



**ASSURED PERIODIC
TENANCY
AGREEMENT**

for letting a residential dwelling house

<<PropertyAddressFullAddress>>

General Notes

1. This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on an assured periodic tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, **this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.**
2. Section 11, Landlord and Tenant Act 1985 requires the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Premises for space heating and heating water.
3. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises.
4. It is agreed by the tenant(s) that documents may also be served to them by email (when their email address is noted on this agreement). If service is made by email, the documents will be deemed served that same business day when sent before 4.30pm. If sent after 4.30pm, they are deemed served the following business day.

Note for Tenants

- **This tenancy agreement is a legal and binding contract**, and the Tenant is responsible for payment of the rent for the entire duration of the tenancy
 - If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.
-

Name of Landlord(s)

<<Landlord1AgreementName>>

Name of Tenant(s)

<<TenancyAgreementName>>

AGREEMENT

for an

Assured Periodic Tenancy

of

Address of the Premises

<<PropertyAddressFullAddress>>

From (and including): <<TenancyStartDate>>

Rent: £<<Tenant1RentAmount>>

Deposit: £<<Tenant1DepositAmount>>

**THIS IS AN IMPORTANT LEGAL DOCUMENT AND SHOULD BE KEPT IN A SAFE PLACE.
IT IS BINDING ON BOTH PARTIES THAT THE FULL PERIOD OF THIS AGREEMENT BE HONoured PER THE
TERMS AND PROVISIONS CONTAINED HEREIN.**

Throughout the following any expression of the masculine gender shall include the feminine and neuter, and any expression of the singular includes the plural. This Agreement is made on the date specified below between the Landlord and the Tenant. It is intended that the tenancy created by the Agreement is and shall be an assured periodic tenancy within the meaning of the Housing Act 1988 as amended by Part III of the Housing Act 1996. This agreement provides and includes the name and the current address of the Landlord where any legal notices are to be served per S.48 Landlord and Tenants Act 1987.

Parties:

(1)The Landlord:

<<Landlord1AgreementName>>

c/o Keith Pattinson Limited, Mercantile House, Kingfisher Way, Silverlink Business Park, Wallsend, NE28 9NY

(2) The Tenant(s):

NAME:	<<Tenant1Title>> <<Tenant1Forename>> <<Tenant1Surname>>	NAME:	<<Tenant2Title>> <<Tenant2Forename>> <<Tenant2Surname>>
PRE-TENANCY ADDRESS:	<<Tenant1FullPreBookedAddress>>	PRE-TENANCY ADDRESS:	<<Tenant2FullPreBookedAddress>>
PHONE:	<<Tenant1MobilePhone>>	PHONE:	<<Tenant2MobilePhone>>
EMAIL:	<<Tenant1Email>>	EMAIL:	<<Tenant2Email>>

NAME:	<<Tenant3Title>> <<Tenant3Forename>> <<Tenant3Surname>>	NAME:	<<Tenant4Title>> <<Tenant4Forename>> <<Tenant4Surname>>
PRE-TENANCY ADDRESS:	<<Tenant3FullPreBookedAddress>>	PRE-TENANCY ADDRESS:	<<Tenant4FullPreBookedAddress>>
PHONE:	<<Tenant3MobilePhone>>	PHONE:	<<Tenant4MobilePhone>>
EMAIL:	<<Tenant3Email>>	EMAIL:	<<Tenant4Email>>

(3) The Guarantor(s):

NAME:	<<Tenant1GuarantorTitle>> <<Tenant1GuarantorForename>> <<Tenant1GuarantorSurname>>	NAME:	<<Tenant2GuarantorTitle>> <<Tenant2GuarantorForename>> <<Tenant2GuarantorSurname>>
ADDRESS:	<<Tenant1GuarantorFullAddress>>	ADDRESS:	<<Tenant2GuarantorFullAddress>>
PHONE:	<<Tenant1GuarantorMobilePhone>>	PHONE:	<<Tenant2GuarantorMobilePhone>>
EMAIL:	<<Tenant1GuarantorEmail>>	EMAIL:	<<Tenant2GuarantorEmail>>

NAME:	<<Tenant3GuarantorTitle>> <<Tenant3GuarantorForename>> <<Tenant3GuarantorSurname>>	NAME:	<<Tenant4GuarantorTitle>> <<Tenant4GuarantorForename>> <<Tenant4GuarantorSurname>>
ADDRESS:	<<Tenant3GuarantorFullAddress>>	ADDRESS:	<<Tenant4GuarantorFullAddress>>
PHONE:	<<Tenant3GuarantorMobilePhone>>	PHONE:	<<Tenant4GuarantorMobilePhone>>
EMAIL:	<<Tenant3GuarantorEmail>>	EMAIL:	<<Tenant4GuarantorEmail>>

Particulars:

The Rent is the calendar monthly rent of £<<Tenant1RentAmount>> (or such other Rent as may be agreed by the Landlord with the Tenant or determined by a Rent Assessment Committee where appropriate) payable in advance commencing:

The tenancy begins from and including the <<TenancyStartDate>> and thereafter from month to month on a contractual periodic basis.

Any furnishings and effects included in the Tenancy will be listed in the Inventory and all such recorded items shall be deemed to be in good, sound condition, fit for purpose and free of any defect unless specifically noted otherwise.

The Tenant acknowledges that any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give that third party any rights over the property whatsoever.

Commencement and termination

1. The Landlord agrees to let and the Tenant agrees to take a tenancy of the Premises at the Rent described above and on the conditions of the Letting Provisions set out hereon ("Tenancy").
2. The Tenant may end the Tenancy at any point by giving the Landlord not less than two months notice in writing. This must be done so the tenancy ends on a day where the rent is due or the day before the rent is due.
3. The Landlord will need to serve a section 8 notice of seeking possession using one (1) or more of the grounds for possession.

Tenants wishing to vacate must email their notice to: rental.admin@pattinson.co.uk or post to: Property Management Department, Keith Pattinson Limited, Mercantile House, Kingfisher Way, Silverlink Business Park, Wallsend, NE28 9NY

4. Both the Landlord and Tenant bind and oblige themselves and their respective heirs and representatives to implement their respective parts of these presents to each other, and, in the event of any dispute arising between the Landlord and Tenant in respect of this Agreement, the same may be settled by arbitration by an Arbiter to be mutually chosen by the Landlord and Tenant. We certify that this Lease is not a Lease which gives effect to an Agreement for Lease as interpreted by the Inland Revenue in terms of the Guidance Note dated 30/6/94 referring to section 240 of the Finance Act 1994.

Rent Payments

All rent should be paid to:

Account Name: Keith Pattinson Limited

Bank: Natwest

Sort Code: 54-10-31

Account Number: 06157599

Reference: <<PropertyAddressHouseNo>> <<PropertyAddressAddress1>>

LETTING PROVISIONS

A: THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS: -

A (1) As joint and several tenants to be responsible and liable for all obligations under this agreement

A (2) The Premises and Contents:

To unconditionally accept the quality and standard of the Premises and Contents being all structures, fabric, decor and any fixtures, fittings and furnishings, whether internal or external, as seen and first inspected, examined and approved.

A (3) Rent:

(i) To pay the Rent monthly as cleared funds no later than the due date.

(ii) Where the Tenant is claiming Housing Benefit the Tenant agrees: - That all monies from the appropriate authority be paid direct to the Landlord or his Agent

(a) To Notify the Housing Benefit Department or the Local Authority in writing of any change in circumstance which may affect Benefit entitlement and immediately send a copy to the Landlord and his Agent.

(b) To indemnify the Landlord and his Agent should the Local Authority seek to claim an alleged overpayment of Housing Benefit from the Landlord or his Agent.

(c) To pay any shortfall in rent to the Landlord / Landlord's Agent from their own resources - as cleared funds no later than the due date monthly.

A (4) Outgoings:

(i) To pay all Council Tax, water rates, water service charges and any other taxes or impositions which replace them and other rates, taxes, duties, assessments and outgoings in respect of the Premises or the occupier.

(ii) To pay the cost of all gas, electricity and heating oil consumed and all telephone and internet charges incurred at the Premises during the tenancy (together with any standing charges levied by the appropriate authorities) and not to do anything to cause the disconnection of electricity, gas or telephone facilities

(iii) (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.

(iv) (If applicable) to pay to have the oil tanks filled throughout the Tenancy and to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.

(v) (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and to leave it filled no higher at the end of the Tenancy than at the commencement.

A (5) Repair and Decoration:

(i) To keep the interior of the Premises, all fixtures, fittings, electrical appliances and plumbing installations, wall and floor coverings, ceilings, doors and glass to all windows in good, clean and tenantable repair, decoration and condition throughout the period of agreement. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.

(ii) To use the Premises in a tenant-like manner and undertake minor jobs which could be reasonably expected of a normal householder.

(iii) To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.

(iv) To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.

A (6) Alterations and decorations:

Not to cut, damage, alter, rearrange, remove or interfere with any solid fixtures or physical structures of the Premises and loose or moveable contents (whether internal or external) and not to paint or redecorate or otherwise alter any aspect of the Premises without first obtaining written consent from the Landlord/Landlord's Agent to the colours and materials to be used and before the work is started.

A (7) Fixings:

Not to glue - nail - screw or otherwise fix anything whatsoever to the interior or exterior of the Premises or the contents without the Landlord's/Landlord's Agent's prior written consent. In particular this provision applies to any pictures, posters (and the like) to any walls, ceilings or doors.

A (8) TV/VCR/Audio Equipment:

The Tenant accepts that any TV / VCR / Aerial / Audio equipment left at the Premises are by courtesy of the Landlord and any defect or failure to perform will not constitute a cause for complaint. The Tenant will be responsible for the TV licence.

A (9) Drains, Gutters, Chimneys and Access:

Not to cause any obstruction to the drains or any jointly used access and to keep all drainage outlets and gutters clear of any blockage, the chimneys swept when necessary (at least annually) and any jointly used access clean and tidy and to pay any consequential remedial and reinstatement costs attendant to a default of this provision. Tenants are responsible for unblocking drains and waste pipes unless there is a structural fault.

A (10) Assigning or subletting:

The Tenant shall not, without the Landlord's consent in writing, take in any lodger or paying guest and shall not assign, underlet, lend or part with any part of the Premises at any time or for whatever reason.

A (11) Use:

To use the Premises solely as a private residence and not to use or permit them to be used for any improper, immoral or illegal purpose. Moreover, the Tenant shall not carry on or permit to be carried on upon the premises any profession, trade or business whatsoever nor do anything or suffer to be done on the premises or elsewhere anything which may be or may become a nuisance, annoyance or inconvenience to the Landlord or the Tenants or Occupiers of any neighbouring premises or which may vitiate any insurances to the Premises or increase the premium for such insurance cover.

A (12) Smoking / Vaping:

The Tenant agrees neither to smoke nor vape in or on the Premises nor to allow his invited guests or visitors to do so. In breach of this clause to be responsible for the reasonable costs or rectification of any damage caused or for any appropriate cleaning, fumigation etc., required.

A (13) Animals:

The Tenant may keep a domestic pet at the premises only with prior written consent of the Landlord such Consent not to be unreasonably withheld or delayed. Any refusal must be on reasonable grounds and confirmed in writing. Any consent granted may be subject to reasonable conditions and may only be withdrawn where it is reasonable to do so at the end of the tenancy. The Tenant agrees to return the Premises in a condition consistent with its state at the commencement of the tenancy (fair wear and tear excepted) and to compensate the Landlord for any losses or damage suffered from the keeping of a pet at the Premises.

A (14) Anti Social Behaviour:

To ensure that nothing shall at any time be done within or upon the Premises that shall offend, be a nuisance to, damage, disturb, annoy, injure or otherwise inconvenience any adjoining, neighbouring or conterminous property and / or its occupiers.

A (15) Insurances:

To ensure that nothing is done in or on the Premises which may make void or voidable any of the Landlord's Insurance Policies or which may cause an increased premium to be payable and to make good to the Landlord any loss or extra expense arising from a breach of this clause. Tenants (and occupiers) are responsible for insuring their own personal effects and belongings and are strongly advised to take out insurance with a reputable insurer for this purpose.

A (16) Security Alarm:

Where an alarm system is installed, the said system must be operational at all times when the Premises are left unattended. The security number must not be changed or passed on to any third parties.

A (17) Locks:

Not to change any door locking mechanisms to the Premises and not add any additional security devices without the specific written consent of the Landlord/Landlord's Agent.

A (18) Frost/Water Damage:

All material frost and/or water damage due to the direct negligence of the Tenant must be made good whereupon the burden of all costs shall fall to the Tenant.

A (19) Venting and Airing:

To ensure that all rooms are adequately heated and vented as appropriate to avoid damage by dampness - especially in those rooms where there are frequent periods of high humidity - i.e. kitchen, bathrooms, ensuite/shower rooms and laundry/utility rooms.

A (20) Cleaning:

(i) To clean or where appropriate wash the Premises and the contents (if any) as often as may be necessary or appropriate, thereby maintaining the original standard and quality of same.

(ii) To clean and disinfect all shower heads in the Premises every six months.

A (21) Garden:

Where a garden is included in the Tenancy the Tenant agrees to use it as a private garden only and to keep it clean and tidy properly cultivated and free from weeds and the grass regularly mown so maintaining, at least, the original standard throughout the period of agreement.

A (22) Refuse:

Not to leave any domestic or garden refuse outside the boundary of the Premises except on the day of collection

by the Local Authority and always in a properly enclosed receptacle - securely bound and correctly positioned.

A (23) Entry by Landlord/Landlord's Agent:

To allow the Landlord or the Landlord's Agent to enter the Premises at any time, without the Tenant's obligation to be present, but conditional that a minimum of 24 hours notice be given: -

(i) To inspect and examine the condition of the Premises.

(ii) To carry out repairs or maintenance as and when considered necessary or appropriate by the Landlord or Landlord's Appointee.

(iii) To grant the Landlord/Landlord's Agent access when no more than two calendar months of the agreed term remains unexpired to show prospective purchasers and/or tenants around the property. All such viewing shall be accompanied by the Landlord/Landlord's Agent who shall be required to give no less than 24 hours notice for such viewing. No request for viewing during normal daytime hours to be refused

A (24) Costs:

(i) Any costs incurred in enforcing the terms hereof (including enforcing terms after the termination of the tenancy), making good any damages, breakages, and losses to the Premises and its contents caused by the act or omission (including negligence) of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear) will be the responsibility of the Tenant.

(ii) The Tenant agrees to indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.

A (25) Interest on payments arrears:

The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this agreement remaining unpaid for more than 14 days after the day on which it became due.

A (26) Head lease:

Where the Landlord's interest is derived from another lease ("the Head lease") then: -

(a) The Tenant will observe the restrictions in the Head lease applicable to the Premises.

(b) The Premises are subject to the reservations and rights of entry in the Head lease.

A (27) Care of Contents:

Where any furnishings and effects are included in the agreement the Tenant agrees to maintain their current condition throughout but with reasonable latitude for normal wear and tear, and not to remove any such Contents, for whatever reason, from the Premises nor move them from the room in which they were originally positioned - without the prior written consent of the Landlord.

A (28) Vacation of Premises:

Not to vacate the Premises or leave them unoccupied for more than 21 consecutive days except on the expiry of the term of the tenancy and thereby having given a valid Notice to Quit. In any event, on vacation, to deliver all keys to the Landlord or his Agent and to pay rent up to the date of either vacation - the hand-back of keys or expiry of such notice whichever is the later.

A (29) Termination During the Tenancy (Statutory Grounds Only):

The Tenant acknowledges that the Landlord may seek to recover possession of the Property during the tenancy only where one or more statutory grounds for possession are satisfied, in accordance with the Renters' Rights Act 2026 and any other applicable legislation. The Landlord must serve the prescribed notice specifying the ground(s) relied upon and provide the notice period. Where required, the Landlord must obtain a court order for possession before the tenancy can be ended.

A (30) Termination for Landlord Occupation or Mortgagee Action:

The Tenant is notified that the Landlord may seek possession of the Property under statutory grounds at the relevant time, including where the Landlord intends to occupy the Property as their only principal home or the Property is subject to a mortgage created prior to the tenancy and the mortgagee is entitled to seek Possession: any such act must be carried out strictly in accordance with the statutory procedures set out in the Renters Rights Act 2026. The Landlord must serve the prescribed notice specifying the ground(s) relied upon and provide the notice period. Where required, the Landlord must obtain a court order for possession before the tenancy can be ended.

A (31) At the end of the Tenancy:

(i) At the determination of the tenancy to deliver up to the Landlord the Premises and the Contents (if any) in a clean and tidy condition and clear of the Tenant own effects. Moreover, the Tenant accepts the unconditional obligation to hand-back the subjects - all fabric, effects, fixtures and fittings to a standard equal to that which existed when occupancy first commenced save that of fair wear and tear. Failure to meet this obligation would prejudice the level of refund from the deposit/bond.

(ii) The Tenant hereby agrees that the Landlord/Landlords Agent will carry out all utilities meter readings, and a full inventory and dilapidation review sometime within 48 hours of the termination of the lease.

(iii) Before the maturity of the lease the Tenant hereby agrees to pass to the Landlord/Landlords Agent a forwarding address, any appropriate telephone and/or fax and/or E-mail number (for any deposit refund, further communication and /or use by a Government Authority and/or Utilities Supplier).

A (32) Tenant Charges

(i) Change of sharer (or other amendment to the tenancy agreement) - £50 inc VAT

(ii) The full cost from time to time of replacing lost or missing keys or where necessary the cost of replacing the locks.

A (33) Smoke Alarms

(i) To keep all smoke alarms and carbon monoxide alarms in good working order and in particular to replace all batteries as and when necessary and to check the alarms monthly to ensure that they work.

A (34) Debt Recovery

(i) The tenant(s) and guarantor(s) agree and acknowledge that their information may be passed to a debt recovery company, solicitor or similar entity at the end of a tenancy for the purpose of recovering monies owed to the landlord.

A (35) Water Supply

(i) If the Premises are vacant for a period exceeding two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

A (36) Pest Control

Tenants are responsible for preventing, treating and dealing with common household pests and infestations including (but not limited to): vermin, wasps, ants, slugs, cockroaches, bed bugs, fleas and ticks during the course of the tenancy. Any structural defects should be reported to the agent which may influence pest control.

A (37) Right to Rent

(i) To tell the Landlord and their Agent of all adult occupiers who will use the Premises as their only or main home.

(ii) Understand the Landlord and their Agent will use their personal information now, and in the future if required, to complete a Right to Rent check including providing information to the Home Office.

(iii) All adult occupiers occupying the Premises as their only or main home are named in this tenancy agreement.

(iv) All adult occupiers will at all times, have a valid Right to Rent in the UK in line with the Immigration Act 2014 and other immigration laws.

(v) Tenants agree they will indemnify the Landlord and/or the Agent for any loss suffered, including but not limited to any penalty or fine imposed by the Home Office.

(vi) Understand that occupiers are those aged 18 years or over and include but are not limited to: family members, relatives, nanny, au pair and other household staff.

(vii) Any change to any of the occupiers Right To Rent status is to be provided to the Landlord and their Agent immediately in writing.

B. THE LANDLORD AGREES WITH THE TENANT as follows: -

B. (1) Quiet enjoyment:

The Tenant shall have quiet enjoyment of the Premises against the Landlord and all persons claiming title through the Landlord.

B. (2) Keys:

To provide, from the outset of the agreement, one full set of keys to the subject. The cost of cutting any additional keys falls to the Tenant and any such extra sets must also be handed back when tenure ends.

B. (3) Contact:

Where the Landlord has not engaged the services of a Managing Agent - the Landlord agree to pass to the Tenant a contact address and telephone number upon occupancy and for use during the term of Lease. Any changes in such contact detail must also be notified to the Tenant immediately.

B. (4) Gas:

Where Gas is supplied to the property and whether or not the Landlord has engaged the services of a Managing Agent the Landlord accepts unconditional and sole responsibility for the ongoing maintenance and safety of such by a Gas Safe registered Engineer and the supply of a valid gas safety certificate.

B. (5) Mortgagee Approval:

The Landlord hereby confirms that should the property be or become the subject of a heritable security the Mortgagee has been advised and given formal approval to the letting arrangement. Proof of such must be made immediately available by the Landlord should the Tenant so request at any time. Notwithstanding the Landlord agrees that the Agent may also seek confirmation of such approval from the Mortgagee at any time.

B. (6) Repair and Maintenance:

Section 11, Landlord and Tenant Act 1985 requires the Landlord to maintain the dwelling in wind and watertight condition and to keep in repair and proper working order, the installations for the supply of water, gas and electricity and the installations in the property for space heating and heating water.

B. (7) Safety & Insurance:

The Landlord agrees that:

(i) All electrical wiring within the Premises is safe to use and will be maintained accordingly. Electrical appliances (provided by the landlord) comply with the Electrical Equipment (Safety) Regulations 1994.

(ii) The furniture and equipment (provided by the landlord) within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.

(iii) The Premises are fit for human habitation at the beginning of the tenancy and will be maintained accordingly.

(iv) They will undertake a Legionella risk assessment and, if necessary, make any required changes to the water system of the Premises.

(v) They will arrange and maintain adequate Landlord buildings insurance for the premises (and where appropriate its contents) covering the full value with a reputable insurance company.

B. (8) Ground Rent:

Any Ground Rent charges to the Premises fall solely to the Landlord

C. IT IS AGREED BY BOTH PARTIES as follows: -

C. (1) Rent Arrears/Breach of Agreement:

If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his creditors; or if any grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order for possession and at that time the tenancy shall end, but without prejudice to the Landlord's right to take any other action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy.

C. (2) Fire/Flood:

If the whole or any part of the Premises shall be destroyed or made uninhabitable by either fire or flood then unless the Tenant has broken the Letting Provisions the payment of the Rent or the appropriate part of it shall, according to the extent of the damage, be suspended until all or the appropriate part of the Premises has been reinstated and made fit for habitation

C. (3) The tenancy deposit

The deposit is to be collected by the Agent, held by the agent and protected by the Tenancy Deposit Scheme (TDS)

C (4) Interest

Any interest earned will belong to the agent

C (5) Purpose of the deposit

The Deposit has been taken to cover:

(i) Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

(ii) Any damage, or compensation for damage, to the Premises or its fixtures and fittings. The cost of replacing any missing items.

(iii) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any damage to the property or breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings, and contents.

(iv) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

C (6) At the end of the tenancy

C6.1 The Landlord/Agent must tell the Tenant within 10 working days of the final checkout inspection date if they propose to make any deductions from the Deposit.

C6.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

C6.3 In the event of multiple tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through the Tenancy Deposit Scheme to deal with any dispute about the Deposit at the end of the Tenancy.

C6.4 If, after 10 working days following notification of a dispute to the Landlord/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 be submitted to the TDS for adjudication. All parties agree to co-operate with the adjudication process.

C6.5 Deductions may be made from the Deposit according to clause C5 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.'

C6.6 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner termination of the Tenancy created by this Agreement shall be deemed to have been abandoned, provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.

C6.7 Where more than one person comprises "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.

C6.8 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.

*These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the Agent.

C. (7) Interpretation:

The paragraph headings do not affect the construction of this Agreement

C. (8) Parties:

(a) Where more than one person is named as Tenant their obligations will remain joint and several throughout the term of lease and until its determination.

(b) References to "the Landlord" include those entitled to the reversion of this tenancy.

C. (9) Rent Review:

Landlord must follow the process in Section 13 of the Housing Act 1988 for increasing the rent. It is agreed that the rent can be reviewed once per year. The Landlord must provide at least 2 months' notice of the proposed rent increase using Form 4A or such other form as may from time to time be prescribed.

C. (10) Mail:

The burden of responsibility for the ongoing arrangements for the forwarding of all mail shall fall solely to the individual parties herein - whether Landlord or Tenant.

C. (11) Central Heating/Electrical White Goods:

For the avoidance of any doubt and where such equipment is included in the agreement it is agreed that the burden of responsibility falls to the Tenant for the general caring of: the Central Heating system, any cooker, fridge, freezer, dishwasher, washing machine and all/any other electrical, mechanical or plumbing items. All must be used correctly and kept good throughout the lease. The Tenant must make good any accidental and/or physical damage sustained to or in consequence of any such mishap. The burden of responsibility for the Annual Maintenance of the Central Heating System and Boiler falls solely to the Landlord (per B6 herein).

C. (12) The Guarantor(s) (if any) Agrees With The Landlord:

(i) That during the Tenancy the Tenant will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.

(ii) Should the Tenant fail to pay the rent (or defaults in carrying out the Tenant's agreements and obligations) that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities, costs and expenses (arising out of or in connection with the Tenant's failure to pay or default) incurred by the Landlord in connection herewith.

(iii) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the Terms of the Tenancy or act, neglect or giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreement or obligations and if the Tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered.

Any liabilities accrued at the date of surrender will continue unaffected. The Guarantee will continue and apply to any extension of the Tenancy and to any Periodic Tenancy relating to the Premises to which the Landlord and the Tenant are parties.

C. (14) WE CERTIFY that there is no agreement or lease to which this lease gives effect.

D. (1) SPECIAL CONDITIONS

<<UDF1>>

<<UDF2>>

<<UDF3>>

<<UDF4>>

Annex A to Tenancy Agreement

Prescribed Information for Assured Periodic Tenancies

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

LANDLORD'S AGENT

Address: Keith Pattinson Limited,
Kingfisher Way,
Silverlink Business Park,
Wallsend, Tyne And Wear,
NE28 9NY
Telephone Number: 0191 737 1155
Email: execulets@pattinson.co.uk

TENANT(S)

Name: <<Tenant1Title>> <<Tenant1Forename>> <<Tenant1Surname>>
Pre Tenancy Address: <<Tenant1FullPreBookedAddress>>
Telephone Number: <<Tenant1MobilePhone>>
Email: <<Tenant1Email>>

Name: <<Tenant2Title>> <<Tenant2Forename>> <<Tenant2Surname>>
Pre Tenancy Address: <<Tenant2FullPreBookedAddress>>
Telephone Number: <<Tenant2MobilePhone>>
Email: <<Tenant2Email>>

Name: <<Tenant3Title>> <<Tenant3Forename>> <<Tenant3Surname>>
Pre Tenancy Address: <<Tenant3FullPreBookedAddress>>
Telephone Number: <<Tenant3MobilePhone>>
Email: <<Tenant3Email>>

Name: <<Tenant4Title>> <<Tenant4Forename>> <<Tenant4Surname>>
Pre Tenancy Address: <<Tenant4FullPreBookedAddress>>
Telephone Number: <<Tenant4MobilePhone>>
Email: <<Tenant4Email>>

RELEVANT PERSON

N/A

TENANCY DEPOSIT SCHEME

The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited
West Wing, First Floor
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG

Phone 0300 037 1000

Email: deposits@tenancydepositscheme.com Web: www.tenancydepositscheme.com

A1 Address of the property/premises to which the tenancy relates: <<PropertyAddressFullAddress>>

Details of the Deposit Holder(s)

A2 Name(s): Keith Pattinson Limited

A3 Address of the Deposit Holder: Keith Pattinson Limited, Kingfisher Way, Silverlink Business Park, Wallsend, Tyne And Wear, NE28 9NY

A4 E mail address of the Deposit Holder: execulets@pattinson.co.uk

A5 Telephone number of the Deposit Holder: 0191 737 1155

The Deposit

A6 The deposit is £<<Tenant1DepositAmount>>. The Deposit is paid by the Tenant to the Agent. The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

A7 The holder of the Deposit will register the Deposit with, and provide other required information to, the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A8 A leaflet entitled 'What is the Tenancy Deposit Scheme?' explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant.

At the End of the Tenancy

A9 The Landlord/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.

A10 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

A11 In the event of multiple tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through the Tenancy Deposit Scheme to deal with any dispute about the Deposit at the end of the Tenancy.

A12 If, after 10 working days following notification of a dispute to the Landlord/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 be submitted to the TDS for adjudication. All parties agree to co-operate with the adjudication process.

A13 Deductions may be made from the Deposit according to clause C5 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.

A14 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in 'What is the Tenancy Deposit Scheme?'. More detailed information is available on: www.tenancydepositscheme.com

A15 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?'

A16 Following sufficient time (usually at least six years) having elapsed from the last contact with the absent tenant / landlord the Member may donate the amount allocated to them to a registered charity.

A17 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner termination of the Tenancy created by this Agreement shall be deemed to have been abandoned, provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.

A18 Where more than one person comprises "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.

The Deposit Has Been Taken To Cover:

B1 Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

B2 Any damage, or compensation for damage, to the Premises or its fixtures and fittings. The cost of replacing any missing items.

B3 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any damage to the property or breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings, and contents.

B4 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

B5 Any unpaid 'Tenant Charges' (including but not limited to those detailed within clause A32 of this tenancy agreement).

All Parties Agree:

C1. Any interest earned will belong to the Agent.

C2 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.

C3 If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it.

C4 The Landlord or Agent shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant". For example, if one party is released from the Tenancy Agreement but other Tenant(s) remain. Any persons who are released as Tenant agree to relinquish all rights and claims to the damage deposit when they vacate, regardless of who initially paid it. All parties agree that only the remaining Tenant(s) will retain an interest in the Deposit.

Confirmation

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

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

SAMPLE

I confirm that I have received the current gas safety certificate (where there is a gas supply to the property), fixed wiring test, 'How to Rent' booklet and Energy Performance Certificate (EPC) prior to the signing of this agreement.

These presents partly printed, partly hand-written and partly typewritten on this and all preceding pages are subscribed to by the parties hereto and below: -

SIGNED BY THE TENANT(S):

PRINT FULL NAME(S)	<<Tenant1Forename>> <<Tenant1Surname>>	PRINT FULL NAME(S)	<<Tenant2Forename>> <<Tenant2Surname>>
SIGNATURE		SIGNATURE	
DATED		DATED	<<

PRINT FULL NAME(S)	<<Tenant3Forename>> <<Tenant3Surname>>	PRINT FULL NAME(S)	<<Tenant4Forename>> <<Tenant4Surname>>
SIGNATURE		SIGNATURE	<ESig
DATED		DATED	onTenant4Dat

SIGNED BY THE GUARANTOR(S):

PRINT FULL NAME(S)	<<Tenant1GuarantorTitle>> <<Tenant1GuarantorForename>> <<Tenant1GuarantorSurname>>	PRINT FULL NAME(S)	<<Tenant2GuarantorTitle>> <<Tenant2GuarantorForename>> <<Tenant2GuarantorSurname>>
SIGNATURE	ntorTenant1Forename>>	SIGNATURE	
DATED	ntorTenant1DateSig>>	DATED	

PRINT FULL NAME(S)	<<Tenant3GuarantorTitle>> <<Tenant3GuarantorForename>> <<Tenant3GuarantorSurname>>	PRINT FULL NAME(S)	<<Tenant4GuarantorTitle>> <<Tenant4GuarantorForename>> <<Tenant4GuarantorSurname>>
SIGNATURE	arantorTenant3Forename>> SignHe	SIGNATURE	
DATED	Signarantor	DATED	

SIGNED BY THE LANDLORD(S)/LANDLORD'S AGENT: KEITH PATTINSON LIMITED

PRINT FULL NAMES	<<UserForename>> <<UserSurname>>
SIGNATURE	
DATED	

KEITH PATTINSON LIMITED, KINGFISHER WAY, SILVERLINK BUSINESS PARK, WALLSEND, TYNE AND WEAR, NE28 9NY

Definition of Terms

"**the Act**" means the Housing Act 2004, in which the statutory requirements for tenancy deposit protection are contained.

" **Agent** " means an individual or company who lets or manages property on behalf of its owner.

An Assured Periodic Tenancy (APT) is a type of residential tenancy in England and Wales that continues on a rolling basis (month to month) rather than a fixed term.

" **Client Account** " means an account set up in a bank, building society or other financial institution specifically to hold money held on behalf of clients.

" **Company limited-by-guarantee** " means a company which is normally incorporated for non-profit making functions. It has no share capital and has members rather than shareholders. Any surpluses are re-invested in the business.

" **Department** " means the Department of Communities and Local Government (DCLG), or any other Government Department which becomes responsible for the oversight of tenancy deposit schemes.

" **Joint and Several Liability** " means that jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of the Agreement until all payments have been made in full.

" **the ICE** " means the Independent Case Examiner.

" **Landlord** " means an individual or company who lets property.

" **Member** " means an agent or landlord who has joined TDS

" **Private Rented Sector or PRS** " means the industry concerned with the letting of residential property owned by private landlords.

" **TDS or the Scheme or the statutory scheme** " means the Tenancy Deposit Scheme run by the Company for the protection of tenancy deposits and the resolution of disputes between landlords, agents and tenants concerning the return of deposits at the end of tenancies; and which has been set up in accordance with the Housing Act 2004 and under contract to the Department.

" **The Dispute Service, TDS Ltd or the Company** " means The Dispute Service Limited, a company limited by guarantee registered in England and Wales with registered number; 4851694.

" **Stakeholder** " means that no deductions can be made from the deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from TDS.

" **Tenant** " means an individual or company who holds or possesses property for a time in return for the payment of rent.