

# ASSURED SHORTHOLD TENANCY AGREEMENT

<<ORIGINAL\_COUNTERPART>>

WITH DEPOSIT PROTECTION FROM  
THE DISPUTE SERVICE

FOR THE PREMISES AT:

**Property address**

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This agreement sets out the conditions of your tenancy. You should read it carefully to make sure it includes everything you need to know and nothing that you are not prepared to agree to. If you are not sure about something in this agreement, you should get independent legal advice before you sign it.

Get Living London will produce two copies of this agreement, one for each of us to sign – one for the landlord to keep (known as the counterpart) and one for you to keep (known as the original).

This agreement is in ten parts. Each part contains numbered sentences known as clauses. Each clause has a heading which describes what that clause refers to.

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## A. DEFINITIONS

By providing this list of definitions we aim to help explain some terms that you will find in this tenancy agreement.

Term	Meaning
The premises and property	This includes any parts of the house or flat, gardens, paths, fences, boundaries or other outbuildings that belong to us and form part of the tenancy. If your home is part of a larger building, the premises include the right to use shared access and other similar facilities.
The neighbourhood	The area known as East Village.
The plot	At East Village the design provides for a number of blocks built around a courtyard known as a plot, each made up of five to seven blocks or buildings (save for Vesta House which has only one block).
The block or the building	If the premises are part of a larger building, such as a flat in a block of flats, this term means the block or building and any of its grounds within the plot or the neighbourhood.
The common parts of the neighbourhood	The shared areas and facilities within East Village provided for all residents of East Village and their guests to use with others. This includes, but is not limited to, the East Village roads and walkways, hard and soft landscaped areas including water features and games areas, cycle-ways, car parking, motorcycle parking and bicycle parking areas.
The common parts of the plot	The shared areas and facilities within the plot provided for all residents of the plot and their guests to use with others. This includes, but is not limited to, all walkways, gates, hard and soft landscaped areas outside the buildings, the refuse area, those parts of the car park which are not under any lease or licence to tenants for parking motor vehicles, bicycle storage areas, and the courtyard garden if this applies.
The common parts of the block or the building	The shared areas and facilities within each block provided for all residents of the block and their guests to use with others or which just serve the block. This includes, but is not limited to, all walkways, corridors, staircases, fire escapes and entrance lobbies, all lifts and all rooms containing equipment and storage areas, but not the common parts of the plot.
Landlord, we, us	The person or people who own the premises. We have the right to take back the premises at the end of the tenancy.
Get Living London	Get Living London Limited, who will manage the premises and tenancy on our behalf.
Tenant, you, your	This includes anyone who is entitled to use the premises under the terms of the tenancy. If this is a joint tenancy, you are all responsible (separately and jointly) for the tenants' responsibilities.
Joint and several liability	All of the tenants are individually and jointly responsible for paying rent and for all other tenants' responsibilities during the tenancy.
Guarantor	This is someone who agrees to meet your responsibilities under this tenancy agreement if you do not keep to them (for example, paying your rent).
The term of the tenancy	How long the tenancy lasts as set out in this agreement and shown in clause B4.
Deposit	The money you give Get Living London in case you fail to keep to any of the terms of this agreement. This money will be held by Get Living London during the tenancy and it will be registered with and protected by The Dispute Service (a deposit scheme approved by the Government).
TDS	The Dispute Service. This is the Government-approved deposit scheme we have chosen for this tenancy.
Member	An agent or landlord who has joined the TDS.

<b>Term</b>	<b>Meaning</b>
ICE	The independent case examiner for the deposit schemes approved by the Government.
Deposit holder	The person, firm or company who holds the deposit, and is a member of, the tenancy deposit scheme which is run by The Dispute Service Ltd.
Relevant person	Any other person or company paying the deposit on behalf of the tenant, for example, the local authority, or a parent or guarantor.
Stakeholder for the deposit	Get Living London can only take money from your deposit at the end of the tenancy if you agree, unless the ICE (see above) decides otherwise.
Inventory and condition of the property	The document we have had prepared showing details of our fixtures, fittings, furnishings, equipment and so on, including the condition of the premises in general. We will rely on the inventory at the end of the tenancy to assess any damage or losses (other than reasonable wear and tear), so you should check it carefully at the start of the tenancy.
Contents	Any of our furniture, furnishings, kitchen units, kitchen appliances, sanitary-ware (toilet bowls, cisterns, baths, basins, showers and other fittings), decorative features, electrical equipment, other equipment or any floor, ceiling or wall, including anything listed in any inventory we supply (see above).
Month	One 'calendar' month (for example, January, February and so on), not just four weeks.

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## B. MAIN TERMS OF THIS AGREEMENT

1. Date on which the agreement is made: Tenancy start date

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2. The people involved:

2a Us (the landlord):

**Landlord name**

Address:

**5 Celebration Avenue  
East Village  
London  
E20 1DB**

2b You (the tenant):

**Tenant(s) name(s)**

Address:

**Lead tenant current address**

2c The guarantor:

**Guarantor(s) name(s) if applicable**

Address:

**Guarantor address**

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3. The premises (full address):

**Property address**

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4. The term of the tenancy:

Beginning on:

**Tenancy start date**

Ending on:

**Tenancy end date**

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5. The rental period:

Every calendar month starting on the first day of the term of the tenancy shown in 4 above

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6. The rent:

**£ Monthly rent due** for each rental period throughout the term of the tenancy shown in 4 above

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You must pay the rent by the first day of each rental period.

You must pay the rent by direct debit to Get Living London Limited.

The rent will increase on each anniversary of this agreement as set out in Part F, clause 4.

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7. The deposit:

You must pay a deposit of **£ Deposit amount** when you sign this agreement (or before, if we have asked you to).

Get Living London will hold your deposit as stakeholder. They will keep any interest received on the deposit. Your deposit is registered with The Dispute Service, please see Attachment 2.

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## C. SIGNATURES

Get Living London will produce two copies of this agreement, one for each of us to sign – one for us to keep (known as the counterpart) and one for you to keep (known as the original).

**Important** - By signing this agreement, you agree that you have read and accept the full conditions of your tenancy and you have been provided with the following:

- The Energy Performance Certificate (EPC)
- The Government 'How To Rent' Guide
- The Prescribed Information relating to the deposit you have paid (see Attachment 2)

The clauses in part B set out the rent you have agreed to pay for the length of the tenancy, our (as the landlord) and your (as the tenant) details, the premises this agreement applies to and the deposit you have agreed to pay.

The clauses in parts D to J set out your and our responsibilities under this agreement.

By law, you must keep to the terms in this tenancy agreement once you and we have signed and dated both parts of the agreement (see clause B1).

**Our signature ( signed by Get Living London Limited for and behalf of the landlord)**

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**Your signature ( the Tenant)**

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## D. GENERAL CLAUSES

### 1. HOUSING ACT 1988

This agreement is for an Assured Shorthold tenancy as defined in Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. Section 8 and Section 21 of this Act sets out the conditions under which we can take the property back. See Section F14.

### 2. OUR ADDRESS FOR SERVING NOTICES

Section 48 of the Landlord and Tenant Act 1987 says we must give you an address where you can serve a notice (or notices) on us if you need to in relation to this agreement. Please use the Get Living London address which is: Get Living London, 5 Celebration Avenue, East Village, London, E20 1DB. If you wish to serve notice by email please send to [contractsteam@getlivinglondon.com](mailto:contractsteam@getlivinglondon.com) or your assigned Relationship Manager's Team email address.

### 3. SERVING NOTICES PROPERLY

If either we or you give a notice under this agreement, it will be treated as having been served properly if it is in writing and delivered by hand or sent by recorded or registered delivery or by first class post. If we give you notice it will be treated as having been received on the second working day after it was posted. However, if it is delivered by hand it will be treated as having been received on the day it was delivered. We will accept notice by email as long as the notice is sent as an attachment signed and dated by all tenants.

You agree that any notices or other documentation that we give to you under or in connection with this tenancy agreement may be sent to you by email using the email address(s) detailed in Attachment 2 of this agreement, notwithstanding that such notices or other documentation may not related to your deposit.

### 4. COSTS FOR PREPARING THIS AGREEMENT

We will pay all costs for preparing this agreement and any renewal documentation in relation to this tenancy. You do not pay a charge for us to prepare this agreement.

### 5. DATA PROTECTION

Get Living London will hold and may process your name, details, forwarding address and the other personal data as necessary to perform this agreement and for other purposes notified to you in all cases in accordance with its data protection policy found at <https://myeastvillage.co.uk/terms-of-service/data-protection-policy/>.

Get Living London may disclose your personal data to third parties in accordance with the Data Protection Act 1998 ("DPA") including without limitation credit agencies, reference agencies, utility providers, local authorities, online tenancy processing agents, the tenancy deposit protection scheme provider, funding bodies and third party Customer Satisfaction Survey Companies and for debt collection agencies. Your personal data may be processed outside of the European Economic Area in jurisdictions that do not provide an adequate level of protection. Any transfer of your personal data to such a jurisdictions will be made in accordance with the DPA.

## **E. YOUR RESPONSIBILITIES**

### **YOU AGREE TO THE FOLLOWING:**

#### **1. RENT**

You must pay rent as set out in clause B6.

#### **2. TO PAY INTEREST IF YOU PAY YOUR RENT LATE**

You must pay interest at 4% over the base rate of HSBC (which we work out each day) on any rent you owe which is more than 14 days late. If we charge this interest, you will pay interest from the date you should have paid the rent until the date you actually pay.

#### **3. NOT TO WITHHOLD RENT**

You must not withhold your rent or any other amounts due under this agreement just because Get Living London is holding your deposit.

#### **4. BANK CHARGES**

You must pay any bank charges we are charged by our bank if your payment is cancelled or not paid for any reason.

#### **5. COUNCIL TAX**

You must register with the Council Tax Department of the London Borough of Newham and pay Council Tax for the term of the tenancy.

#### **6. REGISTERING FOR AND PAYING WATER, ELECTRICITY AND PHONE CHARGES**

You must register (in your name) with water, electricity and phone companies and pay all charges for these services for the term of the tenancy. When your tenancy ends, you must arrange for the utility companies to take final meter readings for these services but do not ask the companies to cut the supply off.

#### **7. CHANGING SUPPLIERS OR INSTALLING PAYMENT METERS**

You must not install any water payment meters at the premises or change water suppliers. You can change the electricity supplier and install an electricity meter at the premises as long as you agree to pay the full cost of any transfer or installation or other related charges that apply, including making good any damage caused to the premises as a result of the change. You must notify Get Living London in writing, the name and reference number of the new supplier.

Get Living London can withdraw this permission for good reason and after giving reasonable notice

#### **8. HEATING AND HOT WATER SYSTEM**

You agree to enter into a contract with the district heating operator, and to pay the charges for any room and water heating in the premises which is produced by that system. You also agree that we can forward your details to the operator of the district heating system. You cannot change the supplier of the district heating.

#### **9. SATELLITE CONNECTION**

You must pay to be connected to the available satellite routed to the building and for any extra satellite channels you choose to subscribe to (see also clause E42).

#### **10. TV LICENCE**

You must pay the TV licence fee for the term of the tenancy.

#### **11. COSTS**

You must repay our reasonable legal and other costs if we take any action against you for not paying any amounts you owe or if you do not meet any of your other responsibilities listed in this agreement.

#### **12. CLEANING WINDOWS**

You must clean, if you can safely do so, or have cleaned, all the windows on the premises (inside and out) and the glass screens on the balconies, at least once every three months and within the last 14 days of the end of the tenancy.

#### **13. REPLACE BROKEN GLASS**

You must, as soon as possible, report any incident of broken glass, including mirrors, to Get Living London and pay to replace all broken glass and mirrors if the breakage was your or a visitor's fault.



## **E. YOUR RESPONSIBILITIES CONTINUED...**

### **14. REPLACE LIGHT BULBS**

You must replace all fuses, bulbs and fluorescent tubes when you need to and make sure that all light bulbs and fluorescent tubes work at the end of the tenancy.

### **15. TAKING CARE OF THE PREMISES**

You must keep the inside of the premises and all fixtures and fittings in good and clean condition (reasonable wear and tear excluded).

### **16. DRAINS**

You are responsible for keeping all gutters, drains, toilet bowls, cisterns, basins, baths, showers, water pipes and ducts (and other fittings you have reasonable access to) free from blockages and for the cost of unblocking these if they become blocked as a result of something you have done. You must report any blockages to Get Living London as soon as possible.

### **17. QUALIFIED CONTRACTORS**

Except where Get Living London appoint a contractor, at your expense if applicable, for example, where the repair and maintenance might need specialist equipment for safety reasons, you must use an appropriately qualified contractor to carry out any of your other responsibilities to repair or maintain the premises.

### **18. REPORT FAULTS**

You must tell us as soon as possible, either by phone, email or using the my East Village intranet portal, about any repairs or faults we are responsible for. You may be legally responsible for any loss or costs which are as a result of a repair or fault you do not tell us about promptly.

### **19. ALLOW ACCESS TO YOUR HOME**

- a. During the tenancy, as long as Get Living London gives you at least one working days' notice (except in an emergency), you must allow us or our employees or contractors into the premises to:
  - inspect the condition of the premises at least twice a year;
  - carry out repairs or alterations or maintenance of plant or equipment or building work to the premises or the premises next door;
  - show the premises to possible new tenants or someone who wants to buy the premises (this only applies during the last two months of the tenancy);
  - carry out any other reasonable activity, including insurance assessment or valuation, selling the premises or raising a mortgage on the premises; and
  - carry out our legal responsibilities as the landlord.
- b. If after an inspection under clause E19a above Get Living London write to you to notify you of disrepair, the work must be carried out as shown in the letter within one month of the date of the letter. The letter will tell you if you are to do the work or if Get Living London will do it and charge the cost to you. If you do not do the work we have said is your responsibility within that month Get Living London may enter the premises and carry out the work for you and then charge you the cost of the work.

### **20. REGULATIONS FOR SHARED AREAS**

You must keep to the regulations for looking after the shared areas of any building you live in. We have attached a copy of the common regulations to this agreement (see Attachment 1).

### **21. NOT OVERLOAD ELECTRICAL CIRCUITS**

You must not damage electric wires or overload the electrical circuits by using inappropriate multi-socket electrical adaptors or extension cables which are not surge protected when connecting appliances to the mains.

### **22. CHECK SMOKE ALARMS**

You must regularly test any smoke alarms fitted in the premises in accordance with the instructions supplied in the Resident's Manual and replace any battery in an alarm which you find is not working. If replacing the battery does not result in the alarm functioning as it should, you must let us know as soon as possible.

The inventory will state if there is any alarm system fitted in the premises and where there are installed, you must test there regularly too, replacing batteries as required.

### **23. PREVENT CONDENSATION**

You must take reasonable care to heat and ventilate the premises to help prevent condensation and not switch off the Humidistat facility provided (see 3.4.1 of the Resident's Manual). If there is condensation, you must wipe it

## **E. YOUR RESPONSIBILITIES CONTINUED...**

down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.

### **24. GETTING RID OF RUBBISH**

You must keep to council recycling requirements and place waste in the appropriate bins provided. You must remove all rubbish from the premises by putting it in the designated bin bags in the relevant bin store area within your block to be collected on the relevant days.

### **25. DISPOSAL OF BULKY WASTE**

Where waste items are large or bulky and/or unsuitable for placing in the waste bins, you will be expected to inform the London Borough of Newham and comply with their procedures governing the collection of bulky waste.

### **26. PARKING**

If you rent a specific car parking space as part of this tenancy, you must keep to the conditions shown in the separate car parking agreement. If this does not apply to you but you later decide you want a car parking space, a car parking agreement must be signed before we allocate a car parking space to you. You must not store, keep or park any boat, caravan or commercial vehicle which is more than 2.2 metres high and over 3 tonnes when empty, nor carry out major repairs to any vehicle on the allocated car parking space or on any shared car park

### **27. STORAGE OF BICYCLES**

If you own a bicycle you must keep to the regulations about bicycle storage shown in this agreement and the Regulations attached to this agreement (Attachment 1). Bicycles must be stored in the secure areas provided in the car park. You must give us full details of the model and colour of your bicycle before you are given a fob to the garage and access to the secure storage area. You must not store, keep or park any bicycle on any balcony of the premises or secure any bicycle in any yard, garden or driveway of the block, or in or to the internal shared areas of the block including the landing immediately outside the front door of the premises or any bin store adjacent to the premises.

### **28. PATIO GARDEN OR BALCONY**

- a. If you have a patio, winter garden, terrace or balcony, you must keep the patio areas and paths clean and tidy and any flowerbeds, shrubs or bushes and borders as tidy and free of weeds as they were at the start of the tenancy.
- b. You must maintain any tree or shrub within the private gardens and not permit the height of any tree or shrub to exceed one and a half metres. You may be asked to pay for the replacement of any tree or shrub which may die as a result of any neglect or wilful act on your part.
- c. You may not make any alteration or addition or put up any kind of screening or temporary structure or any shed, store, greenhouse, conservatory or storage bin save for a storage box of no more than one and a half metres in height on a balcony, patio, winter garden or terrace.
- d. You may only keep flower pots and planters and garden furniture of a reasonable size and number. The items must not weight more than the bearing weight of the balcony, patio, winter garden or terrace. You should ask Get Living London about the appropriate size and weight.
- e. You must not light any fires or barbecues on a balcony, patio, winter garden or terrace.
- f. You must not keep or leave a bicycle anywhere on a balcony, patio, winter garden or terrace, or use the area for storage of any kind.

### **29. INSURANCE**

We do not provide any cover under any insurance policy arranged by us for damage or any other losses to your personal belongings or valuables. And, we do not provide cover for claims against you from other people for damage to property or personal injury that results from something you have or have not done (we call this negligence). You should arrange insurance for these risks yourself.

### **30. ACCIDENTAL DAMAGE**

You are legally responsible for any damage caused to our property, fixtures and fittings as a result of accidental damage, misuse or negligence by yourself or any person in your household or your guests. You should make sure that you have enough money set aside to cover this.

## **E. YOUR RESPONSIBILITIES CONTINUED...**

### **31. LANDLORD'S INSURANCE**

You must not do, or allow any person in your household or your guests to do, anything which may mean that any insurance we have for the premises, or the block or the plot is not valid, or do anything which would increase our insurance premiums. If you do you may have to repay all the amounts we have to pay for costs and increased premiums. We will give you details of our insurance if you ask.

### **32. HOW YOU CAN USE THE PREMISES**

You must not use the premises or the block or any part of it for anything illegal.

You must not use the premises or the block or any part of it for any registered trade or business.

You must not give or use the address of the premises or block as a registered address or office of any company, trade or business, including, by way of example only, at Companies House or on any website or in any directory.

You must not use the premises or the block or any part of it for any purpose that will breach the planning use for the premises (the planning use is residential) or in any way or of any purpose that might result in a breach of any local authority of house in multiple occupation licence granted to us respect of the premises, block or the neighbourhood.

You must not use the premises to hold any political meeting or public show or spectacle or any sale by auction

You must only use the premises as your and your dependants' home.

You must not take in lodgers or paying guests

### **33. NOT CHANGE LOCKS**

You must not change or install any locks on any doors or windows at the premises or the building, or have any extra keys cut for any locks. If you lose the keys, fobs or any other electronic device giving access to the premises or the building, or need extra keys, fobs or any other electronic device you must tell Get Living London and pay for any costs to supply and fit replacement locks or supply extra keys, fobs or any other electronic device.

### **34. ALTERING THE PREMISES**

- a. You may decorate the inside of the premises (but not the ceilings and woodwork) to a good standard in line with the method statement issued by Relationship Management.
- b. You must take appropriate care to mask and cover other surfaces or items of furniture to prevent spotting splashing or damage
- c. You must not use wall paper
- d. You must not interfere with or change any decoration or painting of any part of the outside of the premises or the block.
- e. If your tenancy is for less than three years, you will have to put the premises and décor back to their original condition when you leave. You will have to pay any costs involved in doing this and complete the work to the standard in line with the method statement. If we have to reinstate the premises, we will take the costs of doing so from your deposit based on the costs we have to pay.
- f. Clause E34e will not apply if your tenancy is for three years and you have lived there for the full term of the tenancy as long as you were given written permission to make the changes and these were made in line with the method statement.

### **35. NOT DAMAGE THE PREMISES**

You must not damage the premises or the building, or the property of any owner or other occupier of any part of the building or neighbourhood or allow anyone else to damage them. This could include damage caused by carrying in or removing furniture or other goods to or from the premises or in some other way. You must tell us about any damage to the premises or the block so that we can make repairs. You must pay the cost of making good any damage at any time caused by you or any person in your household or your guests.

### **36. NOT DAMAGE INSTALLATIONS**

You must not do anything to the electrical, lighting, hot water or heating installations or fixtures or any of the kitchen units and appliances or sanitary fittings or any other fixtures and fittings. You must not remove these items from the premises or the building.

### **37. NOT TRANSFER YOUR LEGAL RIGHTS**

- a. You must not transfer this tenancy to anyone else or give up or share any part of the premises except in the circumstances as set out in clause J1.
- b. You must not sub-let the premises.

## **E. YOUR RESPONSIBILITIES CONTINUED...**

### **38. EMPTY PREMISES**

- a. You must not leave the premises empty for any continuous period of more than 21 days, without telling us first. If you do leave the premises empty for long periods, when you get back you must flush through the water systems, (taps, showers and so on) to reduce the risk from legionella bacteria.
- b. In the event that you leave the premises empty or unoccupied for any continuous period of more than 21 days or inform us of your intention to do so as required by clause E38a above, you agree that we may have access to the premises during that period for the purposes of complying with any insurance policy we may hold in respect of the premises, the block or the building and taking such steps as may reasonably be necessary to mitigate the risk of damage to the premises during that period.

### **39. NUISANCE AND NOISE**

You must not do anything at the premises or the building, plot, shared areas or neighbourhood (including playing any radio, television or musical instrument) which causes a nuisance to or annoys us or your neighbours or which might reasonably be considered to be antisocial behaviour. In particular, you must not play any music which can be heard outside the premises between 10pm and 8am

### **40. HARASSMENT**

You and anyone visiting the premises must not harass anyone for any reason so that anyone in the building is offended and cannot live there peacefully.

### **41. NOT PLACE NOTICES ON THE PREMISES**

You must not place any sign, poster, advertisement or flag on the premises which can be seen from the outside.

### **42. NOT FIX AN AERIAL OR SATELLITE DISH**

We have already installed provision for satellite television within the blocks. You can subscribe to receive satellite television in your premises (see clause E9). You must not fix any other aerial or satellite dish on the premises or the building, or install cable television or telephone cables.

### **43. NOT FIX BLINDS OR CURTAINS TO WINDOWS**

We provide blinds and curtains. You must not fix any more blinds or curtains to the windows of the premises unless Get Living London have given you permission in writing to do so. If you are given permission, we may ask you to remove the blinds or curtains and repair any damage at the end of the tenancy.

### **44. ANIMALS AND PETS**

- a. You must not keep any animals, reptiles, insects, rodents or birds that will roam freely in the premises, block, plot or neighbourhood. You may keep small caged animals (but not dangerous or forbidden species) with prior written permission from Get Living London as long as the animal does not cause unreasonable nuisance or annoyance to any owner or occupier of any other property in the block, plot or neighbourhood. If it does, we may give you written notice to remove the animal immediately. If Get Living London do give permission they may ask you to pay an extra amount towards the deposit to cover any possible damage the animal may cause.
- b. You must not keep any cats or dogs, other than a registered assistance dog with prior written permission from Get Living London. If you are given permission we may add reasonable restrictions in the interests of the comfort, safety and convenience of other owners or occupiers of any other premises in the block, plot or neighbourhood.

### **45. OUR CONTENTS**

You must not remove the furniture, equipment and belongings shown in the inventory from the premises without first getting permission in writing from Get Living London.

### **46. SHARED AREAS**

- a. You must not block, or allow any person in your household or your guests to block, any shared passageways, hallways and staircases, or keep any bicycle, pushchair or other item in any shared area of the premises or building other than in the designated areas we have provided. You must promptly remove any object or obstruction if asked to do so by Get Living London. If you fail to do so, we will ask you to pay the reasonable cost for Get Living London to remove the item and, if appropriate, store it. If we do this, it will be at your own risk.
- b. You must not hang any clothes or other items on the outside of the premises or in any shared garden

## **E. YOUR RESPONSIBILITIES CONTINUED...**

### **47. FIXING ITEMS TO WALLS**

- a. You may fix a reasonable number of posters, pictures, photographs or small ornaments to the walls only if you use appropriate picture hooks made for that purposes and not nails, glue, sticky tape, Blu-tack or similar fixings.
- b. You must not fix any of these items to ceilings or woodwork and you must not drill into the walls. If you want to hang large pictures or ornaments, shelves coat hooks or a bracket for a television set or audio speakers which would require you to drill into the walls, you must first obtain written permission from Get Living London
- c. If you are given permission to drill into the walls you will be given a method statement with guidance on how to carry out specific tasks and not to cause damage.
- d. If your tenancy is less than three years, or you have not lived in the premises for the full three year term of the tenancy, or the decoration was not made in line with the method statement you must repair or pay the reasonable costs of repairing any damage, marks or holes caused by, or as a result of removing any fixings or not complying with 47b above.
- e. If your tenancy is for three years and you lived in the premises for the full term pf the tenancy as long as you made the changes in line with the method statement clause (d) will not apply.
- f. If your tenancy is for less than three years, you must repair or pay us the reasonable costs of repairing any damage, marks or holes caused by, or as a result of, removing any fixings or not complying with 47a above. If we have to do this, we will take the costs of doing so from your deposit based on the costs we have had to pay.
- g. Clause E47d will not apply if your tenancy is for three years and you have lived there for the full term of the tenancy as long as you were given written permission to make the changes and these were made in line with the method statement.

### **48. WASHING MACHINES AND TUMBLE DRYERS**

You cannot make any claim against us for any compensation for any loss or damage caused as a result of the washer-dryer breaking down or damaging your belongings.

### **49. CLAIMS FOR FOOD IN YOUR FREEZER**

You cannot make any claim against us for any compensation for any loss or inconvenience you suffer if the fridge or freezer (if you have either or both of these) breaks down and causes your food to defrost or become unfit to eat.

### **50. CLAIMS RELATING TO LIFTS IN YOUR BLOCK**

You cannot make any claim against us for compensation if:

- a lift in the block cannot be used or breaks down;
- you or someone else has an accident caused by a lift; or
- the lift stops working and we are not responsible for putting it right.

### **51. OTHER CLAIMS**

Unless it is covered by insurance, you cannot claim against us for compensation for:

- any damage our agents, workmen or other staff cause;
- a fault in any pipes, staircase or anything in the premises or block;
- any inconvenience you suffer when we carry out work to the premises, the block or in the neighbourhood (including work to premises next door or blocks and buildings we own nearby), such as decorating or carrying out repairs or alterations ( structural or non-structural), retails fit-out works and building development works; or
- any effect that the lift or other aspect of the block construction or insulation has on your TV or other electrical or telecommunications equipment.

### **52. NOTICES**

You must give us copies of any notices, documents, proceedings or letters which relate to the premises as soon as you receive them.



## **E. YOUR RESPONSIBILITIES CONTINUED...**

### **53. INFESTATIONS**

During the tenancy you must take reasonable measures to keep the premises free of vermin (for example, mice), fleas or parasites. If the premises become infested because of something you have or have not done, you will have to pay the appropriate costs of putting this right and cleaning any parts of the premises which are affected.

### **54. DANGEROUS SUBSTANCES**

You must not keep at the premises or any part of the property, block or neighbourhood, any dangerous fluids, fuels or materials or those which are flammable, smelly or could cause contamination, or which may not keep to fire regulations, or which may cause harm to the environment or human health.

### **55. SMOKING**

You must not smoke tobacco, electronic cigarettes or any other substance, or allow any person in your household or your guests to smoke, in the block or plot or neighbourhood shared areas including, but not limited to patios, winter gardens, balconies, entrances, lifts, corridors, stairs, internal courtyards, courtyards and roof gardens and car parking areas.

### **56. CARPETS**

You may put down loose carpets or rugs and use anti-slip mats on the floors of the premises. You must not put down carpets which are fitted using any adhesive or nails. You will have to pay the costs of repairing any damage caused to the wooden flooring as a result of you failing to keep to this clause.

### **57. PAYMENTS MADE ON YOUR BEHALF**

If someone else pays us rent on your behalf, we will use this money in relation to this tenancy only. In no circumstances will we use this money to create a new tenancy for any other person.

### **58. GIVING NOTICE AT THE END OF THE FIXED TERM**

You must give us at least one month's notice in writing when you want to end the tenancy at the end of the fixed term. The notice must not end before the last date of the tenancy set out in clause B4 and must end on the day before the rent is due. You will still be legally responsible for paying the rent and for all other responsibilities under this agreement until the notice ends and you have moved out of the premises. (To end the tenancy before the end of the fixed term, see Part I clause 5).

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

### **59. FORWARDING ADDRESS**

Just before or immediately after the tenancy ends, you must give Get Living London your new address so that we can contact you after you have left the premises to give you back your deposit or part of it (this will depend on any charges we have to take from your deposit because you have, for example, damaged part of the property). You must allow Get Living London to give this forwarding address to the council tax authority and any suppliers of electricity, fuel, water, heating and hot water, telephone services, environmental services or other similar services at the premises you are responsible for.

## E. YOUR RESPONSIBILITIES CONTINUED...

### 60. WHEN THE TENANCY ENDS

- a. You must arrange and pay for the premises to be cleaned to the same standard it was in at the beginning of the tenancy, as shown in the inventory. This includes washing or dry cleaning (including ironing and pressing) all curtains, upholstery and soft furnishings and other items set out in the inventory and cleaning any carpets shown in the inventory (if they have been marked during the tenancy), as well as all kitchen appliances (such as cookers and fridges/freezers) inside and out, all bathrooms, toilets and shower rooms, fixture and fittings. Or, you must pay a fair amount towards the cost of the cleaning. As long as you have cleaned the property to the standard given above, within an agreed time-scale and left the premises with nothing other than "fair wear and tear", we will not charge you for the extra professional cleaning needed after you have left.
- b. You must leave all our furniture and fittings (as shown in the inventory) in a good, clean condition (apart from reasonable wear and tear) in the same rooms as they were in when you moved in.
- c. We may serve a notice of repairs. If this applies you must pay us for the cost of any repair we have to pay for any damage to the premises including the repair to any wall or other surfaces on which you have hung photographs, pictures, posters and so on (see clause E47) or to our furniture and fittings (including replacing them, if necessary) if you, a member of your household or one of your guests caused the damage.
- d. You must pay the cost of redecorating any rooms or part of the premises which you decorated or changed without written permission from Get Living London.
- e. You must arrange for any electricity, heating and water meters to be read immediately before the end of the tenancy and pay any outstanding amounts you owe the utility companies who provide these services. You must also pay any telephone, internet, media companies and the council tax authority for charges up to and including the day the tenancy ends.
- f. You must arrange to return any television or other equipment or appliance you have hired or rented to the company you rented it from.
- g. You must give the premises back to us and return the keys/fobs and any car-park and secure bicycle cage fobs (if you have any) at the end of the tenancy to the place or person we have agreed with you.
- h. You must remove your personal belongings and any rubbish from the premises, block, plot or neighbourhood, and leave the premises and our furniture, fixtures and fittings in good condition. You also agree that if you leave any personal belongings in the premises at the end of the tenancy we can choose to either:
  - i. charge you rent at the rate set out in this agreement until you remove your personal belongings and hand back all the keys to the premises and the block, or
  - j. we will remove and store these items for up to one calendar month, and take all reasonable steps to contact you about this. We will not do this if it is clear that you have deliberately left the item. If the items are not collected within one calendar month, we may dispose of them and you will have to pay the reasonable costs of this, which we may take from the deposit or from any sale proceeds if this applies. If you still owe us money after doing this, you will be legally responsible for paying us this.
- k. You must pay us any extra costs we have to pay if we cannot check the inventory until you have removed your personal belongings.
- l. If your tenancy period is three years and you have lived there for the full term of the tenancy, some of the above charges may not apply because of clause E34e or E47e or any of the special terms in Part J that may apply.

## F. OUR RESPONSIBILITIES

### WE AGREE TO DO THE FOLLOWING:

#### 1. CLEANING

We will make sure the premises are in a clean and tidy condition before your tenancy starts and make sure all appliances are in good condition and working properly.

#### 2. COSTS OF PREPARING THIS AGREEMENT

We will pay all costs for preparing this agreement and any renewal documents in relation to this tenancy. You do not pay a charge for us to prepare this agreement, see clause D4.

#### 3. OTHER PAYMENTS FOR THE PREMISES

We will pay any other bills for the premises during the tenancy except any amount which you have to pay under part E of this agreement.

#### 4. RENT INCREASE

We will increase the rent every year on the anniversary of the tenancy start date in line with any increase in the Consumer Prices Index (CPI) over the last complete period of 12 months for which CPI figures have been published at least ten working days before that anniversary. Should the Consumer Prices Index decrease to a negative percentage the rent will remain at the same figure for the subsequent 12 months as has been paid in the preceding 12 months. This shall apply only to 24 month and 36 month tenancies.

Where the tenancy is for a 12 month term only the rent for any subsequent tenancy shall be in line with the then market rent of the property.

#### 5. OUR APPLIANCES

We will take reasonable steps to make sure the heating and hot water appliance, electrical appliances, and other similar mechanical appliances in the premises for which we are responsible, work properly. If they need repairing, we will do so as long as the repairs are needed as a result of reasonable wear and tear.

#### 6. REPAIRS

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 applies to this agreement. This means that we are responsible for repairing and maintaining the installations in the premises which supply water, and electricity, and any sanitary-ware (basins, sinks, baths, toilet bowls, cisterns, showers and so on), but not other fixtures, fittings and appliances for using water, or electricity. We will repair and maintain the installations in the premises for general heating, cooking and heating water. We will take account of the age and character of the premises to decide what level of repair we need to carry out.

#### 7. WHAT WE DO NOT HAVE TO REPAIR

- a. We will not have to pay to repair anything if you are responsible for the repair. We may carry out the work and charge the cost to you.
- b. We will not have to repair the premises if they are totally destroyed or damaged by a storm or flood.
- c. We will not have to repair anything which you are entitled to remove from the premises.

#### 8. QUIETLY ENJOYING THE PREMISES

We will allow you to quietly enjoy the tenancy. This means you can live in your home without any illegal interruption from us (or others on our behalf) as long as you have paid the rent and carried out your responsibilities as set out in this agreement.

#### 9. INSURANCE

We will keep the premises and our contents (if any) insured for any amounts we feel appropriate. We will insure the premises against fire and other risks normally covered by a comprehensive household insurance policy and any other risks we consider necessary.

#### 10. IF YOU CANNOT LIVE IN THE PREMISES - SUSPENDING YOUR RENT

If the insurers consider that you cannot live in the premises because it has been damaged by any insured risk and the damage is not your fault, or the damage was not the result of something you have or have not done (we call this negligence), you will not have to pay any rent until you can live in the premises again. Or, you may give us written notice to end the tenancy immediately. If you end the tenancy we will pay you any rent you have paid to us for any period after the end of the tenancy.



## **F. OUR RESPONSIBILITIES CONTINUED...**

### **11. NOT PAYING YOU COMPENSATION**

We will not pay you any compensation or provide alternative accommodation if you cannot live in the premises and we have told you that you do not have to pay us rent until you can live in the premises again.

### **12. SUSPENDING PART OF THE RENT**

If you cannot live in or use part of the premises you will not have to pay a percentage of the rent until the whole premises are fit to live in again. The calculation of this percentage will be appropriate in relation to the nature and extent of the damage.

### **13. ARBITRATION**

If Get Living London and you cannot agree on a percentage to pay under clause F12 above, we may use arbitration to sort the matter out, as long as you and we agree to do so and we both agree to share any costs involved. This clause does not affect either our or your rights to take a dispute to the courts in the usual way.

### **14. ENDING THE TENANCY AT THE END OF THE FIXED TERM**

The Housing Act 1988 says that we or Get Living London must give you at least two months' notice in writing to get the property back at the end of the fixed term of the tenancy. The notice we serve cannot end before the end of the fixed term shown in B4 of this agreement. You must leave the property at the end of the notice period.

### **15. ENDING THE TENANCY BEFORE THE END OF THE FIXED TERM**

This agreement does not allow us to end this tenancy before the end of the fixed term, unless we want to do this as a result of you breaking this tenancy agreement as shown in clauses I (1-3).

### **16. ENERGY PERFORMANCE CERTIFICATE**

We will have given you a valid energy performance certificate relating to the premises before you signed this tenancy agreement in line with the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007.

### **17. LEGIONNAIRES DISEASE**

In line with the code of practice issued by The Health and Safety Executive about controlling legionella bacteria in water systems, we confirm that we believe the property is safe and free from legionella bacteria at the start of the tenancy. See clause E38 about your responsibilities in relation to this.

## **G. INVENTORY AND CONDITION OF THE PREMISES**

### **WE AND YOU AGREE TO THE FOLLOWING:**

#### **1. PRODUCING AN INVENTORY**

We will be responsible for arranging and paying for an inventory and description of the condition of the premises.

#### **2. CHARGE FOR CHECKING THE INVENTORY**

We will be responsible for paying the charge to check the inventory at the start and at the end of the tenancy.

#### **3. CHECKING AND ACCEPTING THE INVENTORY**

We will send you a copy of the inventory electronically at the start and end of the tenancy. You will have seven working days to check the inventory, make any comments and digitally sign and return it to us. If you do not do this within seven working days we will take this to mean that you agree to the inventory and description of the condition of the premises as being a true and full record at the time it was made.

#### **4. MISSING THE INVENTORY CHECK AT THE END OF THE TENANCY**

If you do not keep an appointment to check the inventory at the end of the tenancy we will assume that you agree to accept what we find when we check the inventory.

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## H. THE DEPOSIT

The deposit will be held by Get Living London until the end of your tenancy and is protected by The Dispute Service of PO Box 1255, Hemel Hempstead, Herts, HP1 9GN. Any interest the deposit earns will belong to Get Living London.

### 1. PURPOSE OF THE DEPOSIT

We have taken the deposit for the following purposes.

- To cover any damage, or compensation for damage, to the premises, its fixtures and fittings or the building, or for missing items for which you may be legally responsible (allowing for an amount for fair wear and tear, the age and condition of each item at the start of the tenancy and insured risks and repairs that are our responsibility).
- To pay the reasonable costs of compensating us for, or for putting right, any situation where you have significantly broken your responsibilities under the tenancy agreement, including those relating to cleaning the premises, its fixtures and fittings.
- To cover any unpaid accounts for utilities or water charges, environmental services or other similar services or council tax at the premises which you are legally responsible for.
- To cover any rent or other money due under the tenancy agreement which we have made you aware of but which you have still not paid after the end of the tenancy.
- The deposit will not limit your legal responsibility under the agreement and you will still have to pay rent and other outgoings when they are due during the tenancy.

### 2. CHANGING TENANTS DURING THE TENANCY

The deposit will be dealt with under clause H3 below, at the end of the tenancy. A transfer of the tenancy under clause J1 below will not affect the way we deal with the deposit. If an outgoing tenant wishes to recover some or all of their contribution to the deposit at the point of transfer, they must make arrangements with their fellow tenants. We will have no involvement in such arrangements.

### 3. AT THE END OF THE TENANCY

- Notice of amounts we plan to take from your deposit** – within 10 working days after the end of the tenancy, Get Living London will tell you whether we plan to take any amounts from the deposit which you may be legally responsible for under the terms of the tenancy agreement.
- Giving you back the deposit** – If there is no dispute about what to do with the deposit, Get Living London will keep or repay the deposit or a percentage of the deposit, according to the agreed deductions and the conditions of the tenancy agreement. We will pay the deposit, or any balance of it, within 10 working days of Get Living London agreeing with you the amount of the deposit you will receive back. If the deposit is not enough to pay everything you owe, you will have to pay the extra amount.
- Disputes** – If you do not agree about how much deposit you should receive back, you or we can refer the matter to the tenancy deposit protection scheme for a decision. Both you and we must agree to keep to their decision. Should there be multiple tenants, each of you need to agree with the other(s) which one of you may consent on behalf of all the others to use alternative dispute resolution through the Dispute Service to deal with and dispute about the deposit at the end of the tenancy.
- Within 10 working days after receiving the notice described in H3a above, you should tell Get Living London in writing if you plan to dispute any of the deductions we are planning to take from your deposit. If there is more than one tenant, you will have to agree among yourselves to use the alternative dispute resolution (ADR) through the tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.
- Legal rights** – If no claim for alternative dispute resolution (ADR) is made within three months after the end of the tenancy, you and we will need to negotiate a settlement or use some other way of dealing with the dispute (for example, court proceedings).
- Our and your legal right to take legal action through the county court is not affected by the clauses above.
- If the amount in dispute is over £5,000, we and you must agree to formal arbitration using an arbitrator appointed by the independent case examiner (ICE). However, if we and you agree in writing, the ICE may decide to accept the dispute for adjudication. If an arbitrator is appointed, there will be an administration fee which will be fixed by the board of Tenancy Deposit Scheme. We and you will have to share the costs and the arbitrator will decide on who will have to pay any further costs.

## I. ENDING THE TENANCY

### 1. OUR RIGHT TO ENTER THE PROPERTY - KNOWN AS FORFEITURE

The Protection from Eviction Act 1977 protects you from us ending your tenancy immediately. It says we must get a court order to repossess (take back) the premises if you break the tenancy and you have failed to put right or sort out the problem in a reasonable time.

If you are not sure about your rights or you need more information to help you understand this clause, you should get advice from a solicitor or your local Citizens Advice bureau.

We are entitled to repossess the premises as outlined above, and this tenancy will end immediately, if you:

- a. do not pay all or any of the rent 14 days after it was due, whether or not we have formally asked you to pay it;
- b. do not keep to any significant agreement or major responsibility in this agreement;
- c. have a bankruptcy order made against you or your guarantor, or you transfer your estate or sign any deed of arrangement for the benefit of your creditors; or
- d. leave the premises and do not mean to return.

### 2. GROUNDS FOR GRANTING POSSESSION

A court will grant us possession if any of the circumstances mentioned in the following grounds (reasons) shown in the Housing Act 1988 (as amended by the Housing Act 1996) applies:

#### Ground 7 A

You, a member of your household, or person visiting the premises has met one the following conditions:

- a. been convicted of a serious offence (specified in Schedule 2A to the Housing Act 1985);
- b. been found by a court to have breached a civil injunction;
- c. been convicted for breaching a criminal behaviour order (CBO);
- d. been convicted for breaching a noise abatement notice; or
- e. the tenant's property has been closed for more than 48 hours under a closure order for antisocial behaviour.

#### Ground 8

At both the time that we give notice that we will start court proceedings and at the time of the court proceedings you are still:

- a. at least eight weeks behind with your rent if you pay rent every week or every fortnight;
- b. at least two months behind with your rent if you pay rent every month;
- c. at least three months behind with your rent if you pay rent every three months; or
- d. at least three months behind with your rent if you pay your rent each year.

### 3. POSSIBLE GROUNDS FOR GRANTING POSSESSION

The court might grant us possession in the following circumstances:

#### Ground 10

At both the time we give notice that we will start court proceedings and at the time of the court proceedings you owe some rent.

#### Ground 11

You have a history of often being behind with your rent.

#### Ground 12

You have broken one or more of your responsibilities under the tenancy agreement.

#### Ground 13

The condition of the premises or the shared areas of the building which the premises is part of has deteriorated because of your behaviour or that of any other person living there.

#### Ground 14

You, or someone living in or visiting the premises, have been guilty of causing a nuisance or annoying neighbours. Or, a person living with or visiting you has been convicted of using the premises, or allowing it to be used, for illegal purposes or has committed an offence which they can be arrested for in the premises or in an area near the premises.

## I. ENDING THE TENANCY CONTINUED...

### Ground 15

The condition of the furniture has deteriorated because it has been badly treated by you or someone living at the premises.

### Ground 17

We gave the tenancy to you after you or a person acting on your instructions gave a false statement.

If any of these conditions apply to you, we may re-enter the premises and the tenancy will end.

**Your Notice:** You must give us at least one month's notice in writing when you want to end the tenancy at the end of the fixed term – see clause E58. The notice must not end before the last date of the tenancy set out in clause B4 and must end on the day before the rent is due. You will still be legally responsible for paying the rent and for all other responsibilities under this agreement until the notice ends and you have moved out of the premises.

**Our Notice:** We must give you at least two months' notice in writing under Section 21 of the Housing Act 1988 to bring the tenancy to an end at the end of the fixed term of the tenancy as set out in clause B4. See clause F14.

## 5. GIVING NOTICE BEFORE THE END OF THE FIXED TERM

### TENANT BREAK CLAUSE

If you want to end the tenancy before the end of the fixed term, you may do so by giving two months' written notice to Get Living London in line with clause D3 above, as long as:

- (i) you do not give us notice within the first six months of the tenancy;
- (ii) up to the time the notice ends, you continue to pay the rent and keep to your responsibilities under this tenancy agreement;
- (iii) when the notice ends, you immediately leave the premises and the tenancy and everything in this tenancy agreement will end, except for the rights you and we have in terms of any claims in relation to the deposit or any failure by you or us to keep to our responsibilities under the tenancy agreement; and
- (iv) if there is more than one tenant, the written notice is given and signed by all tenants.

### LANDLORD BREAK

This agreement does not allow us to end this tenancy before the end of the fixed term, unless we want to do this as a result of you breaking this tenancy agreement as shown in clauses I (1-3).

## J. SPECIAL TERMS FOR THE TENANCY

### WE AND YOU AGREE TO THE FOLLOWING:

#### 1. TRANSFERRING THE TENANCY

Except during the first and last three months of the term of the tenancy, if you find someone to replace you, we will give you permission to transfer the tenancy, as long as:

- a. we or you have not served any notice under section I of this agreement (Ending the tenancy); and
- b. you have paid your rent in full and on time throughout the tenancy; and
- c. there have not already been two transfers within the tenancy term ; and
- d. the people who want to leave the premises give us a written request for permission and do not move out until they have signed a transfer agreement in our standard format; and
- e. the people who want to move into the premises pass our referencing process within 28 days from the date of your request and we otherwise consider them to be suitable; and
- f. the people who want to move into the premises comply with our requirements relating to providing a guarantor and they sign the transfer agreement; and  
all remaining tenants agree to the transfer and also sign the transfer agreement.

The law says that we cannot unreasonably withhold consent to a request to transfer the tenancy.

We reserve the right to charge a fee in relation to transferring the tenancy ( see below).

For the avoidance of doubt, we may refuse any request to transfer the tenancy which is made after the end of the term as detailed in clause B4 of this agreement.

Please note the provisions of section H above about how the deposit will be dealt with.

#### 2. SCHEDULE OF ADMINISTRATIVE CHARGES – ALL CHARGES ARE SUBJECT TO VAT AT THE PREVAILING RATE

1. If you abandon the property without giving us the proper notice £100.00
2. Rejected direct debits £25.00
3. For each month a tenancy is in arrears £25.00
4. If we have to issue a formal arrears notice £50.00 (plus legal charges)
5. If we have to issue proceedings £50.00 (plus legal charges)
6. If we have to go to Court and/or Eviction £50.00 (plus legal charges)
7. Request to add or remove a tenant to or from the agreement more than twice during the tenancy term £110.00 per change.

## **ATTACHMENT 1: REGULATIONS FOR THE SHARED AREAS OF THE BUILDING, BLOCK, PLOT AND NEIGHBOURHOOD**

**NOTE:** This attachment has been taken from the Head Lease and so we are not allowed to change the wording.

### **YOU MUST NOT DO THE FOLLOWING:**

1. You must not block any cisterns, waste or soil pipes or rubbish chutes in the building (if there are any) and you must keep them free from rubbish.
2. You must not allow any rubbish to build up in the premises or the building and you must put all rubbish in the bins or other proper rubbish containers (you must provide these) and regularly empty your rubbish into the bins within the Refuse Area. You must not pour any oil, grease paint or other substance down any drain or pipe in or around the premises which might be dangerous or damage the drainage system.
3. Between 10.00pm and 8.00am you must not:
  - a. play or use any piano, record player, radio, loudspeaker or mechanical or other musical instrument;
  - b. use any equipment or machinery of any kind (such as a vacuum cleaner);
  - c. sing loudly
  - d. make any other noise which could annoy any of your neighbours, or be heard outside the premises.
4. You must not:
  - a. hang clothes or other items outside the premises or on any part of the patio, winter garden, terrace or balcony.
  - b. place any pot, flowerpot, window box or any container of any kind on any window sill or concrete or stone ledge of the premises or the building.
5. You must not throw rubbish out of any window of the premises or shake any mat out of the windows.
6. You must not keep or bring any bird, dog or other animal into the premises or into the building, block, plot or neighbourhood, or allow any guest to do so, without first getting permission in writing from Get Living London Limited. If permission is given we still have the right to change our decision later. See clause E44.
7. You must not use or allow anyone to use any lift to carry goods or more people than the weight or number allowed, as shown in the lift.
8. You must not bring or keep on the premises anything which is or may become, in our opinion, unclean or unsightly.
9. You must not park cars in any yard, garden or driveway of the building.
10. You must not park or secure any bicycles to the internal common parts of the building including the landing immediately outside the front door of the premises or any bin store adjacent to the premises.
11. You must not burn any rubbish or refuse or light fires in the premises or any part of the building block plot or neighbourhood.
12. Except in an emergency, you must not carry out any repairs to any motor vehicle on any part of the building block plot or neighbourhood including the car park.
13. You must not wash any motor vehicle on any part of the building block or neighbourhood
14. If applicable, you must not permit any of your children, or the children of any of your invitees, to play in the block or the access areas within the block plot or neighbourhood
15. You must not leave open the entrance doors to any premises, or block.
16. You must comply with all requirements and recommendations notified to you from any competent authority in relation to fire precautions and means of escape affecting the premises, block plot or neighbourhood.
17. You must not allow anyone not known to you to access the block, plot or car parks, except for usual deliveries or attendance by contractors or others on legitimate business in the block plot or neighbourhood.

## ATTACHMENT 2: PRESCRIBED INFORMATION

**NOTE:** This attachment has been provided by the deposit protection provider

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

### The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN

Phone 0845 226 7837 / 01844262891  
Email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Fax 01442 253193  
Web [www.tds.gb.com](http://www.tds.gb.com)

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### The Landlord

Name:	<b>Landlord name</b>
Address:	<b>5 Celebration Avenue East Village London E20 1DB</b>
Email address:	<b>hello@getlivinglondon.com</b>
Phone:	<b>020 3701 7990</b>

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### The premises

Address of the property/premises to which the tenancy relates

**Property address**

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### Tenant(s) details

**Tenant name**  
**Tenant email address**  
**Tenant phone number**

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### The Deposit

- |                    |                         |
|--------------------|-------------------------|
| 1. The deposit is: | <b>£ Deposit amount</b> |
|--------------------|-------------------------|
- A leaflet entitled *What is the Tenancy Deposit Scheme?* which explains the operation of the provision contained in section 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.
  - The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*, which is attached to this document.
  - The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*
  - The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information available on: [www.tds.gb.com](http://www.tds.gb.com).



## ATTACHMENT 2 CONTINUED...

### AT THE END OF THE TENANCY

6. The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tds.gb.com](http://www.tds.gb.com).
7. If there is a relevant person (i.e anyone who has arranged to pay the deposit on the tenant's behalf) the details requested above must be provided for them, as part of the Prescribed Information.
8. The circumstances when all the deposit may be retained by the landlord by reference to the terms of the tenancy are set out in clause(s) H1 and H3 of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

The landlord certifies and confirms that the information provided is accurate to the best of his knowledge and belief, and have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

The tenant confirms that he has been given the opportunity to read the information provided. The tenant confirms by signing this document that information is accurate to the best of the tenant knowledge and belief.

The tenant confirms by signing this document that he has received the leaflet entitled *What is the Tenancy Deposit Scheme?* Explaining how the deposit is protected by the Housing Act [2004]

**Signed by the tenant:**

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**Signed by the landlord/managing agents:**

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## ATTACHMENT 3: GUARANTEE TO LANDLORD

**NOTE:** This attachment requires legal references to be used and has therefore not been written under the Plain English Campaign Crystal Mark.

### GUARANTEE TO LANDLORD

Relating to the Assured Shorthold Tenancy Agreement to which this guarantee is attached

This Guarantee is given by the Guarantor (named in Part B clause 2c of the attached tenancy agreement) to the Landlord (named in Part B clause 2a). It relates to the tenant obligations under the tenancy agreement.

### GUARANTOR'S GUARANTEE TO THE LANDLORD

In consideration of the Landlord granting the tenancy agreement to the Tenant (named in Part B clause 2b), the Guarantor guarantees to the Landlord that if at any time during the term of the tenancy granted by the tenancy agreement, or any extension of that term, the Tenant shall

- a. default in payment of rent, the Guarantor will on demand pay the rent to the Landlord, to include any increased rent subsequently agreed between the Landlord and the Tenant
- b. fail to observe or perform any of the obligations, undertakings or conditions contained in the tenancy agreement the Guarantor will indemnify the Landlord immediately on demand in respect of any losses, damages, expenses and costs incurred by the Landlord as a result of the Tenant's default which the Landlord is unable to recover from the Tenant.

### SIGNED BY [THE GUARANTOR]

This is a legally binding Agreement. Do not sign this Agreement if you do not want to be bound by it.

Where this Agreement is being signed as a "distance communication" as defined by The Consumer Protection (Distance Selling) Regulations 2000 the Guarantor shall have no right to cancel this Agreement once the Tenancy has started.

**Signed by guarantor:**

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# WHAT IS THE TENANCY DEPOSIT SCHEME? AN ADVISORY LEAFLET FOR LANDLORDS AND TENANTS

DEPOSITS@TDS.GB.COM  
WWW.TDS.GB.COM

TENANCY DEPOSIT SCHEME, PO BOX 1255, HEMEL  
HEMPSTEAD, HERTS, HP1 9GN

DRAFT

## **WHAT IS TDS?**

The Tenancy Deposit Scheme (TDS) is run by The Dispute Service Ltd. It is an insurance-backed tenancy deposit protection scheme authorised by the government.

## **TDS HAS TWO MAIN ROLES:**

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

## **WHAT IS TENANCY DEPOSIT PROTECTION?**

Tenancy deposit protection applies to all deposits for Assured Shorthold tenancies that Started in England or Wales on or after 6 April 2007. By law, a landlord or agent who receives a deposit for such a tenancy must protect the deposit.

Most residential tenancies in the private rented sector are Assured Shorthold tenancies, with some exceptions. For example, a tenancy cannot be an Assured Shorthold tenancy if:

- the tenant is a company;
- the rent is more than £100,000 a year;
- the tenancy is for a holiday let; or
- a university or college rents the accommodation to its students.

## **TENANCY DEPOSIT PROTECTION MEANS:**

- protecting a tenant's deposit with a government-authorised scheme such as TDS;
- providing the tenant with prescribed information about where their deposit is being
- protected and how it will be managed.

## **TENANCY DEPOSIT PROTECTION SCHEMES CAN BE ONE OF TWO KINDS:**

- Custodial – this is where the scheme itself holds the deposit during the tenancy.
- Insurance backed – this is where the landlord or agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that tenants will always get back the money to which they are entitled. TDS is an insurance-backed scheme.

**Each tenancy deposit scheme has its own rules setting out in detail how it operates. The TDS Rules are available from the TDS website and on request.**

## **WHAT ARE THE LEGAL REQUIREMENTS?**

These are contained in sections 212–215 of, and Schedule 10 to, the Housing Act 2004 (as amended). Tenancy deposit protection applies to money received by a landlord or agent that is meant to be held as security in case a tenant does not comply with their obligations.

The landlord or agent must comply with the initial requirements of an authorised tenancy deposit protection scheme within 30 days of receiving the deposit. To protect a deposit with TDS, the landlord or agent needs to belong to the scheme, register the deposit on the TDS tenancy database, and pay a membership subscription or deposit protection charge.

A TDS member (landlord or agent) must also give the tenant 'prescribed information'. This information is set out in the Housing (Tenancy Deposits (Prescribed Information) Order 2007. It must also be given to anyone who paid the deposit on the tenant's behalf.

The prescribed information includes the contact details of the landlord and tenant, the rented property's address, the deposit amount and this leaflet. The landlord or agent must also specify which tenancy agreement clauses say how the deposit can be used.

## **TENANTS MUST BE GIVEN THE OPPORTUNITY TO:**

- check any document the landlord provides containing prescribed information; and
- sign it to confirm the information is accurate.

## **WHAT IF THE LANDLORD OR AGENT DOES NOT COMPLY?**

A landlord or agent should protect the deposit in an authorised scheme and provide the tenant (and any sponsor) with the prescribed information within 30 days of receiving the deposit. If they don't do so, then the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to protect the deposit or repay it to the tenant. The court can also order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

A landlord who has not correctly protected a deposit cannot serve a notice to end the tenancy and regain possession of it under section 21 of the Housing Act 1988. The landlord can only serve such a 'section 21 notice' after the deposit has been repaid or after any court case about the deposit has ended.

A landlord who has not given the tenant prescribed information within 30 days must not issue a section 21 notice until the prescribed information has been given. If this takes place more than 30 days after the landlord or agent received the deposit, the tenant can still apply to court for compensation of between one and three times the deposit's value.

TDS cannot award compensation to tenants if a landlord or agent fails to comply with the law relating to tenancy deposit protection. This can only be dealt with by the courts.

## **IS MY DEPOSIT PROTECTED?**

Tenants can check if their deposit is registered with TDS by visiting [www.tds.gb.com](http://www.tds.gb.com). If tenants have received a Tenancy Deposit Protection Certificate, they should enter the code number from that certificate. Alternatively they can enter their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

If a member informs TDS that the protection of a deposit should be ended, TDS will make reasonable efforts to inform the tenant before ending the protection.

If the tenancy has not ended, the tenant (or one of the joint tenants) can object to the ending of deposit protection by phoning the TDS customer contact centre.

If the tenancy has ended and the tenant is not satisfied with the proposed split of the deposit, then the tenant can ask TDS to resolve the dispute within three months after the end of the tenancy.

## **WHAT HAPPENS TO THE DEPOSIT AFTER THE LANDLORD OR AGENT RECEIVES IT?**

The landlord or the agent will hold the deposit during the tenancy. The tenancy agreement should state who receives any interest it makes.

## **WHAT HAPPENS TO THE DEPOSIT AT THE END OF THE TENANCY?**

If there is no dispute about the return of the deposit at the end of the tenancy, the landlord or agent must pay the deposit to the tenant without delay, less any deductions that the tenant has agreed.

If there is a dispute about the return of the deposit or about proposed deductions, the parties should try to reach agreement without delay. Most disputes are resolved informally in this way. But if the deposit has not been returned to the tenant within 10 days of the tenant asking for it, any of the parties can ask TDS to resolve the dispute.

## **IF THERE IS A DISPUTE, WHAT HAPPENS TO THE DEPOSIT?**

The landlord or agent can make a payment from the deposit if:

- both landlord and tenant have agreed; or
- the court has ordered the deposit to be paid; or
- TDS directs them to send the money to TDS.

Once TDS has been asked to resolve a deposit dispute, the landlord or the agent must send the disputed amount to TDS. By this time, the landlord or agent should have paid the tenant any part of the deposit that is not an agreed deduction or in dispute.

If whoever is holding the deposit does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. This will not delay TDS in resolving the dispute. If the deposit holder cannot pay the disputed amount, for example because it has become insolvent, TDS will arrange the adjudication, pay the tenant the amount awarded by the adjudicator and make a claim to its insurers. The law requires TDS to guarantee only that the tenant receives the amount they are entitled to.

## **HOW ARE DISPUTES RESOLVED?**

The person who wishes to send the dispute to TDS can do this online or by completing a Dispute Application Form giving details of the dispute, and any relevant supporting documents.

The deposit holder must then send the disputed amount to TDS. It will copy the dispute details to the other parties and give them 10 working days to consent to TDS resolving the dispute, respond to the claim, and send in their evidence.

If all the parties agree to TDS resolving the dispute, TDS will appoint an impartial adjudicator to make a binding decision, normally within 28 days of receiving the parties' consent to resolving the dispute. If landlords and agents do not reply, they are treated as consenting. In all these cases, the adjudicator will normally make a decision within 28 days after the deadline for giving evidence.

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

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

The adjudicator's decision is final. There is no right of appeal to TDS or to the government department in charge of the tenancy deposit protection schemes.

Further details are set out in The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes at [www.tds.gb.com](http://www.tds.gb.com).

## **WHAT IF THE LANDLORD OR TENANT CAN'T BE CONTACTED AT THE END OF THE TENANCY?**

TDS cannot resolve a dispute if it cannot contact the parties to get their consent to TDS being involved. In these circumstances, the deposit holder must do the following:

- Make every practical effort – over a reasonable period of time but not for longer than it would take TDS to resolve a dispute – to contact the (ex)-tenant/landlord using information readily available.
- Assess any damage, rent arrears and any other likely deductions from the deposit as they would normally do.
- Split the deposit, pay the party who is present the appropriate amount, and transfer the amount due to the absent tenant/landlord to a suitably chosen 'Client suspense (bank) account'.

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

After enough time (usually at least six years) has passed from the last contact with the absent tenant/landlord, the deposit holder may then donate the absent party's share to a suitable registered charity – subject to a binding promise from the deposit holder that it would immediately pay from its own pocket any valid claim it later received from the beneficial or legal owner.

If the absent tenant/landlord returns within that time and seeks to dispute the allocation of the deposit, TDS may offer to adjudicate.

## **IS ADJUDICATION BETTER THAN GOING TO COURT?**

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

If TDS protects a deposit and the dispute goes to court, the disputed amount must be sent to TDS. TDS will distribute the deposit once it receives a final court order showing what is to happen to the deposit.

TDS can only resolve a dispute if the deposit has been registered with TDS. If a deposit has not been registered, the parties will have to go to court if they cannot agree a settlement.

Sometimes landlords or tenants prefer to go to court. It might be better for a landlord to go to court if they have a big claim that is well above the deposit. It might be better for a tenant to go to court if they have a counterclaim – say if they had to pay for boiler repairs because the heating did not work for several weeks. TDS cannot deal with counterclaims.

Where TDS cannot accept a dispute for adjudication, TDS will notify any other party to the dispute that this has happened. The other party to the dispute may then choose to go to court or rely on the agent's judgment if the agent is holding the deposit.

### **WHAT CAN TDS DEAL WITH?**

Using the TDS dispute resolution service is not compulsory. If either the landlord or tenant does not agree to use the service, one of them could choose to go to court.

TDS can only deal with disputes about the deposit itself, and cannot make awards that are for more than the disputed deposit. If a larger amount is disputed, you may need to go to court. TDS cannot deal with counterclaims by tenants – such as a claim for disrepair. If you are a tenant and you wish to bring a counterclaim against your landlord, you will need to go to court.

TDS cannot deal with disputes between individual tenants, or between landlords and their agents. TDS does not act as a regulator and cannot order changes in trading practices, close down businesses, or prosecute landlords or agents. However, it does try to raise standards in the private rented sector by educating tenants, landlords and agents about the cause of disputes and how to avoid them.

### **HOW MUCH DOES IT COST?**

TDS is funded by the membership subscriptions and deposit protection charges that letting agents and landlords pay. All these fees are on the TDS website.

TDS makes no charge to tenants for protecting the deposit – although landlords or agents may pass on their subscriptions to their tenants as part of the tenancy costs. There is no charge to landlords, tenants or agents for having a dispute resolved.

### **WHO CAN JOIN THE TENANCY DEPOSIT SCHEME?**

The Tenancy Deposit Scheme is open to landlords and letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS Rules – to TDS before it decides whether they can be accepted as a member, and what their subscription will be.

### **OUR GUARANTEE OF IMPARTIALITY**

TDS is overseen by a Board, which is responsible for operating and financing the business. The Board, and the TDS management, have no role in resolving disputes and cannot intervene in decisions about disputes. The scheme's Head of Adjudication is responsible for resolving disputes. The most usual method for resolving a dispute through TDS is to use adjudication but the scheme may suggest negotiation, mediation or other methods.

Adjudicators work fairly and impartially. All TDS adjudicators belong to the Chartered Institute of Arbitrators and comply with our Adjudicator Code of Conduct, which is available on the TDS website. The adjudicators make decisions without favour, based on the issues in dispute and the evidence provided.

TDS publishes breakdowns of awards in its Annual Reports. These give an overview of how Awards are split between tenants, landlords and agents. You can see the adjudicators' decision-making guidelines and some example case studies at [www.tds.gb.com](http://www.tds.gb.com).

### **DATA PROTECTION**

TDS will not use landlords' or tenants' personal data for any purpose except to operate the scheme (this includes compiling statistical data) and resolve disputes. From time to time, TDS may invite landlords or tenants to participate in surveys. If you do not wish to be contacted for survey purposes, please inform TDS by letter or email to the contact details given in this leaflet.

### **CONTACT DETAILS**

Tenancy Deposit Scheme operated by  
The Dispute Service Limited  
PO Box 1255  
Hemel Hempstead  
Herts HP1 9GN

Tel: 0845 226 7837

Fax: 01442 253 193

Web: [www.tds.gb.com](http://www.tds.gb.com)

Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

## GET IN TOUCH

Visit Welcome Office  
5 Celebration Avenue  
East Village  
London  
E20 1DB

**Call** 020 3701 7990  
**Online** [getlivinglondon.com](http://getlivinglondon.com)

Our Teams:

**Portlands**  
**Call** 020 3701 7950  
**Email** [portlands@getlivinglondon.com](mailto:portlands@getlivinglondon.com)

**Mirabelle Gardens**  
**Call** 020 3701 7985  
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