

THE ASSURED SHORTHOLD TENANCY AGREEMENT

DEFINITIONS:

LANDLORD

Means: An individual or company who lets property

AGENT

Means: An individual or company who lets or manages properties on behalf of its owners

RELEVANT PERSON

Means: Any other person or company paying the Deposit on behalf of the Tenant e.g. the local authority, parent or guarantor

ICE

Means: The Independent Case Examiner

STAKEHOLDER

Means: A person or company who holds - as a third party – the deposit on behalf of all parties included in the tenancy. In this case the deposit cannot be released without written consent from both parties, a Court Order, or an adjudication decision from TDS

DEPOSIT

Means: Any sum collected from the tenant at the start of a tenancy or during a tenancy as prescribed in the tenancy agreement and held by the agent on behalf of the tenant as security against performance of obligations under the tenancy agreement

PRESCRIBED INFORMATION

Housing Act 2004

A.1 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.1.1 Name of Landlord(s): *Landlord(s) name(s)*

A.1.2 Actual address of the Deposit Holder: 218 Cherry Hinton Road, Cambridge, CB1 7AW

A.1.3 E mail address of the Deposit Holder (if applicable): enquiries@ambassador-properties.co.uk

A.1.4 Telephone number of the Deposit Holder: 01223 72 72 77

A.1.5 Fax number (if applicable): 01223 566 941

Name of Tenant(s):

Tenant 1 (name) :

.....

Email address:

.....

Phone number:

.....

Fax number:

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Address for contact after tenancy ends:

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Tenant 2 (name) :

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Email address:

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Phone number:

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Fax number:

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Address for contact after tenancy ends:

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Tenant 3 (name) :

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Email address:

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Phone number:

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Fax number:

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Address for contact after tenancy ends:

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Tenant 4 (name) :

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Email address:

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Phone number:

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Fax number:

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Address for contact after tenancy ends:

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Tenant 5 (name) :

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Email address:

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Phone number:

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Fax number:

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Address for contact after tenancy ends:

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Tenant 6 (name) :

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Email address:

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Phone number:

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Fax number:

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Address for contact after tenancy ends:

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Relevant Person 1

(name):.....

Email address:

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Phone number:

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Fax number:

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Address for contact after tenancy ends:

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Relevant Person 2 (name):

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Email address:

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Phone number:

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Fax number:

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Address for contact after tenancy ends:

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Relevant Person 3

(name):.....

Email address:

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Phone number:

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Fax number:

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Address for contact after tenancy ends:

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Relevant Person 4

(name):.....

Email address:

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Phone number:

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Fax number:

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Address for contact after tenancy ends:

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Relevant Person 5 (name):

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Email address:

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Phone number:

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Fax number:

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Address for contact after tenancy ends:

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Relevant Person 6 (name):

.....

Email address:

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Phone number:

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Fax number:

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Address for contact after tenancy ends:

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.....

Name of Agent: Ambassador Property Management

Address: 218 Cherry Hinton Road, Cambridge, CB1 7AW

E mail address: enquiries@ambassador-properties.co.uk

phone number: (01223) 72 72 77

fax number: (01223) 56 69 41

Deposit: £ *amount*

Deductions may be made from the Deposit according to clauses 10.4.1 to 10.4.9 of the Tenancy Agreement attached.

A Leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being Ambassador Property Management.

DATED _____ 200

Landlord(s) name(s)

(the Landlord)

- to -

Tenant(s) name(s)

(the Tenant)

ASSURED SHORTHOLD TENANCY AGREEMENT

relating to:

property address

(the premises)

Ambassador Property Management
218 Cherry Hinton Road
Cambridge
CB1 7AW
(01223) 72 72 77

ast.doc *property ref/property manager ref*

BETWEEN *Landlord(s) name(s)* of *Landlord(s) address* (hereinafter called "the Landlord") by the hand of his Agents Messrs Ambassador Property Management of 218 Cherry Hinton Road Cambridge CB1 7AW of the one part and *Tenant(s) name(s)* of *Tenant(s) current address* (hereinafter called "the Tenant") of the other part WHEREBY IT IS AGREED as follows:-

1 The Landlord lets and the Tenant takes ALL THAT property known as *property address* [which is for identification only shown edged red on the plan attached hereto] [but excluding thehereafter called the Excluded Parts]] (hereinafter called "the Premises") Together with all necessary rights of access thereto And Together with the Landlords fixtures therein and the furniture fittings and other effects contained in the Premises and specified in the Inventory and Schedule of Condition annexed hereto

2 (a) The tenancy to which this Agreement relates ("the Tenancy") is an Assured Shorthold Tenancy as defined by the Housing Act 1988 (as amended by the Housing Act 1996) and the Tenant confirms that he was not a protected or assured or statutory or protected shorthold tenant in the Premises prior to the date hereof

(b) The Premises were occupied by the Landlord as his only or principal home and/or the Landlord intends to use the Premises as his or his spouse's only or principal home and notice is hereby given to the Tenant that possession may be recovered under Ground 1 of Part 1 of Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996)

(c) The Premises are subject to a mortgage granted before the beginning of the Tenancy and the provisions for recovery of possession by a mortgagee under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) and Section 7 (6) of the Housing Act 1988 (as amended by the Housing Act 1996) apply accordingly

3 The Premises shall be held by the Tenant for a period from *Tenancy start date to Tenancy end date* inclusive of both dates ("the Term") **and both Landlord and Tenant must give each other at least two months notice in writing to end the tenancy which can not be ended any earlier than at the end of the Term**

4 (a) The rent shall be at the rate of £*rental price* per calendar month the ("the Rent")

(b) The Rent shall be payable in advance by equal monthly instalments on the 1st day of each calendar month by standing order into [Ambassador Property Management's Account No: XXXXXXXX01890236 at Lloyds TSB Cattle Market

Branch Cambridge CB1 7BH Sort Code: 30-91-74][the Landlords nominated account]

5 The Tenant hereby agrees with the Landlord as follows:-

(a) To check-in the Inventory and Schedule of Condition of the Premises as provided at the commencement of the Tenancy and within seventy two hours of the commencement of the Tenancy to return the Inventory and Schedule of Condition to the Agents having first appended thereto (if applicable) any additions deletions or amendments as the Tenant considers appropriate and should no such annotated copy of the said Inventory and Schedule of Condition as held by the Agent be provided by the Tenant it shall be deemed to be a true and accurate record of the condition of the Premises and the contents thereof and the Tenant further agrees to attend (or appoint a competent person to represent him) at the Premises at the termination of the Tenancy for the purpose of checking the Inventory and Schedule of Condition and agreeing any dilapidations that may have accrued

(b) To pay the Rent to the Landlord on the days and in the manner aforesaid.

(c) To enter into a contractual relationship with the appropriate bodies to pay as and when they fall due:-

(i) all charges for [oil] gas and electricity supplied to the premises during the Tenancy and any charge for [oil] gas or electricity supplied partly during and partly before or after the Tenancy being apportioned

(ii) the telephone rental and for all telephone calls made during the Tenancy and any rent for the period partly during and partly before or after the Tenancy being apportioned

(iii) all rates taxes assessments Council Tax and demands levied in respect of the Premises or any of its occupiers during the Term of this Agreement and if the Tenant shall pay any such for a period beyond the Term of the Tenancy the Landlord will refund to the Tenant any over payment

(iv) all water rates or metered water supply and sewerage charges including where applicable the cost of emptying and cleaning the cess pit or septic tank and where the water supply is metered the Agents will note and record meter readings at the beginning of the Tenancy as recorded in the Inventory and Schedule of Condition

(d) If existing to pay for cable television and/or the licence fee for any television at the Premises

(e) To keep the interior of the Premises and the doors windows and fittings thereof in good and tenantable repair and condition throughout the Tenancy (fair wear and tear excepted) and to keep the chimneys swept (if used) and to repair all broken or severely cracked glass in doors and windows and all broken locks latches and fasteners and not to cause any blockage to the drains (howsoever caused to be

broken severely cracked or blocked as the case may be) [and to keep the gutters swept of all leaves and detritus and to keep the garden and its hedges (if any) and fences (if any) in a tidy condition and in particular to keep the grass cut the pathways weeded and the beds in a good state of cultivation and not overgrown with weeds and to clear away any fallen leaves and detritus]

(f) To take due and proper care of the contents of the Premises and to keep the same clean and in good repair order and condition and to replace any such contents as shall be lost broken damaged or destroyed with articles of the same type and value or to pay to the Landlord the full replacement cost of any contents that shall be lost broken damaged or destroyed as aforesaid and not to remove any of the contents from the Premises save for the purpose of repair and at the termination of this Tenancy to leave these articles and contents in the same condition (fair wear and tear excepted) and position as at the commencement of the Tenancy

(g) To take all proper precautions to prevent damage from frozen or burst pipes and if not done to bear the cost of repairing the pipes and any resultant damage

(h) To permit the Landlord or his Agents at all reasonable times upon giving prior notice (24 hours notice permitted) to enter upon and examine the condition of the Premises (and the contents) and upon notice being given by the Landlord or his Agents to execute any repair or work for which the Tenant is liable which is to include any alterations or improvements carried out by the Tenant without the written consent of the Landlord or his Agents and if the Tenant shall not within ten days after the service of such notice commence and proceed diligently with the execution of such repairs then to permit the Landlord or his Agents to enter upon the Premises and execute such repairs and the cost thereof shall be a debt due from the Tenant to the Landlord as rent and shall be forthwith recoverable by action

(i) If at any time an emergency should develop at the Premises and the Tenant is unable to be contacted by the Landlord or his Agents the Tenant hereby gives them permission to make a normal or forced entry into the Premises to deal with the emergency

(j) To use the Premises as a single private dwelling and not to use it or any part of it for any other purpose or allow any one else to occupy the Premises as their home

(k) Not to assign the benefit of this Agreement nor to assign underlet or part with the possession of the Premises or any part thereof and not to share the Premises or any part thereof and not to use the Premises or any part thereof for any purpose other than a single private residence except with the children of the Tenant

(l) Without the prior written authorisation of the Landlord or his Agents not to make any alteration in the Premises or remove any partition doors or cupboards or fixtures therein and not to cut maim or injure any of the floors walls ceilings or timbers thereof and not to decorate the Premises nor make any holes in or affix anything to walls ceilings or floors of the Premises with nails screws adhesives or other fixative and not to make any alteration to the layout of the garden and upon the determination of this Tenancy (howsoever determined) to return the Premises to the

state and condition in which they were at the commencement of the Tenancy if so required by the Landlord in writing or to pay the Landlord's reasonable costs of so re-instating the Premises and if the Tenant shall breach the terms of this clause and upon notice being given by the Landlord or his Agents to execute any re-instatement works the Tenant shall not within ten days after the service of such notice commence and proceed diligently with the execution of such re-instatement works then to permit the Landlord or his Agents to enter upon the Premises to execute such re-instatement works and the costs thereof shall be a debt due from the Tenant to the Landlord as rent and shall be forthwith recoverable by action

(m) Not to be guilty or suffer to permit any person residing with the Tenant or any guest or visitor to be guilty of conduct which is a nuisance or annoyance to adjoining occupiers including music or singing whether by instrument voices radio gramophone television or other means and in particular so as to be audible from outside the Premises between the hours of 11.00 pm and 8.00 am

(n) Not to use the Premises or permit or suffer it to be used for any illegal or immoral purposes

(o) Not to bring onto the Premises any live animal bird or pet

(p) Not to erect or place any hut shed caravan house on wheels boat and/or trailer or other chattel nor any hoarding on the Premises without the prior written authorisation of the Landlord or his Agents save that the Tenant shall be permitted to park on the driveway of the Premises or in its garage (if any) a private motor car or cars motor cycle or motor cycles or light van or light vans

(q) (i) Not to do or permit or suffer to be done anything whereby the policy or policies of

insurance on the Premises against damage by fire or other risk against which the Landlord has insured during the Tenancy may become void or voidable or whereby the rate of premium thereon may be increased and to repay to the Landlord all sums paid by way of increased premium and all expenses incurred by him in or about the renewal of such policy or policies rendered necessary by a breach of this covenant and the cost thereof shall be included in the Rent hereinbefore reserved and recoverable as Rent

(ii) To pay to the Landlord on demand an amount equal to all monies which the Landlord is unable to recover from his insurers as a result of any act default or omission of the Tenant or the imposition by the insurers of the reasonable acceptance by the Landlord of an obligation to bear part of an insured loss (commonly called an excess)

(r) To permit prospective tenants or purchasers at reasonable times to inspect and view the Premises during the last two months of the Tenancy

(s) To have the Premises including where applicable the carpets upholstery curtains blinds linen blankets and all other furnishings and fittings (so far as appropriate)

professionally cleaned to the satisfaction of the Landlord immediately prior to the determination of the Term howsoever determined

(t) Should the Tenant vacate the Premises before the term certain as stated in Clause 3 of the Agreement the Tenant will be liable to pay :-

(i) rent up to the date on which the Premises is re-let and any shortfall in rent
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the expiration of the Term whichever is the sooner AND

(ii) all costs associated with utilities for the same period as the Rent is due
AND

(iii) the Landlords costs in respect of the new tenancy if let before the expiration of the Term

(u) To pay part/full costs (as agreed) of :-

(i) The preparation and grant of this Agreement

(ii) The attachment of any addendum to this Agreement for an extension with the existing Tenant on either a further fixed term or periodic term at the fee of £70.50 (including VAT)

(iii) The renewal of this Agreement with a new Tenant for a new tenancy at the fee of £99.88 (including VAT)

(iv) Any rent arrear letters and notices in the sum of £47.00 (including VAT) per letter or notice

[(v) The check-out fee at the end of this Agreement in the sum of £ (including VAT).] [If one or more joint tenant(s) in a shared property remain in the property the check out fee will be apportioned accordingly comprising all communal areas plus room(s) vacated]

(v) Not to store any of the furniture originally contained within the living accommodation let hereby in the garage outhouse shed or Excluded Parts (if any) nor anywhere except in the Premises without the written consent of the Landlord or his Agents

(w) Not to bring on or use at the Premises an electric bar fire nor any heating lighting or cooking equipment which burns paraffin or other liquid fluid and not to store petroleum spirit paraffin or other inflammable substances on the Premises and not to burn candles or incense and the Landlord or his Agents shall be entitled to remove without notice from the Premises any such items found therein

(x) To pay on demand all legal costs and expenses together with VAT incurred by the Landlord on an indemnity basis in enforcing any of the provisions of this

Agreement against the Tenant providing that the Tenant is in breach of the terms of this agreement

(y) To be responsible for the servicing and repair of any alarm system (if existing)

(z) If the Rent or any other sums payable to the Landlord are unpaid for fourteen days after becoming payable the Tenant shall pay to the Landlord interest thereon from the due date to the date of payment at the rate of 4% per annum above the

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to cover the costs of any debt collection

(aa) (i) If the Landlord has not previously served on the Tenant notice requiring possession of the Premises at the end of the Term then the Tenant is to give not less than two months prior written notice to the Landlord or his Agents of his intention to vacate the Premises at the end of the Term

(ii) At any time after the expiry of the fixed term hereby granted the Tenant is to give to the Landlord or his Agents not less than two months prior written notice of his intention to vacate the Premises

(bb) The Landlord shall not be responsible for the poor quality or loss of reception to any television or radio at the Premises

(cc) The Landlord shall not be responsible for the loss or damage or destruction howsoever caused to any of the Tenant's belongings kept or left on the Premises and the insurances of such belongings shall be the Tenant's responsibility in so far as permitted by statute

(dd) In the event of the Tenant failing to comply with his obligations for the repair or maintenance of the Premises and/or any furniture fittings and effects in the Premises the Tenant shall (in addition to his liability to make good such dilapidations) pay to the Landlord all reasonable expenses including for the inspection of the Premises at the end of the Term including the expenses of checking out the inventory (such expenses at the start of the Term having been paid by the Landlord) and all expenses (including legal and surveyors fees such value to be as reasonably determined by the Landlord's Agents and to include a sum equal to 15% plus VAT of the total value any dilapidations to cover part of the Landlord's Agents costs in dealing with the dilapidations) which the Landlord incurs in preparing and serving:

(i) a notice under S.146 of the Law of Property Act 1925 even if forfeiture is avoided without a court order

(ii) a schedule of dilapidations recording failure to give up possession of the Premises in the appropriate state of repair and cleanliness

(ee) The Tenant must not take with him at the end of the Tenancy the telephone number(s) at the Landlords Property that exist(s) at the commencement of the Tenancy without the express written consent of the Landlord or his Agents

(ff) The Tenant and his visitors are not permitted to smoke in the Premises and in default of this provision the Tenant must pay for such remedial action as the Landlord may consider appropriate to remove staining odour residue or other evidence of smoking having taken place in the Premises at any time during the Term

(gg) The Tenant shall keep the Premises at all times well and sufficiently aired and heated to protect against condensation during the Term

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(hh) The Tenant shall not display any notice or advertisement visible from the outside either by placing it on the outside or in the inside of the Premises

(ii) When the Term ends to return the Premises together with all the keys to the Landlord leaving the Premises in the state in which this Agreement requires the Tenant to have kept it and not to permit or allow any of the services (being gas electricity water telephone) to the Premises to be disconnected or removed and in the event of disconnection or removal then all of the costs of reconnection and/or reinstatement (including attendance on site) shall be a debt due to the Landlord and without prejudice to any other remedy such cost shall be deductible from the deposit referred to in the Deposit Receipt contained in the final page of this Agreement as shall the cost of replacing locks to the Premises if the keys are not returned to the Landlord immediately once the Tenant has left the Premises

[(jj) To abide by the terms and conditions of the head lease (apart from paying the ground rent and service charge) that is held by the Landlord]

[(kk) To abide by the terms and conditions of the Deed of Covenant prepared by the freeholder and signed by the Tenant and attached hereto]

6 The Landlord hereby agrees with the Tenant as follows:-

(a) That the Tenant paying the rent under this Agreement and observing and performing the covenants and conditions of this Agreement shall peaceably and quietly hold and enjoy the Premises without any lawful interruption or disturbance by the Landlord or any person lawfully claiming under him

(b) To keep the Premises insured against fire and such other risks as the Landlord may from time to time think fit

(c) To keep in good repair and condition under Section 11 of the Landlord and Tenant Act 1985 the structure and exterior of the Premises and to keep in good repair and working order all installations on the premises for the supply of water gas (if any) oil (if any) and electricity and the central heating and hot water systems (if any) provided that the Landlord shall not be liable to do so unless and until notice of the want of repair has been given to the Landlord or his Agents by the Tenant

[(d) To provide and pay for the services of a gardener]

7 The Landlord hereby gives notice to the Tenant as follows:-

(a) That pursuant to Section 48 of the Landlord and Tenant Act 1987 that the Landlord's address for service of notices (including notices in proceedings) is care of

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CB1 7AW

(b) That any notices in connection with the Tenancy shall be in writing and may be served on the Landlord personally or by leaving it for or by sending it by registered post or by the recorded delivery service to the Landlord at the address referred to in Clause 7 (a) hereof and may be served on the Tenant personally or by leaving it for or by sending it by registered post or by the recorded delivery service to the Premises or if the Tenant has to the knowledge of the Landlord or his Agents vacated the same to his last known place of abode

(c) That if the Rent reserved or any part thereof shall be unpaid for fourteen days after becoming payable (whether formally demanded or not) or if the Tenant shall at any time fail or neglect to perform any of the agreements stipulations and conditions herein contained and on the part of the Tenant to be performed and observed or if the Tenant shall become bankrupt or enter into any composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this Agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained

(d) That if the Premises or any part thereof shall at any time during the Tenancy be destroyed or damaged by fire so as to be unfit for habitation or use and the policy or policies of insurance effected by the Landlord shall not have been vitiated or the payment of the policy monies refused in whole or in part in consequence of any act or default of the Tenant the Rent or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

(e) That ownership of all property left at the premises and not claimed by the Tenant in writing to the Landlord or his Agents within two months following the end of the Term shall immediately pass to the Landlord who shall be entitled (though not bound) to sell the same for his own benefit

8 It is expressly acknowledged and agreed by the parties hereto that the payment of the rent or other payments due under this Agreement by a party other than the Tenant and the acceptance of rent or other payments by the Landlord shall take

effect solely as payment on behalf of the Tenant and shall not create any legal relationship whether contractual or otherwise between that party and the Landlord

9 In this Agreement words importing the masculine gender shall include the feminine gender words importing a person or persons shall include companies and corporations and words importing the singular shall include the plural and all

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and several agreements and obligations

10. The tenancy deposit

The Deposit of £ *amount of deposit* is paid by the Tenant to the Landlord/Agent *
OR

on by me/us [*name, address and contact details*] on behalf of the Tenant*

*delete as necessary

10.1 The deposit is held by (*delete the option which does not apply*):

10.2 The Agent as Stakeholder - The Agent is a member of the Tenancy Deposit Scheme

The Landlord - The Landlord is a member of the Tenancy Deposit Scheme

10.3 Any interest earned will belong to the Agent

10.4 The Deposit has been taken for the following purposes

10.4.1 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

10.4.2 To pay for the reconnection of any services disconnected during the tenancy

10.4.3 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 tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings

10.4.4 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

10.4.5 Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy

10.4.6 To pay any legal costs and expenses incurred by the Landlord for which you are liable under the terms of the Tenancy or otherwise

10.4.7 To pay the agreed check-out fee at the end of this Agreement as per Clause 5 (u) (v)

10.4.8 Costs incurred by the Agent in relation to dilapidation costs

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~~10.4.9 Agents fees such as renewal fees and rent arrears letters not paid by the tenant~~

11. Protection of the deposit

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

The Dispute Service Ltd

PO Box 541

Amersham

Bucks

HP6 6ZR

phone 0845 226 7837

email deposits@tds.gb.com

fax 01494 431 123

12. At the end of the tenancy

12.1 The Agent must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the deposit

12.2 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. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the deposit

12.3 The Tenant should try to inform the Agent 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 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter

12.4 If, after 10 working days following notification of a dispute to the Agent 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 12.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication

12.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (12.1-12.4) above

12.6 If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will

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time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator

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 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

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses (13.1-13.12) shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement

Procedure for Dispute at the End of the Tenancy

13.1 When the landlord and tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 working days. Failure to return the deposit within the specified period will be grounds for the tenant to refer the matter directly to the ICE

13.2 The Agent must tell the Tenant within 10 working days of the end of the tenancy, if they propose to make any deductions from the deposit

13.3 The tenants should make their best endeavours to inform the Agent if they wish to raise a dispute about the deposit within 20 working days after the lawful end of tenancy and vacation of the property. The Agent has a maximum of 10 working days to resolve the dispute

13.3 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding

13.4 The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website www.tds.gb.com or be obtained directly from The Dispute Service Ltd at the address or telephone number specified in clause (11) of the attached Tenancy Agreement

13.5 If the Agent instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and

repaid. Where one of the parties to the Tenancy raises the dispute, the Agent must send the deposit or the balance in dispute together with the relevant evidence being a copy of the tenancy agreement, inventory and schedule of condition, any check in or check out report correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Agent or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and discipline the Agent

13.6 The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute

13.7 The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission

13.8 TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate

13.9 The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly

13.10 The Agent and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute

13.11 If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute

13.12 If the Landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to do so or the Tenant is unable to contact the landlord or the agent despite making reasonable efforts to do so action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit

The Landlord confirms that the information provided to the Agent (delete if Landlord) 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 the Landlords knowledge and belief.

If we do not hold the Deposit or are not responsible for the management of the property i.e. we do not provide you with a management service, we cannot help you to resolve any dispute over its return. However, this tenancy is covered by the Tenancy Deposit Scheme. If there should be a dispute which you and your tenant

are unable to resolve between you, please submit it to the Scheme and the Independent Case Examiner will adjudicate. Details of the scheme are available in its website www.tds.gb.com or by contacting The Dispute Service on 0845 226 7837 or deposits@tds.gb.com

Signed by the Tenant:

Tenant name).....

Tenant name).....

Tenant name).....

Tenant name).....

Tenant name).....

Signed by the Landlord/Agent*:

Graham Clarke).....

of Ambassador Property Management
on behalf of the Landlord

AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED by Graham Clarke).....

of Ambassador Property Management
on behalf of the Landlord
in the presence of:

Witness (Signature)

Witness (Full names).....

Address.....

.....

.....

Occupation.....

Counterpart

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SIGNED by the SAU.

Tenant name).....

Tenant name).....

Tenant name).....

Tenant name).....

Tenant name).....

in the presence of :

Witness (Signature).....

Witness (Full names).....

Address.....

.....

.....

Occupation.....

To : *Name of Tenant(s)*
Tenant address

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DEPOSIT RECEIPT

I/We *Tenant name(s)*, hereby acknowledge receipt of £ *amount of deposit* from you, and held by the Agents as Stakeholder, being a deposit paid in connection with your Tenancy *property address*. This has been received subject to cleared funds as follows

Name	£ amount
..... <i>Tenant name</i>
..... <i>Tenant name</i>
..... <i>Tenant name</i>
..... <i>Tenant name</i>
..... <i>Tenant name</i>
..... <i>Tenant name</i>

At the end of the tenancy the deposit will be repaid as above less the relevant share of any deductions.

DATED.....200

SIGNED.....

Graham Clarke of Messrs Ambassador Property Management as Agents for the Landlord

ADDENDUM

A standard information Leaflet explaining how the Deposit is protected by the

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Housing Act 2004 Provisions is enclosed

If a complaint is to be made against the way the ICE has handled the Case this can be made using form TDS (F) which can be found on the TDS website tds.gb.com