

- (1.3) The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. This means that the Agent cannot part with the Deposit except as agreed between the Landlord and the Tenant or as ordered by the Court.

If the Property is sold or where the Agent manages the Property if he ceases to manage it the Agent may pay the Deposit to a person who is a member of the Tenancy Deposit Scheme (operated by the Dispute Service) to arrange to protect it under one of the other authorised tenancy deposit protection schemes even though the Agent holds the Deposit as stakeholder.

- (2) The Deposit as security for the Landlord in respect of:-
- (a) Any instalment of rent or any other monies payable under this Agreement which may be due but remain unpaid.
 - (b) Reasonable compensation for any damage to the Premises or the fixtures and fittings which the Tenant may be liable.
 - (c) Any unpaid accounts for electricity or gas consumed by the Tenant in the Premises and any unpaid telephone charges (if one is installed).
 - (d) Reasonable compensation for any other breach on the part of the Tenant of the Tenant's agreements and obligations under this Agreement.
 - (e) Any sum repayable by the Landlord to the local authority where housing benefits have been paid direct to the Landlord by the Local Authority.
 - (f) Any costs, expenses, charges or other monies payable by the Tenant to Landlord under this Agreement.
- (3) Any interest earned on the Deposit will belong to the Landlord.
- (4) Without prejudice to sub clauses (5) and (6) the Deposit shall be returned to the Tenant after the Tenant has vacated the Premises, following the expiration or determination of the Tenancy but after deducting all such rent monies, loss expenses and sums referred to in sub-clause (2) (if any).
- (5) Where the Tenant has been in receipt of housing benefit if at any time during the Term they have been paid direct to the Landlord by the Local Authority, the Landlord reserves the right withhold the Deposit until such time as the Landlord is satisfied that no part of such benefits are repayable to the local authority.
- (6) The Landlord reserves the right to withhold the Deposit until the Landlord is satisfied that any charges payable by the Tenant in respect of water, gas , electricity or telephone for the Premises have been paid in full.
- (7) At the end of the Tenancy the following provisions shall apply:
- (a) The Agent must tell the Tenant within 20 working days of the end of the tenancy if they propose to make any deduction from the Deposit.
 - (b) If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
 - (c) The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The period may not be reduced to less than 14 days. The Scheme's Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
 - (d) If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to (e) below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
 - (e) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by paragraphs (a) to (c) above

If the Property is sold or where the Agent manages the Property if he ceases to manage it the Agent may pay the Deposit to a person who is a member of the Tenancy Deposit Scheme (operated by the Dispute Service) or arrange to protect it under one of the other authorised tenancy deposit protection schemes even though the Agent holds the Deposit as stakeholder.

8. The Tenant agrees with the Landlord as follows:-

- (1) (a) To pay the rent according to the terms of this Agreement
- (b) In the event of any instalment of rent or any other monies payable, whether requested or not, under this Agreement remaining unpaid upon its due date will carry a charge of £25.00 for every two week period that it remains unpaid, unless a prior arrangement is made.

- (c) If so required the rent shall be paid by bank standing order into such account as the Landlord shall direct.
- (2) To use the Premises in a Tenant like manner and to take reasonable care of the Premises fixtures and fittings and to keep the same in a clean condition.
- (3) To keep the interior of the Premises and the fixtures and fittings in good repair and condition throughout the term (excepting only those installation which the Landlord is liable to repair under section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (fair wear and tear excepted and damage by fire or any other risk against which the Landlord insures unless the same shall result from any fault or negligence of the Tenant or any other person residing or sleeping in or visiting the Premises).
- (4) To make good or if so required by the Landlord, pay the reasonable costs of any damage to the Premises caused by the act or omission of the Tenant or any other person residing or sleeping in or visiting the Premises for whom the Tenant is responsible and also to make good all such items of the Fixtures and Fittings as shall be broken lost, stolen, damaged or destroyed during the Term due to the fault or negligence of the Tenant or any one for whom the Tenant is responsible (damage by fire or any other risk against which insurance is effected excepted, unless the same shall result from any fault or negligence on the part of the Tenant or any other person residing or visiting or sleeping in the Premises).
- (5) To permit the Landlord or the Landlord's agents and all other persons authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times (upon giving at least 24 hours notification of their intention to do so except in the case of emergency) to enter upon the Premises and to examine the condition of the same and the Fixtures and Fittings or for the purpose of inspecting repairing maintaining decorating improving or altering the same or to maintain, repair, alter, improve or rebuild any adjoining or neighbouring property or to maintain repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by Law.
- (6) Not to do anything as a result of which the policy of insurance on the Premises or on the Fixtures and Fittings may be cancelled which results in the rate of the premium on any such policy being increased and to repay to the Landlord all sums from time to time reasonably paid by way of increase premium and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision.
- (a) Not to assign the Tenancy or the Premises (such approval not to be unreasonably withheld).
- (b) Not to underlet or part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises.
- (c) Not to take in lodgers or paying guests.
- (8) To permit the Premises to be viewed at all reasonable times upon previous appointment made by any person who is, or is acting on behalf of a prospective purchaser or Tenant of the Premises who is authorised by the Landlord or the Landlord's agent.
- (9) (a) Not to use the Premises for any illegal or immoral purpose.
- (b) Not to store or bring on the Premises any articles of a specially combustible, inflammable or dangerous nature (other than usual household items).
- (10) (a) Not to do upon or in connection with the Premises anything which may be a nuisance or annoyance or inconvenience to the occupiers of any neighbouring or adjoining or adjacent property or the owners or occupiers thereof.
- (b) Not to hold or conduct any social gathering and not to play or use a piano, gramophone, stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to cause or likely to cause any nuisance or inconvenience to the occupiers of any neighbouring or adjoining or adjacent property or the owners or occupiers thereof.
- (11) To pay all council tax and water charges payable in respect of the Premises and all charges in respect of gas and electricity consumed on the Premises, all charges in respect of any telephone installed in the Premises and the television licence fee or (as the case may be) a fair proportion where the same are used in common with other people.
- (12) Not to keep any birds or animals or any other pets on the Premises except with the Landlord's prior written consent such consent not to be unreasonably withheld. Any such consent may be withdrawn for good reason.
- (13) To use the Premises for the purpose of a private residence only and for no other purpose.
- (14) (a) Not to install or change any locks in the Premises without the Landlord's prior consent (such consent not to be unreasonably withheld).
- If any lock is installed or changed in the Premises without the Landlord's consent then to forthwith remove the same if so required by the Landlord's and to make good the resulting damage.
- (15) Not to keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the Premises.
- (16) Not to remove any of the Fixtures and Fittings from the Premises or store the same in the basement or cellar (if any) and upon vacating the Premises to leave the same in the same places in which they were on the Commencement Date.
- (17) To notify the Landlord promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures and Fittings which the Landlord is responsible for repairing.
- (18) Not to make any alterations in or additions to the Premises without the Landlord's prior written consent such consent not to be unreasonably withheld

(19) Not without the prior consent of the Landlord to decorate the Premises (other than the redecorating of the interior of the Premises with the same colour and quality of paint as the Premises were decorated with as at the Commencement Date) such consent not to be unreasonably withheld

(20) Before leaving the Premises vacant at any time otherwise than for short periods during the tenancy to ensure that the stop cock is turned off and that the gas and electricity supplies are turned off at the mains.

(21) Not to tamper or interfere with or alter the electrical or gas systems installations or meters in or serving the Premises.

(22) To keep the Premises (including any garden or yards) in a clean and tidy condition throughout the Term including keeping the windows clean both inside and out.

(23) Not to place or exhibit any aerial satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same so as to be visible from the exterior.

(24) To pay to the Landlord all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisers) (i) in respect of the recovery from the Tenant of any rent or any other money which is arrears (ii) the enforcement of any of the provisions of this Agreement (iii) the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether in any case the same shall or shall not result in court proceedings.

(25) To take all appropriate precautions including any such as may be reasonably required from time to time by the Landlord to prevent damage occurring to any installations in the Premises which may be caused by frost including providing adequate heat.

(26) To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of dustbins to ensure that all rubbish is placed and kept inside plastic bin liners inside such dustbins.

(27) To comply with all local authority requirements relating to refuse disposal and recycling

(28) To ensure that all rooms comprised are kept properly ventilated.

(29) To forthwith forward to the Landlord any post or notices addressed to the Landlord.

(30)(a) To forthwith arrange for all accounts for gas, electricity, and telephone for the Premises to be transferred into the name of the Tenant.

(b) To ensure that the final readings are taken in respect of the gas, electricity and telephone supplies to the Premises immediately before the Tenants vacate the same.

(31) Not to do anything which is a breach of any HMO Licence affecting the Premises

(32) To deliver the Premises and Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's agreements and obligations and to deliver all the keys from the Premises to the Landlord.

(33) I/we consent to the disclosure of information concerning any of us to the Landlord by any utility supplier, local authority or educational institution which is relevant to the tenancy or the Property. I/we consent to the disclosure of information concerning any of us by the landlord to any prospective landlord, credit rating agency; tenants reference agency, utility service, local authority, or educational institution which relates to the tenancy or the Property

9. The Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing the agreements and obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under through or in trust for the Landlord.

10. IT IS AGREED as follows:-

(1) Any agreements or obligation on the part of the Tenant (however expressed) to do or not to do any particular act or thing shall also be constructed as an obligation on the part of the Tenant not to permit or allow the same.

(2) This agreement shall take effect subject to provisions of section 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). This makes the Landlord responsible for the structure and exterior of the Premises and for the installation of the supply of water gas and electricity at the Premises and for space heating and lighting

(3) The Landlord shall be entitled to have and retain keys for the Premises.

(4) The Landlord shall be entitled to make a reasonable charge to the Tenant if the Landlord is required to call by reason of the Tenant losing any key or being locked out for any reason or if any cheque given by the Tenant has been dishonoured or if the Landlord has to replace any lock or key in consequence of the Tenant losing any key or having the same stolen.

(5) If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord insures then rent shall cease to be payable until the Premises are reinstated and rendered habitable.

(6) Where the Landlord is entitled to do anything at the cost or expense of the Tenant or make a charge to the Tenant (however expressed) the Tenant shall pay the amount incurred to the Landlord within 14 days of a written demand or the Landlord may deduct the same from the Deposit in accordance with clause 6(2).

(7) Reference to the "Premises" include reference to any part of the Premises and the curtilage of the same and references to the Fixtures and Fittings including reference to any of them or any substituted item

(8) Reference to the "Term" or "the tenancy" include any extension or continuation thereof or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.

(9) Where the expression "the Tenant" comprises more than one person the obligation on the part of such persons shall be joint and several.

(10)References in this Agreement to "water charges" include references to sewage and environmental service charges.

(11)The provisions of section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

(12) "The Tenant" includes any permitted assignee of the tenancy

(13) "The Landlord" includes any successor to the Landlord

11.The Landlord notifies the Tenant pursuant to section 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is :-

Oasis Properties
39 Otley Road
Headingley
Leeds
LS6 3AB

12.If at any time (i) 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 (ii) if any agreement or obligation on the Tenant's part shall not be performed or observed or (iii) if any of the circumstances specified in grounds 8, 10, 11 or 12 in schedule 2 to the Housing Act occur, then the Landlord may re-enter upon the Premises and thereupon the tenancy shall be determined but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant's agreements and obligations. This right of re-entry must not be exercised by the Landlord without a Court Order whilst anyone is residing in the Premises or whilst the tenancy is an assured tenancy.

AS WITNESS the hands of the parties or their duly authorised agents the day and year first before written.

Signed on behalf of the
Landlord

Signed by the
Tenant(s)