x** day of each month.

OR

The Tenant shall pay to the Landlord or the Agent **£** per month, ("the Rent") payable in advance **in one instalment being £(insert total amount for the period) for the period from and including x date to and including y date ("the End Date") "the period"** exclusive of council tax, utilities and water charges. The first payment shall be made on signing of this agreement.

5. The Deposit.

5.1. The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement, **£** as a Deposit which shall be held by the Agent as Stakeholder with no interest being payable to the Tenant.. The Agent is a Member of the Tenancy Deposit Scheme. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant or the Relevant Person subject to the possible deductions set out in this Agreement;

6. Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition.

7. Type of Tenancy.

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

Initials: _____ (**Landlord**)

_____ (**Tenant**)

10. Animals and Pets

- 10.1. Not to keep any animals or birds (whether domestic or otherwise) in or on the Property without the prior written consent of the Landlord or the Agent which will not be unreasonably withheld but may be withdrawn upon giving reasonable notice.

11. Leaving the Property Empty

- 11.1. To notify the Landlord or the Agent before leaving the Property vacant for any continuous period of four weeks or more during the Tenancy;
- 11.2. To comply with any conditions set out in the Landlord's insurance policy for empty Property, including ensuring adequate heat provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.

12. Locks and Alarms

- 12.1. To fasten all locks and bolts on the doors and windows when the Property is empty and at night and set the burglar alarm (if applicable) when the Property is vacant;
- 12.2. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm;
- 12.3. Not to install, change locks or have additional keys cut for the Property without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld, except in an emergency.

13. Garden

- 13.1. To keep the garden, window boxes and patios if any weeded, in good order and in the same condition and style as at the commencement of the Tenancy;
- 13.2. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, without the written consent of the Landlord or the Agent which will not be unreasonably withheld;
- 13.3. To allow any person authorised by the Landlord or the Agent if applicable access to the Property for the purpose of attending to the garden.

14. House Plants

- 14.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Property, if the houseplant dies.

15. Car Parking Space

- 15.1. To allow private vehicle(s) only to be parked at the Property in the space, garage or driveway if applicable allocated to the Property.
- 15.2. To ensure that any garage, driveway, or parking space is kept free of oil and other fluids and to pay for the removal and cleaning of any spillage caused by a vehicle belonging to the Tenant, his family, contractors or visitors;
- 15.3. To arrange for all vehicles belonging to the Tenant, his family, or any visitors to be removed from the Property at the end of the Tenancy;
- 15.4. To ensure that no vehicles that are not in a road worthy condition are parked at the Property and that all vehicles are fully taxed.

16. Refuse

- 16.1. To remove or pay for the removal of all rubbish and refuse from the Property by placing in a plastic bin liner and putting it in the receptacle made available, during the Tenancy.

17. Notices

- 17.1. To forward any notice order or proposal affecting the Property or its boundaries and any other correspondence addressed to the Landlord to the Landlord or the Agent promptly.

18. Inventory and Checkout

Initials: _____ (Landlord) _____ (Tenant)

- 21.11. To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy;
- 21.12. To provide a copy of the final account for water including sewerage and environmental charges to the Landlord or the Agent together with proof of payment;
- 21.13. To compensate the Landlord or the Agent in damages to cover all reasonable removal and/or storage charges, when small items are left in the Property after the end of the Tenancy which can be easily moved and have been stored by the Landlord for a maximum of fourteen days. Charges will be incurred, and the items disposed of at the Tenant's expense where the Landlord or the Agent has given the Tenant fourteen days written notice addressed to the Tenant at any forwarding address and the Tenant has failed to collect the items promptly. The Tenant will be liable to compensate the Landlord or the Agent for all storage and disposal costs;
- 21.14. To compensate the Landlord for an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Property is left full of bulky furniture, or other discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Property. The items may be disposed of after giving the Tenant at least fourteen days written notice. The Tenant will be liable for all costs of disposal.

22. Right to Rent

- 22.1. The Tenant or others aged eighteen years or over who resides at the Property must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Property either before or during the Tenancy;
- 22.2. If any person forming the Tenant or occupier changes during the Tenancy written consent must be obtained from the Landlord or the Agent prior to occupation and relevant documentation provided for checking;
- 22.3. To agree that the Tenant and all occupiers will inform the Landlord or the Agent of any correspondence or communication concerning their residency status promptly and provide copies of the documents received.

Initials: _____ (Landlord) _____ (Tenant)

Schedule 2**Conditions to be Kept by the Landlord****1. Quiet Enjoyment**

- 1.1. To allow the Tenant to quietly hold and enjoy the Property during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

2. Ownership and Consents

- 2.1. To confirm that the Landlord is the freehold or leasehold owner of the Property and that all necessary consents have been obtained to enable the Landlord to enter into the Tenancy (whether from a superior landlord, lender, mortgagee, insurer, or others).

3. Statutory Repairing Obligations

- 3.1. To comply with the obligations to repair the Property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in working order:

3.1.1. the structure of the Property and exterior (including drains, gutters and pipes);

3.1.2. certain installations for the supply of water, electricity and gas;

3.1.3. sanitary appliances including basins, sinks, baths and sanitary conveniences;

3.1.4. space heating and water heating;

but not other fixtures fittings and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant;

- 3.2. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated above.

4. Other Repairs

- 4.1. To keep in repair and working order all mechanical and electrical items belonging to the Landlord unless the lack of repair is due to the negligence or misuse of the Tenant.

5. Safety Regulations

- 5.1. To confirm that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993;

- 5.2. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter;

- 5.3. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994;

- 5.4. To ensure that any electrician carrying out electrical work at the Property is a member of an approved scheme;

- 5.5. To provide a smoke alarm on each storey of the Property and a carbon monoxide detector in any room with a solid fuel appliance; to have smoke alarms and carbon monoxide detectors tested at the start of the Tenancy; and to hold written records that the tests have been carried out.

- 5.6. To confirm that a certificate in compliance with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 will be given to the Tenant prior to the start of any new Tenancy, or any renewal of a fixed term; or a Tenancy that becomes periodic after June 1 2020; and in any event for all tenancies regardless of the commencement date from April 1 2021.

6. Head Lease

- 6.1. To comply with all the obligations including payment of all charges imposed upon the Landlord by a superior landlord if applicable;

Initials: _____ (**Landlord**) _____ (**Tenant**)

- 6.2. To take all reasonable steps to ensure that the superior landlord complies with the obligations of the head lease;
- 6.3. To provide a copy of the relevant sections of the head lease to the Tenant at the start of the Tenancy.

7. Income Tax and Other Taxes

- 7.1. To pay, cover and compensate the Tenant for all tax assessments and outgoings including ground rent and service charges if applicable for the Property apart from those specified as the obligations of the Tenant in the Agreement;
- 7.2. To appoint a Rent collection agent in the UK if the normal place of abode of the Landlord is not the UK for more than six months in the tax year; or in the absence of such an appointment the Tenant will deduct basic rate tax from all Rent prior to forwarding it to the Landlord; to comply with the obligations under the Finance Act 1995.

8. Possessions and Refuse

- 8.1. To remove or pay for the removal of all the possessions of the Landlord or any previous tenant or occupier and any rubbish prior to the start of the Tenancy.

ASTON CHASSE

Initials: _____ (Landlord)

_____ (Tenant)

Schedule 3

General Conditions

It is agreed between the Landlord and Tenant as follows:

1. Ending the Tenancy and Re-entry

1.1. If at any time:

1.1.1. the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or

1.1.2. if any agreement or obligation of the Tenant is not complied with; or

1.1.3. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) are made out (see Definitions);

the Landlord may re-enter upon the Property provided he has complied with his statutory obligations; and the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have regarding the Tenant's obligations under this Agreement.

2. Early Termination

2.1. If the Tenant vacates the Property during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Property is re-let with the Landlord's written consent whichever is earlier.

3. Interruptions to the Tenancy

3.1. If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Property is reinstated and made habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.

3.2. If the Property is not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

4. Data Protection 2018

4.1. The personal information of both the Landlord and the Tenant will be retained by the Agent in accordance with the terms of the Agent's privacy policy ("the Policy") which both parties will have been served with and is also available to view on the Agent's website <https://www.astonchase.com/privacy-policy>. In addition to the information provided to the Agent about the Tenant in accordance with the Policy, the Tenant agrees that this information can be forwarded to the Landlord. Such information may have been provided before, during or after the Tenancy. The Landlord thereafter may share details about the following:

4.1.1. Details of performance of obligations under this Agreement by the Landlord and the Tenant;

4.1.2. Known addresses or details of the Tenant and any other occupiers,

4.1.3. Any other relevant information required by the parties listed below.

4.2. This personal information above can be shared with:

4.2.1. Utility and water companies;

4.2.2. The local authority;

4.2.3. Authorised contractors;

4.2.4. Credit and reference providers;

4.2.5. Mortgage lenders;

4.2.6. Legal advisers;

4.2.7. Any other interested third party.

Initials: _____ (**Landlord**) _____ (**Tenant**)

1.9. If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. If agreement cannot be reached any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication up until ninety days after the end of the Tenancy.

1.10. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 1.8 and 1.9 above.

ASTON CHAISE

Initials: _____ (Landlord)

_____ (Tenant)

Schedule 6

Relevant Sections of the Head Lease

ASTON CHAISE

Initials: _____ **(Landlord)**

_____ **(Tenant)**

Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

SIGNED

By, or for and on behalf of, the
LANDLORD

SIGNED

SIGNED

SIGNED

ASTON CHASSE

Initials: _____ **(Landlord)**

_____ **(Tenant)**