

- any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
- any accidental damage caused by the Tenant, his visitors, his family, his contractor or any licensee regardless of the cause;
- any sum repayable by the Landlord or the Agent to the local authority where housing benefit or Local Housing Allowance has been paid direct to the Landlord, or the Agent, by the local authority;
- any other breach by the Tenant of the terms of this Agreement;
- any installment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any unpaid account or charge for water including sewerage and environmental charges, electricity, gas or other fuels used by the Tenant in the Premises;
- any unpaid council tax;
- any unpaid telephone charges.

6.8 The Tenant shall not be entitled to withhold the payment of any installment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.

Protection of the Deposit

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

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

Tel 0845 226 7837
Email deposits@tds.gb.com
Fax 01442 253193

At the end of the Tenancy

6.10 The Agent must tell the Tenant as soon as practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.

6.11 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. If agreement cannot be reached any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication up until ninety days after the end of the Tenancy, after which time the TDS will not adjudicate in any dispute.

6.12 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 6.10 and 6.11 above.

6.13 The Head Tenant will be responsible for dealing with the return of the Deposit. All correspondence will go to the Head Tenant and it will be their responsibility to pass this information on to the rest of the group forming the Tenant. The Deposit will be returned to the Head Tenant, who will hold it in trust for the other persons forming the Tenant. The Deposit will be paid into the Head Tenant's given bank account unless the persons forming the Tenant all inform the Agent in writing prior to the end of the Tenancy of an alternative arrangement.

Initials: _____ (**Landlord**) _____ (**Tenant**)

**NAME AND
ADDRESS**

IMPORTANT NOTE

Once this Agreement has been signed, the Tenant must pay the Stamp Duty Land Tax for this Agreement to the Stamp Office, if any Stamp Duty Land Tax is due. Failure to pay the Stamp Duty Land Tax within 30 days could result in a fine. Further information can be obtained by telephoning 0300 200 3510 or the website (see Definitions).

Initials: _____ **(Landlord)**

_____ **(Tenant)**

PRESCRIBED INFORMATION

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

A.1 Address of the Premises to which the Tenancy **PROPERTY ADDRESS**

Details of the Deposit Holder(s)

A.2 Name(s)	College and County Ltd
A.3 Actual Address	9-10 St Clements Oxford OX4 1AB
A.4 Email address (if applicable)	info@collegeandcounty.biz
A.5 Telephone	01865 722722
A.6 Fax number (if applicable)	

Details of Tenant(s)

A.7 Name(s)	TENANT DETAILS
A.8 Address(es) for contact after the Tenancy ends (if known)	TENANT DETAILS
A.9 Email address	TENANT DETAILS
A.10 Mobile Number	TENANT DETAILS
A.11 Fax number (if applicable)	TENANT DETAILS

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

The Deposit

A.12	The Deposit is	£DEPOSIT
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A.13 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 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 the 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A.14 A leaflet entitled *What is the tenancy deposit scheme?* Explaining how the Deposit is protected by the Housing Act 2004 is attached to this document for the Tenant by the person holding the Deposit being College and County.

Initials: _____ **(Landlord)** _____ **(Tenant)**

At the end of the tenancy

- A.15 The Deposit will be released following the procedures set out in clauses 6.1 to 6.14 of the Tenancy Agreement attached.
- A.16 Deductions may be made from the Deposit according to clauses 6.1 to 6.14 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.
- A.17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the tenancy deposit scheme?* Which is attached to this document. More detailed information is available on www.thedisputeservice.co.uk.
- A.18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant or the Tenant is unable to contact the landlord or the Agent. Under these circumstances the Member must do the following:
Make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the former tenant or landlord using information readily available.
Determine dilapidations. Rent arrears and any other prospective deductions from the Deposit as they would normally do.
Allocate the Deposit, pay the party who is present as appropriate, and transfer the amount due to the absent Tenant or Landlord to a suitably designated "Client Suspense (bank) Account".
- A.19 A formal record of these activities should be made supported by appropriate documentation.
- A.20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent Tenant or Landlord, the Agent may then donate the amount allocated to them to a suitable registered charity; subject to an undertaking that any valid claim subsequently received by the Agent from the beneficial or legal owner would be immediately met by the Agent from its own resources.
- A.21 Should the absent Tenant or Landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

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

Signed by the Tenants: _____

Signed by the Landlord/Agent: _____

**The Deposit is safeguarded by the Tenancy Deposit Scheme which is administered by:
The Dispute Service Ltd
PO Box 1255
Hemel Hempstead
Herts HP1 9GN**

Phone 0845 226 7837

Web www.thedisputeservice.co.uk

Fax 01442 253193

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

Initials: _____ (Landlord) _____ (Tenant)