

Assured Shorthold Tenancy Agreement

This is a tenancy agreement creating an assured shorthold tenancy of a house, maisonette or flat where the landlord is the freeholder and providing for a rent deposit, prohibiting a transfer of the tenancy.

IMPORTANT: This tenancy agreement creates legal and binding relations between the parties enforceable at law. Before signing the document you should read it most carefully to ensure that you understand the terms and the wording. You may wish to amend or reject some of the terms. It is suggested that you should seek independent legal advice from a solicitor, a housing advice centre, the CAB or other legal adviser before you sign the agreement.

LANDLORD

Zahid Rafiq & Co Ltd

Of

14 Oxford Road, Altrincham, Cheshire, WA14 2EB

and

TENANT

Mr Tom Saxon

TENANCY AGREEMENT

Relating to the property known as

27A, Corringham Road, Levenshulme, Manchester. M19 2RG

Creating an assured shorthold tenancy as defined in part I of the housing act 1988

(as amended by the housing act 1996 and 2004)

THIS AGREEMENT TO LET is made on the 18 day of January 2019

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BETWEEN:

Zahid Rafiq & Co Ltd Of 14 Oxford Road, Altrincham, Cheshire, WA14 2EB ('the Landlord')

And

Mr Tom Saxon ('the Tenant')

IT IS AGREED as follows:-

1. The Landlord lets to the Tenant the residential premises known as 27A, Corringham Road, Levenshulme, Manchester.M19 2RG. One bed room flat and shared use of the common parts as applicable. ("the Premises").
2. The tenancy shall be from and including the 11/01/2019 ("the Commencement Date") to and including 10/07/2019 ("the Expiration Date"), "the Term." At the end of the fixed term one month notice is required to terminate this agreement and which must be from a rent due date.
3. The Tenant shall pay to the Landlord's, the first months' rent amounting to £450.00 and make all subsequent payments of £450.00 per calendar month by Cash/ into the Landlord bank account given below, exclusive of Council Tax, Gas, Electricity and Water Charges, payable in advance on the 1st of each month during the Term.
4. This Agreement is intended to create an Assured Short hold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act. The Tenant shall occupy the Premises as their only or principal home.
5. Where the tenancy shall include the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises this includes all matters specified in an Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition").
6. **Deposit**
 - 6.1 The sum of £650.00 shall be paid by the Tenant to the Landlord's upon the signing of this Agreement by way of security deposit ("the Deposit")
 - 6.2 The deposit is held by the Landlord and any interest earned on the holding of the Deposit will belong to the Landlord
 - 6.3 The Deposit has been taken for the following purposes:-
 - 6.4.1 Any damage, or compensation for damage, to the Premises, its fixtures and fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, 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.
 - 6.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings.

- 6.4.3 Any rent or other money due or payable by the Tenant under the tenancy of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

6.4 Protection of the Deposit

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:
Tenancy Deposit Scheme (TDS)
PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Telephone 0845 226 7837

Fax 01442 253193

E-mail deposits@tds.gb.com

Web www.tds.gb.com

6.5 At the end of the tenancy

- 6.5.1 The Agent/Member must tell the Tenant within a reasonable time frame at the end of the tenancy if they propose to make any deductions from the Deposit
- 6.5.2 If there is no dispute the Agent/Member will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made as soon as practicably possible when the Landlord and the Tenant have agreed the allocation of the Deposit.
- 6.5.3 The Tenant should try to inform the Agent/Member in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 31 working days after the termination or earlier ending of the tenancy and the Tenant vacating the Premises. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 6.5.4 If, after a reasonable timeframe, notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 6.6.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 6.5.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 6.5.1 – 6.5.4 above.
- 6.6 If there is a change of Landlord during the tenancy, the Landlord shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by the TDS.
- 6.7 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".
- 6.8 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.**

6.9 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner termination of the tenancy created by this Agreement shall be deemed to have been abandoned. Provided the Landlord has given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as he thinks appropriate.

6.10.1 In the case of circumstances as set out in Clause 6.9 the Landlord's reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the Deposit.

6.10.2 Further, the Tenant shall pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

7 THE TENANT AGREES WITH THE LANDLORD as follows:-

7.1 Rent

7.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not.
The monthly rent shall be paid by the Tenant by Standing Order every Calendar month to

Bank:	Natwest
Code:	01-01-35
Account Number:	20665032
AC Name:	Zahid Rafiq & Co Ltd
Ref:	27A. Tom

7.1.2 The Tenant will notify the Landlord if they become a recipient of Housing Benefit (or its successor in kind). To be liable at any time to reimburse the Landlord or his any sums which the Landlord is required to repay to the Housing Benefit Authority which has been paid direct to the Landlord on behalf of the Tenants 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.

7.2 Conditions of Premises, Repair and Cleaning

7.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

7.2.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.

- 7.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear and accidental damage by fire).
- 7.2.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 7.2.5 To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.
- 7.2.6 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 7.2.7 To notify the Landlord promptly, and in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- 7.2.8 Upon the Landlord giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
- 7.2.9 To keep the windows of the Premises clean.
- 7.2.10 To wash and clean all items that may have become soiled during the Term.
- 7.2.11 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within 1 month prior to the termination of the tenancy.
- 7.2.12 To take reasonable and prudent steps to adequately heat and ventilate the Premises 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 Premises, its Fixtures and Fittings.
- 7.2.13 If the Tenant brings into the Premises any gas appliance(s) he must ensure that they are safe to use and are properly connected to the appropriate pipe work in the Premises by a suitably qualified engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either occupants or the Premises.
- 7.2.14 During the tenancy, to take such reasonable precautions to keep the Premises free of infestation by vermin, rodents or animal fleas. Where such infestations occurs as a result of action or inaction on behalf of the Tenants, to be responsible for the full costs of fumigating and cleaning any affected parts and for rectifying and or removing the causes of such an infestation.
- 7.2.15 Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.
- 7.2.16 Not to wear outdoor footwear within the property that may cause damage to the flooring.
- 7.2.17 Where there are granite or marble surfaces; to wipe up any liquid that might come into contact with these surfaces straight away so as not to cause staining.

- 7.2.18 The Tenants are responsible for the property as per the original inventory - a copy of which has been provided.

7.3 Access and Inspection

- 7.3.1 To permit the Landlord, or any superior Landlord, or contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.
- 7.3.2 To permit the Premises to be viewed during the last 2 months of the tenancy at all reasonable times during normal working hours upon a verbal appointment being made at not less than 24 hours notice made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises and who is authorised by the Landlord to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.
- 7.3.3 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 subject to the tenant's knowledge and consent, or their authorised workman or their professional advisors, access to the Landlord's Premises in order to carry out any work required to the Premises or their neighbouring property under the party Walls etc Act 1996.

7.4 Insurance

- 7.4.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 7.4.2 The Tenant will promptly notify the Landlord of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.
- 7.4.3 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.
- 7.4.4 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.

7.5 Assignment

- 7.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.6 Illegal, Immoral Use

- 7.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 7.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

7.7 Inflammable Substances and Equipment

- 7.7.1 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

7.8 Nuisance and Noise

- 7.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

7.9 Utilities

- 7.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 7.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the tenancy will be apportioned.
- 7.9.3 To notify each supplier of gas, electricity, water and telephone immediately that the tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.
- 7.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operated by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord immediately and ensure that the account is returned to the original supplier at the termination of the tenancy. The Tenant will be responsible and liable for any reasonable transfer and reconnection costs.
- 7.9.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall pay, or be liable to pay, to the Landlord the costs associated with reconnecting or resuming those services.
- 7.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

7.10 Animals and Pets

- 7.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. The Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the tenancy should any

animal or bird kept at the Premises be of a type that may have had fleas or similar parasites and to provide a receipted invoice to the Landlord as written proof that he has complied with this clause.

7.11 Usage

- 7.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

7.12 Locks

- 7.12.1 Not to install or change any locks in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
- 7.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.
- 7.12.3 If any lock is installed or changed in the Premises without the written consent of the Landlord, then to remove that lock if required by the Landlord and to make good any resulting damage.

7.13 Fixtures and Fittings

- 7.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the prior written consent of the Landlord, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
- 7.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord such consent not to be unreasonably withheld.

7.14 Alterations and Redecoration

- 7.14.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the prior written consent of the Landlord or such consent not to be unreasonably withheld. Where consent is granted, the tenant will meet all costs of installation and subsequent removal and the reasonable cost of making good of any resultant damage or deterioration or redecoration as required.
- 7.14.2 Not to permit any waste, spoil or destruction to the Premises.

7.15 Empty Premises

- 7.15.1 Before leaving the Premises vacant for any continuous period of 14 days or more during the Term, to provide the Landlord with reasonable notice and to take reasonable precautions to prevent freezing.
- 7.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the

prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.16 Drains

- 7.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 7.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 7.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

7.17 Affixation of Items

- 7.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
- 7.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, blu-tac, picture hooks or sticky tape without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

7.18 Washing

- 7.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

7.19 Costs and Charges

- 7.19.1 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- 7.19.2 To pay, unless a court orders otherwise, the Landlord's reasonable legal costs and expenses (including VAT) properly incurred in enforcing this Agreement.
- 7.19.3 To pay the cost of any Bank or other reasonable charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers or if any standing order payment is made after the tenancy has expired and the payment is refunded to the tenant.

7.20 Refuse

- 7.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

7.21 Smoking

- 7.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

7.22 Garden

- 7.22.1 To keep the garden, to include shrubs and hedges, in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.
- 7.22.2 Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the Landlord prior written consent, such consent not to be unreasonably withheld.

7.23 Inventory and Check-Out

- 7.23.1 To pay the reasonable cost of a Check-in and Check-out as stated in the tenants scale of charges relating to the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises and the condition of them at the expiry or sooner termination of the tenancy.
- 7.23.2 If the Tenant or any Agent appointed by him shall not keep a mutual appointment made by the Landlord or the Landlord's Agent, to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.
- 7.23.3 The Tenant should check the Inventory within 48 hours of receipt and notify the Landlord in writing of any mis-descriptions. If no mis-descriptions are reported within this timescale, then the Tenant accepts the Inventory as accurate. The Landlord should subsequently check the Inventory, as accepted by the Tenant, within 48 hours of receipt.

7.24 Notices

- 7.24.1 To promptly forward to the Landlord any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

7.25 Distance Selling Regulations

- 7.25.1 The Tenant's rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the Tenancy Agreement and paying the rent.

8 THE LANDLORD AGREES WITH THE TENANT as follows:-

8.1 Quiet Enjoyment

- 8.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

8.2 Insurance

- 8.2.1 To insure the Premises and the fixtures and fittings specified in the Check-In inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

8.3 Interest and Consents

- 8.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.
- 8.3.2 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.

8.4 Repair

- 8.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.
- 8.4.2 Where the Landlord supplies a working burglar alarm with the Premises at the commencement of the tenancy, to keep it in working order and repair, unless such a repair is caused by negligence or mis-use by the Tenant, his invited guests or visitors.
- 8.4.3 Where the Premises are 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.

8.5 Safety Regulations

- 8.5.1 That all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.
- 8.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant at the commencement of the tenancy.
- 8.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.
- 8.5.4 Any oil, fossil fuels or wood burning appliances to be serviced on an annual basis.

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9 IT IS MUTUALLY AGREED as follows:-

- 9.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

9.1.1 Rent Review

It is agreed that the rent as defined in this agreement will be reviewed in an upwards only fashion on the anniversary of this tenancy and upon each

9.2 Repair

- 9.2.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

9.2.2 Point of Contact

The point of contact for the Tenant on all tenancy matters including repairs (which must be in writing) is:

Name: M. Rafiq
Address: 14 Oxford Road, Altrincham. WA14 2EB

e-mail: zahidrafiq2000@yahoo.co.uk

9.3 Insurable Risks

- 9.3.1 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

9.4 Reimbursement

- 9.4.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Deposit in accordance with clause 6.4.

9.5 Data Protection & Confidentiality

- 9.5.1 Letting Agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, 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, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 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.

9.6 Definitions

- 9.6.1 References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable)
- 9.6.2 References to "the Fixtures and Fittings" means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
- 9.6.3 References to "the Term" or "the tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 9.6.4 References in this Agreement to "water charges" include references to sewerage and environmental service charges.
- 9.6.5 "the Deposit" means any single amount of money paid by the Tenant or a Third Party to the Landlord under the tenancy Agreement as security against the performance of the Tenant's obligations under the tenancy Agreement, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the tenancy.
- 9.6.6 "the Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit under, and is a member of, the TDS.
- 9.6.7 "Member" means an Agent or Landlord who has joined the TDS
- 9.6.8 Where the Deposit is held as "Stakeholder" no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the TDS.
- 9.6.9 "Relevant Persons" mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant eg. Local authority, parent, or Guarantor.
- 9.6.10 The expression "Landlord" shall include anyone lawfully entitled to the Premises upon the termination of the tenancy.
- 9.6.11 "Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if effected
- 9.6.12 "The Check-In Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord or the Inventory Clerk.
- 9.6.13 "The Tenant" includes anyone to whom the tenancy has been lawfully transferred.
- 9.6.14 "Permitted Occupant", if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
- 9.6.15 Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of **all** rent and **all** liabilities falling upon the Tenants during the tenancy or any extension of it as well as any breach of the Agreement and individually each Tenant is responsible for payment of **all** rent

and **all** liabilities falling upon the Tenants as well as any breach of the Agreement until all debts have been discharged in full.

- 9.6.16 Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that.
- 9.6.17 "The Tenancy Deposit Scheme" or "the TDS" means the Tenancy Deposit Scheme administered by The Dispute Service Limited as detailed in the Prescribed Information pages attached to this Agreement.
- 9.6.18 "ICE" is the "Independent Case Examiner of The Dispute Service Limited".
- 9.6.19 The masculine gender includes the feminine gender.
- 9.6.20 "The Guarantor" if used in the Agreement, includes any person named on the Deed of Guarantee which sets out the obligations, Annex 4 as attached to this Agreement. (If applicable)

9.7 Council Tax

- 9.7.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

9.8 Forfeiture

- 9.8.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

9.9 Notices

- 9.9.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is 14 Oxford road, Altrincham. WA14 2EB.
- 9.9.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.
- 9.9.3 The Landlord HEREBY GIVES NOTICE to the Tenant that possession might be recovered on Ground 1 under the provision of Schedule 2 of the Housing Act 1988 for the following reasons:
- a) At some time before the beginning of the tenancy, the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the Premises as his own or principal home: or
 - b) The Landlord who is seeking possession or in the case of joint Landlords seeking possession, at least one of them requires the Premises as his or her spouses only or principal home and neither the Landlord (or in the case of joint Landlords, any of them) nor any person who, as Landlord, derived title under the Landlord who gave the notice mentioned above acquired the reversion of the tenancy for money or money's worth.

PRESCRIBED INFORMATION

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A.1	Address of the property/premises to which the tenancy relates	27A Corringham Road, Levenshulme. Manchester. M19 2RG
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Details of the Deposit Holder(s)

A.2	Name(s)	The Dispute Service (TDS)
A.3	Actual address	PO Box 1255 Hemel Hempstead Herts HP1 9GN
A.4	E mail address (if applicable)	deposits@tds.gb.com
A.5	Telephone number	0845 226 7837
A.6	Fax number (if applicable)	01442 253 193

Details of Tenant(s)

A.7	Name(s)	Mr Tom Saxon
A.8	Address(es) for contact after the tenancy ends (if known)	21b, Castle road, Rayleigh, Essex, SS67QD
A.9	E mail address (if applicable)	TSX81@hotmail.co.uk
A.10	Mobile phone number (if applicable)	07956716367
A.11	Fax number (if applicable)	

Please provide the details requested in A. 7 – 11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

The Deposit

A.12	The deposit is	£ 650.00
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- A.13 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.
- A.14 A leaflet entitled *What is the tenancy deposit scheme?*, **ANNEX 3** explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being M.Z.Rafiq (Landlord)

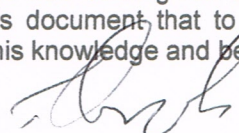
At the end of the tenancy

- A.15 The deposit will be released following the procedures set out in clause 6.6 of the Tenancy Agreement attached
- A.16 Deductions may be made from the Deposit according to clause 6.4 - 6.11 and 7.19 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

- A.17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *what is the tenancy deposit scheme?* This is attached to this document. More detailed information is available on: www.thedisputeservice.co.uk
- A.18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:
- Make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
 - determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do
 - allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account"
- A.19 A formal record of these activities should be made, supported by appropriate documentation.
- A.20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity; subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.
- A.21 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant: 

Signed by the Landlord/Agent:

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

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

Telephone 0845 226 7837 Fax 01442 253193

E-mail deposits@tds.gb.com Web www.tds.gb.com

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

T-S

ANNEX 2

The following are **SPECIAL OR ADDITIONAL CLAUSES** which have been agreed between the parties.

TENANCY RENEWAL

Joint	£50
Single	£25
Periodic	£25

RENT ARREARS charges

1. For weekly & twice a month advance payments arrangement

0 -03 Days	£10
04-07 Days	£20
Over 7 Days	£35

2. For Advance Monthly Payments arrangement

5 - 10 days delay	£15
11 - 14 days delay	£30
Over 14 days	£50

<u>BOUNCED CHEQUE</u>	£30
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MAINTENANCE

Failure to report a maintenance issue which subsequently necessitates contractor charges call out plus cost of works	£60
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REPLACEMENT DOCUMENTS

Copy of AST	£20
Copy of Inventory	£20
Replacement Standing Order form	£15

<u>SUBSTITUTION TENANT (AT END OF A FIXED TERM)</u>	£75. plus referencing costs
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EARLY TERMINATION

FEE IS THE COST. NEW TENANT IS FOUND	£200
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<u>LANDLORD REFERENCE FOR NEW TENANCY</u>	£30
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<u>CHECK OUT FEE</u>	£25
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<u>OVERPAID RENT RE-IMBURSEMENT CHARGE</u>	£10
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KEYS

Deposit per set	£20
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Failure to return ALL keys/fobs and permits ON tenancy end date. Key deposit will be forfeited

If keys not returned after 3 days of tenancy end date additional costs will apply for lock changes and replacement fobs/permits.

An administration charge of £50 will be applied.

If urgent access is necessary before the 3 day period - charges for lock change may be necessary

Annex 3

What is the tenancy deposit scheme?

An explanatory leaflet for landlords and tenants.

Many tenants in the private sector give their landlords a deposit against possible non-payment of rent or damage to property. When a tenancy comes to an end, there is usually no disagreement about the return of the deposit. Sometimes there is and this can cause much hardship and inconvenience to both landlord and tenant.

The Housing Act 2004 (Chapter 4, sections 212-5: & Schedule 10) made provision for both the protection of tenancy deposits and resolution of disputes over their return. The Dispute Service has been awarded a contract by the Government to run one such scheme: The Tenancy Deposit Scheme (TDS)

The legislation comes into effect on 6th April 2007. After that date all deposits taken for Assured Shorthold Tenancies will have to be covered by a tenancy deposit protection scheme.

What are the new legislative requirements?

Any landlord or agent who takes a deposit from a tenant for an Assured Shorthold Tenancy must safeguard it in an approved tenancy deposit scheme..

..and the tenant must be told which one.

Landlords in breach of these provisions will not be able to issue S21 notices, and may have to pay the tenant compensation of three times the deposit.

The landlord/agent must submit the deposit to the operators of their scheme when requested to do so.

Each scheme must have procedures for resolving disputes without going to court.

There are strict time limits for the return of deposits if there is no dispute.

The act allows for both custodial and insured schemes. Custodial schemes are where the deposit is lodged with an independent third party i.e. outside the control of the landlord. Insured schemes allow the landlord/agent to retain control of the deposit as long as they are subject to suitable insurance arrangements.

Secondary legislation will fill out the detail, including time limits for dealing with disputes.

What is TDS?

TDS has been developed to ensure that the deposits are protected and that disputes about their return are resolved swiftly, inexpensively and impartially.

Under TDS:

deposits will be protected during the tenancy

where there is no dispute at the end of the tenancy, deposits will be returned promptly.

where there is a dispute about the return of the deposit it will be dealt with fairly by an independent Case Examiner (ICE)

the ICE will make his decision quickly and the deposit will be paid out without unnecessary delay

It is modelled on the successful Tenancy Deposit Scheme for Regulated Agents (TDSRA) a voluntary scheme which has been operated by the Dispute Service from 1 May 2004 and will be absorbed by TDS on 6 April 2007. TDSRA had 725 members with about 1500 offices. In that time, the ICE and his colleagues resolved over 900 deposit disputes. We anticipate that the new scheme, TDS, will have a considerably larger membership, extending to private and corporate landlords and other deposit holders.

What is The Dispute Service Ltd?

The Dispute Service Ltd is an independent not for profit company established in 2003 to resolve complaints and disputes arising in the private rented sector speedily, cost effectively and fairly. As well as TDS, the Company deals with complaints against members of the Association of Residential Letting Agents. The Dispute Service also runs a similar scheme, under the auspices of the Ombudsman for Estate Agents, for its members who undertake lettings.

Who can join TDS?

Any private landlord or agent offering residential property for rent is eligible to apply to join TDS. They will be asked to provide relevant information - as set out in the Rules of the Scheme - to determine if they can be accepted as members and what their subscription will be.

T-S

What is an Approved Body (AB)?

An AB is a professional body, Accreditation Scheme or Trade Association approved after assessment by the Company to give their members a streamlined application process and a reduced subscription. They are also expected to take appropriate disciplinary action against their members who fail to comply with the rules of the Scheme. The Association of Residential Letting Agents, Royal Institution of Chartered Surveyors and the National Association of Estate Agents are AB's and we expect other landlord and agent organisations to join them shortly.

How are the deposits held and protected?

The member firm holds the deposit in a special client account. In most cases the tenant and the landlord will decide between them, assisted by the agent if one has been involved, how the deposit should be allocated. If there is a dispute, the landlord or agent has a couple of weeks to resolve it. After that any of the parties - landlord, agent or tenant - can approach the ICE. He will appoint an adjudicator to assist him in considering the evidence they provide, and will aim to issue his decision within 15 working days of receiving the necessary papers.

If there is a dispute what happens to the deposit?

The member will transfer the disputed amount to The Dispute Service. It has a special cash fund which enables the ICE to carry on with an adjudication and to pay out the deposit even if the member has not sent it. If the member has not sent the deposit, The Dispute Service will claim it from its insurers as necessary. It will then pursue the member for repayment. The Dispute Service will pay out the deposit according to the instructions of the ICE following his award.

How are disputes resolved?

You have 31 days to raise a dispute then the agent has 10 working days to resolve it.

If not, you decide if you want to go to court, or to have ICE deal with it - which is what most people prefer.

Send details of the dispute on form TDS2 Notification of Dispute, together with relevant documentation to the ICE.

Whoever is holding the deposit must send the amount in dispute to the ICE.

The ICE will copy the details of the dispute to the other party asking them to tell him within 5 working days if they intend to challenge it. They have a further 5 working days to send in their side of the story ie: 10 days altogether.

The ICE will appoint an adjudicator to assist him with a view to issuing an adjudication within 15 working days of receiving all the necessary paperwork.

The disputed amount will be paid out in accordance with the adjudication within a further 10 working days

Do all landlords and agents have to join TDS?

No. there are two other schemes. One is a custodial scheme managed by Computershare Ltd and requires the landlord/agent to place deposits with them at the start of the tenancy. The other is run by a company supported by the National Landlords Association and is also insurance based.

How much does it cost to join TDS?

The current subscriptions for agents and landlords can be found on website www.thedisputeservice.co.uk under Schedule of fees.

Agents can, of course recharge the subscription across their portfolio. This will not be onerous to their landlords as it will work out at very little for individual properties.

A reduction in fees may be negotiated if the organisations to which members belong are ABs.

Provisional subscriptions for corporate landlords are available on application.

Where members submit data for entry on to the tenancy database on paper rather than electronically there will be a charge for each document. Please note: the data will not be entered until the fee has been paid.

The service is free to tenants.

Management of TDS?

The scheme is managed by The Dispute Service. the ICE is its Chief Executive and reports to the board currently made up of people from the residential lettings industry and independent members. The Board of The Dispute Service has no role in the resolution of disputes.

Why is using Alternative Dispute Resolution better than send in disputes to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property and landlords need to know how much will be available to spend on re-decoration and repair. Going to court takes time and can be expensive and stressful.

T-S

Our successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video) TDSRA demonstrated that we could complete nearly all adjudications well within the time specified in the contract with the Government.

Who should I contact?

If you want:

to get more information about the scheme

to find out about joining the scheme

advise about TDS

resolution of a dispute about a deposit

Please contact The Dispute Service at:

Tenancy Deposit Scheme (TDS)
PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Telephone 0845 226 7837 Fax 01442 253193 E-mail deposits@tds.gb.com Web www.tds.gb.com

T-S

9.10 Jurisdiction

9.10.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales

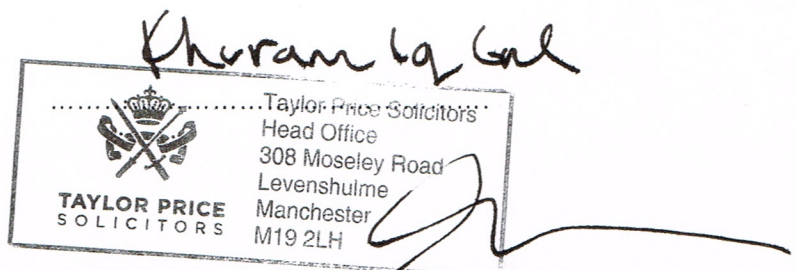
10 SIGNATURES OF THE PARTIES

Reminders: THIS IS A LEGALLY BINDING DOCUMENT. DO NOT SIGN IT UNLESS YO WISH TO BE BOUND BY IT. IF YOU BREAK ANY OF THE TERMS OF THIS AGREEMENT, THE LANDLORD MAY HAVE THE RIGHT TO COMMENCE PROCEEDINGS AGAINST YOU FOR THE POSSESSION OF THE PREMISES

SIGNED on behalf of Zahid Rafiq & Co Ltd
M.Z.Rafiq

M.Z. Rafiq

Witness:



Reminders: THIS IS A LEGALLY BINDING DOCUMENT. DO NOT SIGN IT UNLESS YO WISH TO BE BOUND BY IT. IF YOU BREAK ANY OF THE TERMS OF THIS AGREEMENT, THE LANDLORD MAY HAVE THE RIGHT TO COMMENCE PROCEEDINGS AGAINST YOU FOR THE POSSESSION OF THE PREMISES

SIGNED by the TENANT
Mr Tom Saxon
27A Corringham Rd.

Tom Saxon

Witness:

