



**XENIA
LETTINGS**

Assured Shorthold Tenancy Agreement

This Agreement is subject to any manuscript amendments following negotiation between the Landlord and Tenant in relation to this Property. Such amendments will be signed or initialed by the parties prior to the grant of this tenancy.

The Tenant understands that the Landlord will be entitled to recover possession when the Tenancy Period ends.



Tenant 1 Details (Lead Tenant)

Full Name:

Home Address:

E-mail:

Tel:

Tenant 2 Details (if applicable)

Full Name:

Home Address:

E-mail:

Tel:

Contact Details to be used at End of Tenancy (This will be the lead tenant):

Home Address (UK/International):

E-mail:

Tel:

Guarantor Details 1:

Full Name:

Home Address (UK):

Email:

Tel:

Guarantor Details 2 (If applicable):

Full Name:

Home Address (UK):

Email:

Tel:

Prescribed Information for Assured Shorthold 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.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited

West Wing, First Floor

Maylands Building

200 Maylands Avenue

Hemel Hempstead

Herts HP2 7TG

Phone 0300 037 1000

Email deposits@tenancydepositscheme.com

Web www.tenancydepositscheme.com

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.

(c) 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 accompanies this document.

(d) 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?*

(e) 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 is available on: www.tenancydepositscheme.com.

(f) 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.tenancydepositscheme.com.



(i) THE DEPOSIT

The amount of the deposit paid is £

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES

(iii) DETAILS OF THE LANDLORD(S)

Name(s) :

Address

C/O Xenia Lettings Ltd, Bank House, Old Market Place, Altrincham, WA14 4PA

E mail address: Contact@xenialettings.com

Telephone number: 0161 974 3575

(iv) DETAILS OF THE TENANT(S)

Name:

Address (Lead Tenant)

E mail address:

Mobile number:

Contact details for the tenant(s) to be used at the end of the tenancy

Name:

Address

E mail address :

Mobile number :



Please provide the details requested in (iv) for each tenant (there is a continuation sheet for this purpose).

(v) RELEVANT PERSON'S CONTACT DETAILS

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

(vi) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause(s) A 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.

(vii) CONFIRMATION

The landlord certifies and confirms that:

- a) the information provided is accurate to the best of my/our knowledge and belief and
- b) I/we 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.

Signed by or on behalf of _____ 03A0
the landlord



The tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the tenant(s)

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.



Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)

Tick one of the following:

- The information below relates to a Tenant
- The information below relates to a Relevant Person

First line of address of the property to which the tenancy relates

(iv) CONTACT DETAILS

Name:

Address

E mail address:

Mobile number:

Details of the Tenant(s) contact details to be used at the end of the tenancy

*(This section only needs to be completed for a tenant, **not** a relevant person)*

Name :

Address



Please provide the details requested for each tenant and each relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.

Draft



Xenia Lettings Limited - Company number 08694479

Xenia Lettings Ltd (08694479)	Bank House, Old Market Place, Manchester, WA14 4PA	
I / Me (Tenant(s))		
Guarantor(s)		
Building		
Room Number		
Room Type		
Tenancy Period	Beginning on:	Ending on:
Contract Length in weeks		
Price Per Week		
Tenancy Type		
Holding Deposit		
Security Deposit		



By signing this agreement, you;

confirm that you are enrolled as a student(s) in higher education.

Xenia Lettings Ltd agrees to grant and the tenant agrees to take the tenancy of a;

with the use of the Shared Area and Common Areas within the Building to be allocated at the start of the Tenancy.

1. on an Assured Shorthold Tenancy,
2. at the stated Rent,
3. for the stated Tenancy Period; and
4. subject to the Tenancy Conditions set out on the following pages.

I have paid a Holding Deposit of £

At the beginning of the Tenancy Period £ will be required to be topped up to £250.00 and will become the Security Deposit.

I accept my 'Holding Deposit' is none refundable in the event that I do not meet the verification requirements as outlined in the terms and conditions of booking.

5. The tenant is not permitted to park any cars or motorcycles within the grounds of the property under this agreement. This clause may be superseded by a separate agreement which grants the use of such parking facilities.
6. The Flat/ Room and the Shared Area are furnished in accordance with the inventory at Schedule 2 (To be provided upon check in).
7. Deductions from the Security Deposit may only be made under clause A, breaches of the agreed terms.
8. I am responsible for: -
 - a) Ensuring my guests and visitors comply with all the obligations and restrictions in this Tenancy Agreement that apply to me;
 - b) and any damage caused by my guests or visitors.
9. I agree to keep to the House Rules set out in Schedule 3 and any additions or revisions issued by Xenia Lettings Ltd from time to time, for the proper management of the Building.
10. In taking any action or decision, Xenia Lettings Ltd will always act reasonably.
11. Any terms beginning with a capital letter are either defined above or in Schedule 1
12. Xenia Lettings Ltd certifies that the information relating to the Security Deposit in this Agreement is accurate to the best of its knowledge and belief.

Tenancy Conditions

A. My obligations to Xenia Lettings Ltd

Financial Matters

A1 I agree to pay the Rent in full for the whole Tenancy Period, in the instalments and on the dates stated on page 9, whether or not I receive a formal request from Xenia Lettings Ltd

A2 I agree to pay the following extra sums, as rent: -

1. where I have failed to clean the Flat / Room or the Shared Area or have caused damage, the reasonable costs of cleaning, redecoration, repair and replacement, in accordance with clause A9;
2. any costs reasonably incurred by Xenia Lettings Ltd or the Landlord arising from my breach of this Tenancy (including legal fees and court costs);
3. interest on any overdue sum at the annual percentage rate of 3% above the Bank of England base rate to the amount of rent that remains unpaid at the end of that day, calculated from the due date until actual payment date.
4. any reasonable administration fees for contractual adjustments as allowed for in The Tenant Fee Act 2019, Schedule 1 Subsection 6 (Permitted Payments, Payment on variation, assignment or novation of a tenancy).

A3 I am responsible for obtaining a License for any television in the Room, and (jointly with the other tenants of the Flat / Room in the Shared Area.

Condition and maintenance

A4 I accept the Flat / Room, the Shared Area, the Room Items and Shared Items as being present and in good repair and condition as per the provided Inventory (To be provided upon check in), unless I inform Xenia Lettings Ltd to the contrary in writing within 48 hours of moving-in.

A5 I will use the Flat / Room, the Shared Area and all Room Items and Shared Items carefully and keep them in at least as good a condition as was at the start of the Tenancy. I am not responsible for: -

1. fair wear and tear caused by normal use;

2. any matters that are Xenia Lettings Ltd responsibility under section 11 of the Landlord and Tenant Act 1985; nor
3. any damage covered by Xenia Lettings Ltd insurance policy for the Building, unless said damage has been caused by malicious damage by the tenant.

A6 I will not: -

1. mark or change the decorative finish of the Flat / Room or Shared Area;
2. make any alteration to the fabric or surfaces of the Flat / Room or the Shared Area;
3. apply sticky tape or 'blu-tack' or similar adhesive on the walls;
4. stick pins, nails or screws into the walls.
5. flush sanitary items down the toilet;
6. pour oil or grease down the drains nor do anything else likely to block or harm the drains;
7. remove any Room Item or Shared Item.

A7 I will keep the Flat / Room and the Room Items hygienically clean and tidy throughout the Tenancy Period. I will, jointly (if applicable) with the other tenants of the Flat/Room, keep the Shared Area and the Shared Items hygienically clean and tidy throughout the Tenancy Period.

A8 I am responsible for any damage I cause to the Building (including the Room, the Shared Area, the Room Items and Shared Items and all furnishings, fixtures and fittings) other than damage covered by Xenia Estates Ltd insurance policy for the Building.

A9.1 If: -

1. the Flat / Room, the Shared Area or any Room Item or Shared Item is not hygienically clean and tidy; or
2. there has been damage to the Room (including smoke/Pet damage), the Shared Area or any Room Item or Shared Item for which I am wholly or partly responsible; or
3. I have caused a blockage of the drains by breaching clause A6; or
4. I cause damage to any other part of the Building (including any furnishings, fittings or equipment),

A9.2 I agree that at any time during and at the end of the Tenancy Period Xenia Lettings Ltd may:

1. make a charge for the reasonable costs of cleaning, redecoration, and repair of the Building (including the Flat/Room and the Shared Area) and of cleaning, repair and, where necessary, replacement of any broken doors, windows or furnishings, fittings and equipment; and



2. deduct such charge from the Security Deposit under the rules in clauses H and I; and if there is a shortfall, I will pay the balance within 10 working days of notification of the shortfall.

A10 Where I am responsible for a charge jointly with others, Xenia Lettings Ltd will assess the proportion for which I am responsible.

A11 I will not attempt to carry out any repairs but will report any damage as soon as possible.

Use

A12 I will move into the Flat / Room within 14 days of the start of the Tenancy Period, or otherwise notify Xenia Lettings Ltd.

A13 Only I am allowed to live in the Room/Flat. I will not assign the Tenancy nor sublet the Room nor allow others to share or occupy it.

A14 I will only use the Flat/ Room and the Shared Area for private residential purposes.

A15 I will inform Xenia Lettings Ltd if I am likely to be absent from the Flat/ Room for more than 48 hours (I appreciate this is important for fire safety and security reasons).

A16 I will inform Xenia Lettings Ltd immediately if I cease to be a student in higher education; and I will pay (or indemnify Xenia Lettings Ltd for) any Council Tax charge that may be imposed as a result. I will obtain a certificate of exemption from the Local Authority should the Building not be deemed as student Accommodation by the Local Authority. Such certificate of exemption will be provided to Xenia Lettings Ltd within 6 weeks of my check in date. If such certificate of exemption is not available from the council I will notify Xenia Lettings Ltd of this.

Conduct

A17 I will not smoke anywhere in the Building, nor on the roads, paths or pavements immediately outside the Building.

A18 I will not bring into or keep any of the following in the Building, including the Flat/Room:-

1. animals;
2. illegal drugs or substances whether for my own use or otherwise unless prescribed by a medical practitioner;
3. weapons or imitation weapons;
4. Liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heater or cookers;

5. anything which burns with a naked flame or smoulders, such as candles, oil lamps, or incense burners;
6. any furniture or electrical equipment that does not comply with current British Standards and statutory regulations;
7. Bicycles (except in areas designated by Xenia Lettings Ltd).

A19 I will not do any of the following in the Building: -

1. anything unlawful;
2. anything which may cause a nuisance, or disturb or annoy neighbours within or beyond the Building;
3. prepare food other than in the kitchen;
4. use a deep-fat fryer;
5. play any radio, music player, television or musical instrument or sing in a way that may be a nuisance or disturb or annoy neighbours within or beyond the Building or be heard outside the Room between 11pm and 9.00am;
6. harass or threaten harassment on the grounds of race, colour, religion, sex, sexual orientation or disability;
7. be violent or abusive or act in an intimidating manner, or threaten to do so;
8. tamper with fixtures, fittings and equipment including, without limitation space heating and lighting equipment, kitchen and bathroom fittings and equipment, fire safety equipment, fire doors and restrictors on the windows
9. Smoke within the room, nor allow any guest or visitor to smoke within the room/building

A20 I will only display notice, posters or similar articles on the notice boards (if any) provided.

A21 I will obtain Xenia Lettings Ltd prior written approval to any party or meeting of more than 6 people. I will ensure that all gatherings arranged by me or taking place in the Building respect the terms of this Tenancy Agreement.

A22 I will not dry items of laundry on the heaters within the Flat/Room, nor hang them so as to be visible from outside the Building.

A23 I will not compromise the security of the Building by leaving windows open when not in the Flat / Room, leaving security doors open or 'on the latch' or allowing unauthorised visitors to tailgate.

A24 I will not obstruct Common Areas.

A25 I will remove all rubbish from the Flat/ Room and Shared Area at least once every week and dispose of it in the area designated by Xenia Lettings Ltd.



A26 Unless I have paid for a car park space under a separate agreement as per page 10 point 5 of this agreement, I will not park at the Building. I accept that any unauthorised vehicles may be subject to a standard car parking charge of £75 per day, and I accept this charge on behalf of any visitors I am responsible for.

Insurance

A27 I will not knowingly do anything which might invalidate any insurance policy for the Building or its contents or which might entitle the insurers to refuse to pay out any part of an insurance claim, or which might increase the insurance premium. A copy of the insurance policy is available upon request.

A28 I am responsible for insuring my own belongings.

Access

A29 I will allow Xenia Lettings Ltd and their respective employees, Agents and contractors access to the Flat/Room at reasonable times on not less than 24 hours' written notice (except in emergency):-

1. to inspect the condition of the Flat/Room, the Shared Items and the Room Items;
2. to carry out works to the Building, whereby access may be required to the Flat/Room to carry out such works;
3. to perform its obligations under this Tenancy Agreement and under statute; or
4. to show the Flat/Room to prospective tenants near the end of the Tenancy Period

A30 At the end of the Tenancy Period I will: -

1. give Xenia Lettings Ltd vacant possession;
2. return all keys, fobs and other passes provided by Xenia Lettings Ltd at the start of the tenancy;
3. remove all personal belongings and rubbish; and
4. leave the Flat/ Room and Shared Area in a clean and tidy state, including a clean of all surfaces, cupboards, fridges, cookers, microwaves and other equipment; and sweeping, washing and vacuuming all floors (as appropriate).

A31 I agree that Xenia Lettings Ltd may disable my electronic key after the contract end date and I will arrange a check-out date before the date in question. I agree to remove any items in the Room/Flat and return it to a pre-tenancy condition on or before this check out date.

A32 I agree that Xenia Lettings Ltd may remove, store, sell or otherwise dispose of any personal possessions in line with the Torts (Interference with Goods) Act 1977 which I leave in the



Flat/Room at the end of the Tenancy Period, and I will reimburse Xenia Lettings Ltd for any reasonable costs it incurs in doing so.

A33 I agree that Xenia Lettings Ltd accept no responsibility for any items which may be removed, stored, sold or otherwise disposed in line with the Torts (Interference with Goods) Act 1977 after the Tenancy Period has expired.

A34 I accept the reasonable cost of any further rent incurred to Xenia Lettings Ltd in the event that I should not relinquish the Flat/Room at the contractual end date, up until the date of surrender that has been mutually agreed by Xenia Lettings Ltd and the tenant.

Information

A35 I have not provided false or misleading information nor made a false statement in order to obtain this Tenancy.

A36 Subject to the Data Protection Act 2018, I consent to Xenia Lettings Ltd holding and processing my personal information (including sensitive personal data) in order to perform its function as Landlord of the Building. This may include disclosure to third parties (including The Tenancy Deposit Scheme) who are able to show that they are entitled to receive the information.

B. Xenia Lettings Ltd obligations to me

Quiet enjoyment

B1 If I pay the Rent and comply with this Tenancy Agreement Xenia Lettings Ltd will permit me quietly to enjoy the Flat/Room without unwarranted interference.

Insurance

B2 Xenia Estates Ltd will insure the Building against fire and other usual comprehensive risks.

B3 Xenia Lettings Ltd accepts no liability for loss or damage to my personal possessions, unless caused by negligence by Xenia Lettings Ltd, its agents, authorised employees or contractors.

Maintenance and service

B4 Xenia Lettings Ltd will: -

1. keep the structure and exterior of the Building (including the window frames and window glass) and the Common Areas in good repair;
2. keep the Service Media in or serving the Room and the Shared Area in good repair and proper working order, including:
3. keep servicing basins, sinks, showers, toilets and waste pipes;
4. keep servicing electric wiring including sockets and switches and water pipes;
5. keep servicing water heaters, fitted wall heaters and central heating systems;
6. keep all Room Items and Shared Items in good repair and proper working order;
7. keep the Common Areas within the buildings clean and properly lit, and (in the case of a lift) functioning safely;
8. keep the laundry facilities in good repair and proper working order;
9. ensure that any furniture and electrical equipment it provides complies with the relevant statutory regulations;
10. provide reasonable space heating and an adequate supply of hot and cold water and electricity to the Room and Shared Area.

B5 I accept that Xenia Lettings Ltd will not be responsible for any temporary interruption in services for reasons beyond its control. Xenia Lettings Ltd will seek to restore any interrupted services as soon as possible.

Utilities

B6 Xenia Lettings Ltd will pay all charges for Utilities within the Flat/Room (subject to clause A3 and A16).

Access over Common Areas

B7 Xenia Lettings Ltd allows me access over the Common Areas in order to gain access to the Flat/Room, the laundry, the common room, the management suite and the bicycle store within the Building.

C. Suspension of rent

If the Flat/ Room or Shared Area is destroyed or made uninhabitable or inaccessible by fire or other risk against which Xenia Lettings Ltd has insured, then: -

1. Xenia Lettings Ltd will seek to offer temporary alternative accommodation, in which case the Rent will continue to be payable; but

2. If Xenia Lettings Ltd is unable to offer temporary alternative accommodation the Rent will stop being payable until the Flat/Room and Shared Area is reinstated, made habitable and accessible.

D. Repossession and termination

D1 Xenia Lettings Ltd may terminate this Tenancy Agreement if any of the circumstances listed in grounds 8, 10-15 inclusive or 17 of Schedule 2 of the Housing Act 1988 (as amended) apply (these include arrears of Rent or any similar sums, breach of this Tenancy Agreement, causing a nuisance or annoyance to neighbours, and illegal activity).

D2 Xenia Lettings Ltd may terminate the Tenancy Period early by giving at least 2 months prior written notice to the Tenant if: -

1. the Flat/Room or Shared Area is destroyed or made uninhabitable or inaccessible by fire or other event, and reinstatement has not occurred within 2 months; or
2. I cease to be a student in higher education; and the circumstances in section 21 of the Housing Act 1988 apply.

D3 Repossession or termination does not prejudice any claim Xenia Lettings Ltd may have against me for any outstanding breach of this Tenancy Agreement.

E. Temporary alternative accommodation

In order to carry out emergency repairs Xenia Lettings Ltd may, on giving reasonable notice, and at Xenia Lettings Ltd expense, move me to temporary suitable alternative accommodation.

F. Guarantor

F1 Xenia Lettings Ltd has entered into this Tenancy Agreement at the request of the Guarantor.

F2 The Guarantor agrees with Xenia Lettings Ltd that if, at any time during the Tenancy Period, the Tenant defaults in paying the Rent or other sums due under this Tenancy Agreement, or is in breach of any covenant or obligation in this Tenancy Agreement, then the Guarantor will:-

1. pay any Rent and other sums due under this Tenancy Agreement within 10 Working Days of receipt of a written demand; and

2. remedy any of the Tenant's covenants and obligations, or (if the breach cannot be remedied within a reasonable time) pay Xenia Lettings Ltd on demand for all Xenia Lettings Ltd reasonable losses, damages, costs and expenses arising as a result of the Tenant's breach.

F3 The Guarantor's liability will not be reduced or released by any delay or concession by Xenia Lettings Ltd in enforcing the Tenant's covenants and obligations.

F4 I accept a guarantor is not required to ensure the document is legally binding and the provision of a guarantor is required at Xenia Lettings Ltd discretion, in line with the company's policies and procedures. Therefore, a guarantor is only required at Xenia Lettings Ltd request prior to occupancy and in cases where a guarantor is not required the Guarantor fields on page 23 are null and void.

G. Contact details

G1 If Xenia Lettings Ltd needs to serve any notice on me, it may be delivered by hand or sent by first-class post to the Flat / Room address or the address stated on page 9 or any other address I have given to Xenia Lettings Ltd.

G2 If Xenia Lettings Ltd needs to serve any notice on the Guarantor, it may be delivered by hand or sent by first-class post to the address stated on page 9 or any other address given to Xenia Lettings Ltd

G3 If I need to serve any notice on Xenia Lettings Ltd it may be delivered by hand or sent by first-class post to the address stated on page 9.

H. At the beginning of the Tenancy Period

H1 I have paid the Security Deposit to Xenia Lettings Ltd and;

H2 The Security Deposit is held by the Tenancy Deposit Holder as stakeholder. The Tenancy Deposit Holder is the Tenancy Deposit Scheme.

H3 The Security Deposit has been taken as security for the following purposes:

- a. any damage, or compensation for damage, to the Building, the Room, the Shared Area, their fixtures and fittings, the Room Items or the Shared Items or for missing items for which I may be liable under clause A9;
- b. the reasonable costs incurred by Xenia Lettings Ltd for, or for rectifying or remedying any breach by me of my obligations under the Tenancy Agreement;



- c. any Rent or other money due from me under the Tenancy Agreement of which I have been notified.

I. At the end of the Tenancy Period

11 Xenia Lettings Ltd must:

- a. tell me within 10 Working Days of the end of the Tenancy Period if it proposes to make any deduction from the Security Deposit.
- b. If there has been no damage, and no sum is due to Xenia Lettings Ltd the Security Deposit must be returned to me within 10 Working Days of confirmation that there are no deductions to be made at the end of the Tenancy Period.
- c. If Xenia Lettings Ltd proposes to make any deduction from the Security Deposit, any undisputed balance of the Security Deposit must be returned to me within 10 Working Days of the end of the Tenancy Period.

12 If Xenia Lettings Ltd fails to return the Security Deposit and fails to notify me of any proposed deduction within 10 Working Days of the end of the Tenancy Period, or having notified me of any proposed deduction fails to return any undisputed balance of Security Deposit within 10 Working Days after the end of the Tenancy Period I may refer the matter directly to the Independent Case Examiner of the Tenancy Deposit Scheme ("TDS").

13 If there is no dispute Xenia Lettings Ltd will keep or repay the Security Deposit, according to the agreed deductions and the conditions of this Tenancy Agreement.

14 Payment of the Security Deposit or any balance of it will be made within 10 Working Days after Xenia Lettings Ltd and I agree the allocation of the Security Deposit. Any interest earned on the Security Deposit remains with the Tenancy Deposit Holder.

15 If I intend to dispute any deduction from the Security Deposit proposed by Xenia Lettings Ltd I will try to inform Xenia Lettings Ltd in writing within 10 Working Days after receiving notification of the proposed deduction.

16 If after 10 Working Days following notification of a proposed deduction(s) under section I, and despite reasonable attempts having been made in that time to resolve any differences, the agreement of deductions remains unresolved, the Security Deposit will be submitted to the TDS for adjudication. Xenia Lettings Ltd and I agree to co-operate with the adjudication.



17 If Xenia Lettings Ltd notifies TDS of the dispute, it must, at the same time ensure that the amount of the disputed Security Deposit is sent to the Tenancy Deposit Scheme within the specified timeframe laid out by the TDS.

18 If I notify TDS of the dispute, Xenia Lettings Ltd must ensure that the amount of the disputed Security Deposit is sent to the Tenancy Deposit Scheme within 10 Working Days after receiving notification of registration of the dispute.

- a. **17 & 18** obligations apply whether or not Xenia Lettings Ltd and I wish the TDS to resolve the dispute.

19 If the amount in dispute is over £5,000 Xenia Lettings Ltd and I agree to submit to formal arbitration through the engagement of an arbitrator appointed by the TDS. However, with the written agreement of both parties, the TDS may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Limited from time to time, shared equally between Xenia Lettings Ltd and me; the liability for any subsequent costs will depend on the award made by the arbitrator.

110 My statutory rights, and Xenia Lettings Ltd statutory rights to take legal action through the County Court remain unaffected by Section I.

Schedule 1 - Defined terms and interpretation

1. Throughout this Tenancy Agreement, the following terms have following meanings:

"Building": includes the buildings, grounds, car park, driveways, footpaths and landscaped areas;

"Common Areas": the external grounds, car park, driveways, footpaths and landscaped areas, and the following areas within the buildings: laundry room, common room, cycle store, halls, corridors, staircases, lifts, and landings;

"House Rules": the rules in Schedule 3 and any revisions issued by Xenia Lettings Ltd from time to time, for the benefit of the Building;

"TDS": The Independent Case Examiner of the Tenancy Deposit Scheme;

"Inventory": Is the document to be drawn up by Xenia Lettings Ltd which will be given to the Tenant on check in at the Room/Flat or shortly thereafter. It will describe the contents of the Room as provided the Landlord and/or Xenia Lettings Ltd. It will include a schedule of the condition of the Room and its items , this document is named as Schedule 2 to this Agreement;

"Room": The Room stated on page 9, including its furnishings, fixtures and fittings, carpets, doors and internal glass but excluding the Service Media within the Room;

"Flat": The Flat stated on page 9, including its furnishings, fixtures and fittings, carpets, doors and internal glass but excluding the Service Media within the Room, term to be used when the Flat comprises of one or more bedrooms;

"Room Items": the items to be provided in the Room and listed under the heading "Room Items" in the Inventory;

"Service Media": central heating and hot water systems, electrical services for power and lighting, drainage and water service, and any data or phone services provided;

"Shared Area": the kitchen/dining/lounge areas together with the corridor within the Flat including its furnishings, fixtures and fittings, carpets, doors and internal glass but excluding the Service Media within the Shared Area;

"Shared Items": the items to be provided in the Shared Area and listed under the heading "Shared Items" in the Inventory;

"Security Deposit": Deposit paid by the tenant at the start of the tenancy period

"Tenancy Deposit Holder": Refers to The Tenancy Deposit Scheme as referenced in the prescribed information pages 3-8 of the Tenancy Agreement.

"Tenancy Deposit Scheme": Refers to the Tenancy Deposit Scheme
<https://www.tenancydepositscheme.com/>

"Utilities": electricity, water supply, foul water disposal and broadband internet access;

"Working Day": any day other than Saturday, Sunday or any bank or public holiday.

"Xenia Estates Ltd" Refers to the management company of the Building.

Schedule 3 – House Rules attached

2. If the Tenant or the Guarantor is more than one person, obligations are undertaken individually and together.
3. The term "Xenia Lettings Ltd " includes any person or company who may legally succeed it.
4. Any reference to a statute includes any statutory modification, extension or re-enactment, and any subordinate legislation.



Tenant(s) Signature	
Tenant Full Name	
Tenant Address (Lead Tenant)	
Date:	
Permitted Occupier(s):	
Guarantor(s) Signature	#02G0
Guarantor(s) Full Name	
Guarantor 1 Address	
Guarantor 2 Address	
Date:	
Landlord Signature (signed on behalf of landlord)	#03
Landlord Full Name	
C/O Landlord Address	Xenia Lettings Ltd Old Bank House Market Place Manchester WA14 4PA
Date:	



Schedule 2 – Assured shorthold tenancy agreement

Whilst the tenancy agreement states the legal obligations between you and the landlord there are some additional House Rules which Xenia Lettings Ltd want to ensure you are aware of before living with us. Please note, by signing the tenancy agreement it confirms that you are in agreement to not do or allow any guest of yours to do any of the following;

Within the Room:

- Do not hang anything over the doors including but not limited to coat hooks, hanging mirrors
- Do not change the shower head
- Do not have any floor standing heaters
- Do not remove or tamper with any fire safety equipment (Smoke Detectors/Fire Blanket/signage)
- Do not turn off the extractor fan for the bathroom
- Do not tamper with the window safety features
- Exercise caution when using curling irons, irons or similar appliances
- Use the cooker hood when cooking
- Do not overload power sockets
- Ventilate the room regularly

Within the Building / Common Areas:

- Don't have any guests unless they have been signed in at reception (remember to sign them out)
- Do not have large gatherings (more than 6 people) unless it has been pre authorised by the Accommodation Manager in advance
- All common areas must be left clean and tidy after use and use bins provided for any rubbish
- Do not tamper with any fire safety equipment nor prop open any fire doors
- Don't allow tailgating into the building
- Don't leave your rubbish outside your room in the corridors
- Don't tamper with any ceiling tiles
- Don't use the emergency exits unless it is an emergency
- Parcels will only be accepted for residents and the residents name must clearly be visible on the package, Xenia Lettings retain the right to refuse parcels should they not be clearly labelled
- Xenia Lettings retain the right to refuse parcels if they are excessively large or heavy
- Xenia Lettings retain the right to refuse parcels if previous parcels have not been collected
- All parcels must be collected from reception within 48 hours unless it has been pre-arranged with the Accommodation staff
- All tenants must evacuate the building should the fire alarm sound
- The emergency out of hours number is only to be used for emergencies



Xenia Lettings Ltd will not tolerate the abuse of staff or other residents on its premises, any such abuse will be dealt with appropriately and the police may be called.

Xenia Lettings Ltd will not tolerate the use of drugs within the building and any resident found to be in possession of drugs will be dealt with appropriately and the police may be called.

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