

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)



PLANNING STATEMENT ON BEHALF OF MANUCHER DANESHVAR OF POLY DEVELOPMENTS LTD FOR A CERTIFICATE OF LAWFULNESS TO ESTABLISH THAT THE EXISTING USE OF 82A LABURNUM ROAD, HAYES, UB3 4JZ AS A SEPARATE DWELLINGHOUSE IS LAWFUL UNDER SECTION 191(1)(c) OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

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September 2017

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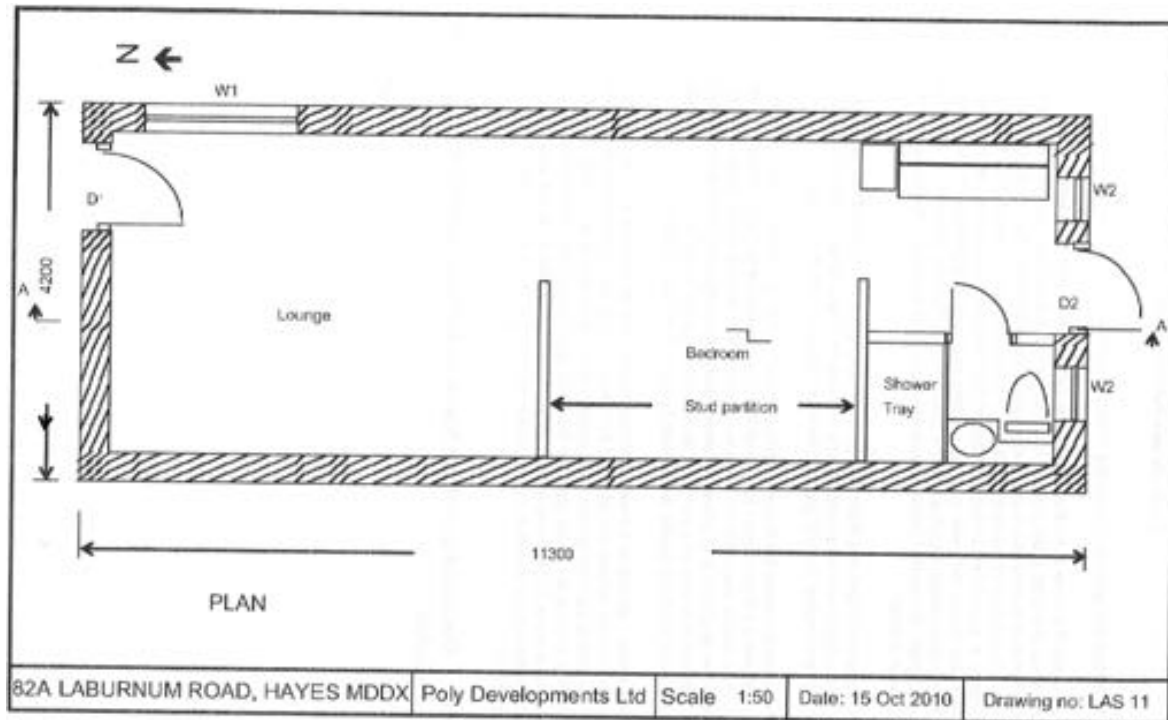
APPENDICES

- 1. Copy of the refusal of the Certificate application ref. 72337/APP/2017/1403 dated 2 May 2017**
- 2. Copy of the delegated report into application ref. 72337/APP/2017/1403**
- 3. Copy of the refusal of the Certificate application ref. 72337/APP/2016/4004 dated 2 May 2017**
- 4. Copy of the delegated report into application ref. 72337/APP/2016/4004**
- 5. Statutory Declaration of Manucher Daneshvar**
- 6. Notice from the Valuation Officer dated 7 February 2011**
- 7. Statutory Declaration of Marek Skrzeta**
- 8. Statutory Declaration of Zydrunas Sukevicius**
- 9. Tenancy Agreement dated 30 May 2009 to the 29 May 2010**
- 10. Council Tax records from 17 May 2010 to 6 January 2017**
- 11. Tenancy Agreements signed by Gediminus Ragauskas**
- 12. Tenancy Agreement signed by Oluwatoyin Owolabi**
- 13. Letters from Poly Developments Ltd to the Council**

1. INTRODUCTIONS AND SUMMARY

1.1 This Planning Statement ('the Statement') is on behalf of Manucher Daneshvar of Poly Developments Ltd and accompanies an application for a Lawful Development Certificate (the Certificate) to establish that the existing use of 82a Laburnum Road, Hayes, UB3 4JZ ('the Property') as a separate self-contained residential unit is lawful. The existing floor plan is shown in Figure 1 below, together with internal photographs in Photographs 1 below, and external photographs in Photographs 2.

Figure 1 Existing floor plan.



Photographs 1. Internal photographs.





Photographs 2. External photographs.



1.2 This Statement examines the relevant planning history of the site; identifies the proper test from case law that ought to be applied by the London Borough of Hillingdon ('the Council') in determining the application; sets out the chronology of events and the supporting evidence; and concludes that the Certificate should be granted by the Council based on the application of the proper test to the supporting evidence.

1.3 In summary, at the time the current application was made the Property was occupied for residential use and immune from enforcement action as a single dwelling house because a new planning unit was created and the existing use is lawful as the Property has since been continuously occupied as a single dwelling house for the requisite period of 4 years, beginning upon the first occupation of the Property following the new planning unit being created, and the use has not since either been abandoned or another use brought about by some other event in planning terms.

1.4 The '4-year rule' in planning practice is quite straightforward. If a building is equipped with the essential facilities required for day-to-day domestic existence, so that it can genuinely be described as a dwelling house, and it is continuously used as a dwelling house for at least 4 years beginning with the date of the breach, then the use becomes lawful

unless it is abandoned or another use is brought about by some other event in planning terms.

1.5 Section 191(2) of the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991) advises that a use or operation is lawful if no enforcement action can be taken in respect of that use or operation, either because planning permission was not required or because the time taken for enforcement action has expired. In this case the time taken for enforcement action has expired. It is important to note in any event that the proposed use of the Property as a single dwelling house would be lawful even without a Certificate if the required qualifications have been met, a Certificate simply confirming the position.

2. THE PLANNING HISTORY OF THE PROPERTY

2.1 A Certificate of Lawful Development application for the 'Use of outbuilding as a separate self-contained residential unit (Application for a Certificate of Lawful Development for an Existing Development)' was refused on the 27 June 2017 (ref. 72337/APP/2017/1403). A copy of the refusal notice is attached as **Appendix 1** and a copy of the accompanying delegated report is attached as **Appendix 2**.

2.2 A Certificate of Lawful Development application for the 'Use of building to rear as separate residential unit (Application for a Certificate of Lawful Development for an Existing Development)' was refused on the 23 January 2017 (ref. 72337/APP/2016/4004). A copy of the refusal notice is attached as **Appendix 3** and a copy of the accompanying delegated report is attached as **Appendix 4**.

3. CASE LAW: THE PROPER TEST, AND THE REQUISITE PERIOD TO ESTABLISH THE LAWFUL USE OF THE PROPERTY AS A SINGLE DWELLINGHOUSE

3.1 Section 171B(2) of the Town and Country Planning Act 1990 (the Act) provides: -

*"Where there has been a breach of planning control consisting in the **change of use of any building** to use as a single dwelling house, no enforcement action may be taken after the end of the period of four years **beginning with the date of the breach.**"*

3.2 Section 191(2) of the Act provides: -

*"For the purpose of this Act uses and operations are lawful at any time if –
(a) **No enforcement action may then be taken in respect of them** (whether because they did not involve development or require planning permission or because **the time for enforcement action has expired** or for any other reason); and
(b) They do not constitute a contravention of any of the requirements of any enforcement notice then in force."*

3.3 I am not aware of any Enforcement Notice in force.

3.4 The relevant standard of proof in Certificate applications is 'the balance of probabilities', and the burden of proof is on the applicant. The applicant has to show that the use of the Property would have been lawful at the date of the application for the Certificate. The relevant time period in the case of use as a single dwelling house for a claim of continued use is 4 years beginning with the date of the breach.

3.5 The Court has held (see *FW Gabbitts v SSE and Newham LBC* (1985) JPL 630) that the applicant's own evidence does not need to be corroborated by evidence in order to be accepted. If the Local Planning Authority have no evidence of their own, or from others, to contradict or otherwise make the applicant's version of events less than probable, there is no good reason to refuse the application, provided the applicant's evidence alone is sufficiently precise and unambiguous to justify the grant of a Certificate 'on the balance of probabilities'.

3.6 The rule established by *Gravesham B.C. v. SSE* (1984) P. & C.R. 142 is that, where a change of use to use as a dwelling house is alleged to have occurred, the building must, as a question of fact, be constructed or adapted for use as a dwelling house as normally understood, that is to say, as a building that provides for the main activities of, and ordinarily affords the facilities required for, day-to-day private domestic existence.

3.7 The test in determining the Certificate is considered to be whether **sufficiently clear and unambiguous evidence has been submitted with the application to demonstrate that, on 'the balance of probabilities' (i.e. it is more likely than not), the existing use of the Property as a single dwelling house is lawful.** In looking at the test it should be **thought about it in terms of evidencing a chronology of events.** The first event to evidence is when the material change of use (the date of the breach) first took place, and then to evidence the continuous use over the requisite period of 4 years.

4. CHRONOLOGY AND SUPPORTING EVIDENCE

4.1 The refusal notices in **Appendices 1 and 3** both state:

“...the Applicant has not demonstrated that, on the balance of probability, the use has existed and been continuous for at least a period of four years, prior to the date of this application.”

However, the reports at **Appendices 2 and 4** state respectively:

“For the purposes of the application the relevant 4 year period is from 19 April 2013. The Council would need confirmation that the Property has been continuously occupied as a self contained unit throughout the relevant period.”

“In terms of to the evidence put forward by the applicant, although he has provided tenancy agreements that go as far back as 2005, the period that will be assessed is 4 years from the date of this CLEUD application (December 2012-December 2016).”

The proper test has not been applied in the reports. The proper test is to establish when the change of use took place and then work forward, rather than back from the date the application is made. This was established in *Panton and Farmer v Secretary of State for the Environment [1998]*.

4.2 It is also clear from *Panton* that upon lawfulness being achieved under section 191(2) (and the operation of that sub-section does not depend on the issue of a Certificate) subsequent continuity of the use is not required so long as any later cessation in the use does not amount to ‘abandonment’ or is not brought about by some other event in planning terms (see for example *Hartley v Minister of Housing and Local Government [1970]* and *Pioneer Aggregates (UK) Ltd v Secretary of State for the Environment [1985]*). From these cases, following the relevant 4 year period of continuous breach so as to achieve immunity from enforcement (whereby a change of use of any building to a single dwelling house becomes lawful), uninterrupted continuity of the use is not thereafter necessary (see *Panton*), but it appears that the use must be current at the time of making an application under section 191(1)(a). The property was occupied at the time of making the current Certificate application and the use was therefore ‘current’ at the date of the application under section 191(1)(a), just as a building must be in existence at the date of an application under section 191(1)(b); otherwise there is nothing that a Certificate can certify.

4.3 It is noted from the report at **Appendix 4** that the Council:

- in the delegated report into application ref. 72337/APP/2016/4404 accepted **“tenancy agreements that go as far back as 2005”**, albeit that these were considered by the Council as falling outside the assessed period of December 2012 – December 2016;
- considered that *“there is a gap in occupation from April 2016 to the date of the application and the reason for this is outlined in the applicant's letter/statement of truth. The statement of truth is in a simple word document and not a signed statutory declaration. In my view, a signed stat dec. would have a lot more weight”*; and
- that **“no aerial photographs have been provided to show that the outbuilding has been on the site for over four years and no gas, electricity or council tax bill have been provided to support this application either.”**

In the delegated report into the subsequent application ref. 72337/APP/2017/1403 it is also noted that the Council:

- during refurbishment of the Property from the 21 May 2016 to the 7 January 2017 *“no receipts/invoices were provided in this regard. I also did not see any statements from the said labourers confirming their occupation of the Property following the period after which it was vacated by the previous tenant. The police report provided indicates that there was an incident, but does not refer to the Property or confirm that it was occupied. The parts of the tenancy agreements provided corroborate the claim regarding occupation of the Property up to April 2016 (and later January 2017) and bank statements show receipt of rent up to April 2016. With regard to Council Tax bills, the Applicant stated that in addition to earlier payments, Council Tax was also paid from the date of the previous tenant's departure up to the current tenant's arrival. However, the only Council Tax bill provided was dated 2012/2013.*

The evidence provided goes some way to showing that the Property was used as a residential dwelling. However, the use must be continuous for the 4 year period relevant for the purposes of this application i.e. 19 April 2013 to the date of the application. The unsigned statement provided was considered, and would have carried more weight if it were a signed statutory declaration by the Applicant. The submitted evidence does not sufficiently address the period between 21 May 2016 and 7 January 2017.” Whilst it is noted that the Council accepted that the evidence provided went some way to showing that the Property was used as a residential dwelling, as advised in para.s 4.1 and 4.2 above neither the proper period nor the subsequent requirement for continuous use once lawfulness has been attained was not applied in the report.

4.4 the following chronology and supporting evidence ought to be considered in applying the proper tests to the current application.

Chronology:

4.5 Poly Developments Ltd purchased the Property on 17 April 2010 (see the Statutory Declaration of Manucher Daneshvar at **Appendix 5**). At this time the Property was used as a separate dwelling house being occupied by a sitting tenant, a Gediminus Ragauskas, who continued to occupy the Property until the 21 May 2016. Prior to April 2010 the previous owner had let the Property as a separate dwelling house, with evidence of occupation for about 8 years (copy of a Tenancy Agreement at **Appendix 9**). The date of the breach of planning control is therefore at least 17 April 2010, Gediminus Ragauskas occupying the property from at least that date for a continuous period in excess of 6 years. A notice from the Valuation Officer dated 7 February 2011 making a new entry in the Valuation List *“because your property comprises a dwelling for Council Tax purposes”* is at **Appendix 6**;

4.6 From the 21 May 2016 to the 6 January 2017 the Property was refurbished by Marek Skrzeta and Zydrunas Sukevicius who lived in the Property during its refurbishment (see the Statutory Declarations at **Appendices 7 and 8**). During the refurbishment, in about August 2016, burglars broke into the Property, although was disturbed by one of the people

undertaking the refurbishment and the incident was reported to the Police (crime reference number - 0916968/16).

4.7 On the 7 January 2017 a new tenant, Oluwatoyin Owolabi, occupied the Property.

Supporting evidence:

4.8 The following supporting evidence accompanies the application:

- the Statutory Declarations of Manucher Daneshvar, Marek Skrzeta and Zydrunas Sukevicius at **Appendices 5, 7 and 8** respectively;
- Tenancy Agreement dated 30 May 2009 to the 29 May 2010 between the previous owner of the Property and the sitting tenant when the Property was purchased in 2010 by Poly Developments Ltd, Gediminus Ragauskas at **Appendix 9**;
- Notice from the Valuation Officer dated 7 February 2011 making a new entry in the Valuation List *“because your property comprises a dwelling for Council Tax purposes”* at **Appendix 6**;
- Council Tax records from 17 May 2010 to February 2016, paid by Poly Developments Ltd, and from February 2016 to May 2016 paid by Gediminus Ragauskas, and from 21 May 2016 to 6 January 2017 (during the refurbishment of the Property) paid by Poly Developments Ltd, and from the 7 January 2017 paid by the new tenant Oluwatoyin Owolabi at **Appendix 10**;
- 12 month Tenancy Agreements signed by Gediminus Ragauskas dated 17 April 2010, 17 March 2011, 28 March 2012, 26 April 2013, 26 April 2014 and 30 March 2015 at **Appendix 11**;
- 12 month Tenancy Agreement signed by Oluwatoyin Owolabi, the present occupier of the Property, from the 7 January 2017 to 6 January 2018 at **Appendix 12**.
- letters to the Council at **Appendix 13** from Poly Developments Ltd dated 17 December 2015 (requesting the Council to refer Council Tax to the tenant, Gediminus Ragauskas), 16 May 2016 (advising the Council of Gediminus Ragauskas vacation of the property on 21 May 2016), and 5 January 2017 (advising the Council that Oluwatoyin Owolabi was the new tenant of the property from 7 January 2017).

5. CONCLUSION

5.1 The application is accompanied by an analysis of the proper tests that ought to be applied, and further supporting evidence. From the chronology and supporting evidence, sufficiently clear and unambiguous evidence has been submitted with the application to demonstrate that, on ***'the balance of probabilities'*** (i.e. it is more likely than not), the existing use of the Property as a single dwelling house is lawful.

APPENDIX 1



**Sections 191 and 192
(as amended by section 10 of the Planning and Compensation Act 1991)**

**TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 2015
ARTICLE 39**

CERTIFICATE OF LAWFUL USE OR DEVELOPMENT

Mr Manucher Daneshvar
Glenwood
Bracknell Road
Warfield
Bracknell
RG42 6BH

Ref: 72337/APP/2017/1403

In pursuance of their powers under the above mentioned Act and Order, the London Borough of Hillingdon (The Council) as Local Planning Authority hereby **REFUSE** your application for a Certificate of Lawful Use or development under section 191 of the Act.

Description of development: Use of outbuilding as a separate self-contained residential unit (Application for a Certificate of Lawful Development for an Existing Development)

Location of development: 82A LABURNUM ROAD, HAYES,

Date of Application: 2 May 2017

Plan Numbers: See attached Schedule of Plan

The grounds for the Council's decision are listed on the attached schedule:-

Head of Planning and Enforcement

Date: 27 June 2017

Notes: Your attention is drawn to the attached sheet which sets out the rights of applicants who are aggrieved by the decision of the Local Planning Authority.

**Sections 191 and 192
(as amended by section 10 of the Planning and Compensation Act 1991)**

**TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 2015
ARTICLE 39**

CERTIFICATE OF LAWFUL USE OR DEVELOPMENT

Application Ref: 72337/APP/2017/1403

SCHEDULE

The grounds for the Council's decision are as follows:-

Reason for Refusal

- 1 · The existing development does not constitute Lawful Development under Section 191 of Town and Country Planning Act 1990, Section 191 as amended by Section 10 of the Planning and Compensation Act 1991 as the Applicant has not demonstrated that, on the balance of probability, the use has existed and been continuous for at least a period of four years, prior to the date of this application.

This determination is based on your submitted plans. All measurements are taken from existing ground level.

INFORMATIVES

END OF SCHEDULE

Address:

Residents Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

**Sections 191 and 192
(as amended by section 10 of the Planning and Compensation Act 1991)**

**TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 2015
ARTICLE 39**

CERTIFICATE OF LAWFUL USE OR DEVELOPMENT

Application Ref: 72337/APP/2017/1403

SCHEDULE OF PLANS

Location Plan (1:1250) - received 19 Apr 2017

Birdseye View of Site - received 19 Apr 2017

LAS 10 - received 20 Apr 2017

LAS 11 - received 20 Apr 2017

**RIGHTS OF APPLICANTS AGGRIEVED BY DECISION
OF LOCAL PLANNING AUTHORITY**

TOWN AND COUNTRY PLANNING ACT 1990

Application for Certificate of Lawfulness

Notes

If you are aggrieved by the decision of the Local Planning Authority to refuse an application for a certificate under Sections 191 or 192 of the Town and Country Planning Act 1990 (as amended) or to refuse it in part, you may appeal to the Department of Communities and Local Government (DCLG), under Section 195 of the Act (as amended).

Notice of appeal must be given in writing to the Planning Inspectorate, 3/02 Kite Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel: - 0117 372 8428). Appeal forms can be downloaded from the Planning Inspectorate's website at <http://www.planning-inspectorate.gov.uk>. Copies of all relevant documents, including the application, the notice of decision and all plans, drawings and correspondence, must be supplied to the Inspectorate.

You are advised to consult the brief official guide and appeals, published by the Department of Communities and Local Government (DCLG), this and appeal forms can be obtained from the Planning Inspectorate on request.

Address:

Residents Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

APPENDIX 2

DELEGATED DECISION

- Please select each of the categories that enables this application to be determined under delegated powers
 - Criteria 1 to 5 or criteria 7 to 9 must be addressed for all categories of application, except for applications for Certificates of Lawfulness, etc.

APPROVAL RECOMMENDED: GENERAL Select Option

1. No valid planning application objection in the form of a petition of 20 or more signatures, has been received ☐
2. Application complies with all relevant planning policies and is acceptable on planning grounds ☐
3. There is no Committee resolution for the enforcement action ☐
4. There is no effect on listed buildings or their settings ☐
5. The site is not in the Green Belt (but see 11 below) ☐

REFUSAL RECOMMENDED: GENERAL

6. Application is contrary to relevant planning policies/standards ☐
7. No petition of 20 or more signatures has been received ☐
8. Application has not been supported independently by a person/s ☐
9. The site is not in Green Belt (but see 11 below) ☐

RESIDENTIAL DEVELOPMENT

10. Single dwelling or less than 10 dwelling units and/or a site of less than 0.5 ha ☐
11. Householder application in the Green Belt ☐

COMMERCIAL, INDUSTRIAL AND RETAIL DEVELOPMENT

12. Change of use of retail units on site less than 1 ha or with less than 1000 sq m other than a change involving a loss of A1 uses ☐
13. Refusal of change of use from retail class A1 to any other use ☐
14. Change of use of industrial units on site less than 1 ha or with less than 1000sq.m. of floor space other than to a retail use. ☐

CERTIFICATE OF LAWFULNESS

15. Certificate of Lawfulness (for proposed use or Development) ☐
16. Certificate of Lawfulness (for existing use or Development) ☐
17. Certificate of Appropriate Alternative Development ☐

CERTIFICATE OF LAWFULNESS

18. ADVERTISEMENT CONSENT (excluding Hoardings) ☐
19. PRIOR APPROVAL APPLICATION ☐
20. OUT-OF-BOROUGH OBSERVATIONS ☐
21. CIRCULAR 18/84 APPLICATION ☐
22. CORPSEWOOD COVENANT APPLICATION ☐
23. APPROVAL OF DETAILS ☐
24. ANCILLARY PLANNING AGREEMENT (S.106 or S.278) where Heads of Terms have already received Committee approval ☐
25. WORKS TO TREES ☐
26. OTHER (please specify) ☐

The delegation powers schedule has been checked. Director of Residents Services can determine this application.

Case Officer

Signature:

Date:

A delegated decision is appropriate and the recommendation, conditions/reasons for refusal and informatives are satisfactory.

Team Manager:

Signature:

Date:

The decision notice for this application can be issued.

Director / Member of Senior Management Team:

Signature:

Date:

NONE OF THE ABOVE DATES SHOULD BE USED IN THE PS2 RETURNS TO THE ODPM

Report of the Head of Planning, Sport and Green Spaces

Address 82A LABURNUM ROAD HAYES

Development: Use of outbuilding as a separate self-contained residential unit (Application for a Certificate of Lawful Development for an Existing Development)

LBH Ref Nos: 72337/APP/2017/1403

Drawing Nos: Location Plan (1:1250)
Birdseye View of Site
LAS 10
LAS 11

Date Plans Received: 19/04/2017 **Date(s) of Amendment(s):**

Date Application Valid: 02/05/2017

1. RECOMMENDATIONS

1.1 Recommendations

That a certificate of lawful use or development be **REFUSED** for the existing development described above in respect of the land edged red on the attached plans for the following reasons:

The existing development does not constitute Lawful Development under Section 191 of Town and Country Planning Act 1990, Section 191 as amended by Section 10 of the Planning and Compensation Act 1991 as the Applicant has not demonstrated that, on the balance of probability, the use has existed and been continuous for at least a period of four years, prior to the date of this application.

This determination is based on your submitted plans. All measurements are taken from existing ground level.

INFORMATIVES

2.0 APPRAISAL OF EVIDENCE SUBMITTED

The application seeks a Lawful Development Certificate for an existing use for a residential unit to the rear of 82 Laburnum Road.

It is for the Applicant to supply information that is sufficiently precise and unambiguous to satisfy the Council that on the balance of probability the former outbuilding has been used as a self contained residential unit for 4 years prior to this application.

The Legal Environmental/Planning Team were consulted via letter on 03.05.17.

Legal Officers Comments:

The Evidence Considered

I write further to the above matter and have considered the following:

An application by Mr Manucher Daneshvar (the "Agent") made on behalf of Poly

Developments Limited (Applicant) containing the standard completed application form which encloses:

- Location plan
- Floor Plans
- An unsigned statement in support of the application
- Reference relating to tenant
- Tenancy agreements
- Bank statements
- Police incident report
- Council Tax bill for 2012/2013

Grounds of Application:

The Applicant has submitted an application for a Certificate of Lawfulness for the use of 82A Laburnum Road ("the Property") as a separate self-contained residential unit for a period in excess of 4 years prior to the date of the application. For the purposes of the application the relevant 4 year period is from 19 April 2013. The Council would need confirmation that the Property has been continuously occupied as a self contained unit throughout the relevant period.

The Applicant provided a statement in support of the application stating amongst other things that the Property was bought with a sitting tenant in 2010 who stayed at the Property until 21 May 2016. The statement also sets out that extensive refurbishment works were carried out at the Property due to damage caused by the previous tenant, and a new tenancy began on 7 January 2017. It was further stated that during the refurbishment period 2 labourers slept and took meals at the Property until the new tenant's occupation began.

Whilst refurbishment works were referred to, no receipts/invoices were provided in this regard. I also did not see any statements from the said labourers confirming their occupation of the Property following the period after which it was vacated by the previous tenant. The police report provided indicates that there was an incident, but does not refer to the Property or confirm that it was occupied. The parts of the tenancy agreements provided corroborate the claim regarding occupation of the Property up to April 2016 (and later January 2017) and bank statements show receipt of rent up to April 2016. With regard to Council Tax bills, the Applicant stated that in addition to earlier payments, Council Tax was also paid from the date of the previous tenant's departure up to the current tenant's arrival. However, the only Council Tax bill provided was dated 2012/2013.

The evidence provided goes some way to showing that the Property was used as a residential dwelling. However, the use must be continuous for the 4 year period relevant for the purposes of this application i.e. 19 April 2013 to the date of the application. The unsigned statement provided was considered, and would have carried more weight if it were a signed statutory declaration by the Applicant. The submitted evidence does not sufficiently address the period between 21 May 2016 and 7 January 2017.

Conclusion

Following consultation with the Council's Legal Team, and a full review of evidence submitted, it is concluded that the applicant has not provided sufficient evidence in support of the application for a certificate. On the balance of probability, the outbuilding has not been in continuous use as a self contained residential unit for a period of four years.

The Certificate therefore has to be refused.

3.0 Relevant Planning History

72337/APP/2016/4004 82a Laburnum Road Hayes

Use of building to rear as separate residential unit (Application for a Certificate of Lawful Development for an Existing Development)

Decision Date: 23-01-2017 Refused

Contact Officer: Naim Poptani

Telephone No: 01895 250230

APPENDIX 3



**Sections 191 and 192
(as amended by section 10 of the Planning and Compensation Act 1991)**

**TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995
ARTICLE 24**

CERTIFICATE OF LAWFUL USE OR DEVELOPMENT

Mr Manucher Daneshvar
Glenwood
Bracknell Road
Warfield
Bracknell
RG42 6BH

Ref: 72337/APP/2016/4004

In pursuance of their powers under the above mentioned Act and Order, the London Borough of Hillingdon (The Council) as Local Planning Authority hereby **REFUSE** your application for a Certificate of Lawful Use or development under section 191 of the Act.

Description of development: Use of building to rear as separate residential unit
(Application for a Certificate of Lawful Development for an Existing Development)

Location of development: 82A LABURNUM ROAD, HAYES,

Date of Application: 1 December 2016

Plan Numbers: See attached Schedule of Plan

The grounds for the Council's decision are listed on the attached schedule:-

Head of Planning and Enforcement

Date: 23 January 2017

Notes: Your attention is drawn to the attached sheet which sets out the rights of applicants who are aggrieved by the decision of the Local Planning Authority.

**Sections 191 and 192
(as amended by section 10 of the Planning and Compensation Act 1991)**

**TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995
ARTICLE 24**

CERTIFICATE OF LAWFUL USE OR DEVELOPMENT

Application Ref: 72337/APP/2016/4004

SCHEDULE

The grounds for the Council's decision are as follows:-

Reason for Refusal

- 1 · The existing development does not constitute Lawful Development under Section 191 of Town and Country Planning Act 1990, as amended by Section 10 of the Planning and Compensation Act 1991 as the Applicant has not demonstrated that, on the balance of probability, the use has existed and been continuous for at least a period of four years, prior to the date of this application.

This determination is based on your submitted plans. All measurements are taken from existing ground level.

INFORMATIVES

END OF SCHEDULE

Address:

Residents Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

**Sections 191 and 192
(as amended by section 10 of the Planning and Compensation Act 1991)**

**TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995
ARTICLE 24**

CERTIFICATE OF LAWFUL USE OR DEVELOPMENT

Application Ref: 72337/APP/2016/4004

SCHEDULE OF PLANS

Location Plan (1:1250) - received 01 Dec 2016

LAS 10 - received 11 Nov 2016

LAS 11 - received 11 Nov 2016

APPENDIX 4

DELEGATED DECISION

- Please select each of the categories that enables this application to be determined under delegated powers
 - Criteria 1 to 5 or criteria 7 to 9 must be addressed for all categories of application, except for applications for Certificates of Lawfulness, etc.

APPROVAL RECOMMENDED: GENERAL Select Option

- | | |
|--|--------------------------|
| 1. No valid planning application objection in the form of a petition of 20 or more signatures, has been received | ☐ |
| 2. Application complies with all relevant planning policies and is acceptable on planning grounds | ☐ |
| 3. There is no Committee resolution for the enforcement action | ☐ |
| 4. There is no effect on listed buildings or their settings | ☐ |
| 5. The site is not in the Green Belt (but see 11 below) | ☐ |

REFUSAL RECOMMENDED: GENERAL

- | | |
|--|--------------------------|
| 6. Application is contrary to relevant planning policies/standards | ☐ |
| 7. No petition of 20 or more signatures has been received | ☐ |
| 8. Application has not been supported independently by a person/s | ☐ |
| 9. The site is not in Green Belt (but see 11 below) | ☐ |

RESIDENTIAL DEVELOPMENT

- | | |
|--|--------------------------|
| 10. Single dwelling or less than 10 dwelling units and/or a site of less than 0.5 ha | ☐ |
| 11. Householder application in the Green Belt | ☐ |

COMMERCIAL, INDUSTRIAL AND RETAIL DEVELOPMENT

- | | |
|--|--------------------------|
| 12. Change of use of retail units on site less than 1 ha or with less than 1000 sq m other than a change involving a loss of A1 uses | ☐ |
| 13. Refusal of change of use from retail class A1 to any other use | ☐ |
| 14. Change of use of industrial units on site less than 1 ha or with less than 1000sq.m. of floor space other than to a retail use. | ☐ |

CERTIFICATE OF LAWFULNESS

- | | |
|---|--------------------------|
| 15. Certificate of Lawfulness (for proposed use or Development) | ☐ |
| 16. Certificate of Lawfulness (for existing use or Development) | ☐ |
| 17. Certificate of Appropriate Alternative Development | ☐ |

CERTIFICATE OF LAWFULNESS

- | | |
|---|--------------------------|
| 18. ADVERTISEMENT CONSENT (excluding Hoardings) | ☐ |
| 19. PRIOR APPROVAL APPLICATION | ☐ |
| 20. OUT-OF-BOROUGH OBSERVATIONS | ☐ |
| 21. CIRCULAR 18/84 APPLICATION | ☐ |
| 22. CORPSEWOOD COVENANT APPLICATION | ☐ |
| 23. APPROVAL OF DETAILS | ☐ |
| 24. ANCILLARY PLANNING AGREEMENT (S.106 or S.278) where Heads of Terms have already received Committee approval | ☐ |
| 25. WORKS TO TREES | ☐ |
| 26. OTHER (please specify) | ☐ |

The delegation powers schedule has been checked. Director of Residents Services can determine this application.

Case Officer

Signature:

Date:

A delegated decision is appropriate and the recommendation, conditions/reasons for refusal and informatives are satisfactory.

Team Manager:

Signature:

Date:

The decision notice for this application can be issued.

Director / Member of Senior Management Team:

Signature:

Date:

NONE OF THE ABOVE DATES SHOULD BE USED IN THE PS2 RETURNS TO THE ODPM

Report of the Head of Planning, Sport and Green Spaces

Address 82A LABURNUM ROAD HAYES

Development: Use of building to rear as separate residential unit (Application for a Certificate of Lawful Development for an Existing Development)

LBH Ref Nos: 72337/APP/2016/4004

Drawing Nos: Location Plan (1:1250)
LAS 10
LAS 11

Date Plans Received: 01/11/2016 **Date(s) of Amendment(s):**

Date Application Valid: 01/12/2016

1. RECOMMENDATIONS

1.1 Recommendations

That a certificate of lawful use or development be **REFUSED** for the existing development described above in respect of the land edged red on the attached plans for the following reasons:

The existing development does not constitute Lawful Development under Section 191 of Town and Country Planning Act 1990, as amended by Section 10 of the Planning and Compensation Act 1991 as the Applicant has not demonstrated that, on the balance of probability, the use has existed and been continuous for at least a period of four years, prior to the date of this application.

This determination is based on your submitted plans. All measurements are taken from existing ground level.

INFORMATIVES

2.0 APPRAISAL OF EVIDENCE SUBMITTED

The application seeks a Lawful Development Certificate for an existing use for a residential unit to the rear of 82 Laburnum Road.

It is for the Applicant to supply information that is sufficiently precise and unambiguous to satisfy the Council that on the balance of probability the former outbuilding has been used as a self contained residential unit for 4 years prior to this application.

The Legal Environmental/Planning Team were consulted via letter on 05.12.16.

Legal Officers Comments:

Grounds of Application:

- i. The use began more than 10 years before the date of this application;
- ii. The building works (for instance, building or engineering works) were substantially completed more than four years before the date of this application;

iii. The use as a single dwelling house began more than four years before the date of this application.

Evidence Submitted:

- i. Application Form;
- ii. Site Plan; and
- iii. Tenancy agreements
- iv. Advert on Hunters (for the sale of the outbuilding)
- v. Letter from Tenant
- vi. Letter/statement from applicant explaining the reason for the gap in occupation

Comments:

In terms of to the evidence put forward by the applicant, although he has provided tenancy agreements that go as far back as 2005, the period that will be assessed is 4 years from the date of this CLEUD application (December 2012-December 2016).

I note that there is a gap in occupation from April 2016 to the date of the application and the reason for this is outlined in the applicant's letter/statement of truth. The statement of truth is in a simple word document and not a signed statutory declaration. In my view, a signed stat dec. would have a lot more weight.

Further, no aerial photographs have been provided to show that the outbuilding has been on the site for over four years and no gas, electricity or council tax bill have been provided to support this application either.

For a CLEUD application such as this, I would have expected more evidence from the applicant. I do not believe the information provided discharges the burden of proof. On that basis, I do not believe a certificate of lawfulness should be issued.

Conclusion

Following consultation with the Council's Legal Team, and a full review of evidence submitted, it is concluded that the applicant has not provided sufficient evidence in support of the application for a certificate. On the balance of probability, the outbuilding has not been in continuous use as a self contained residential unit for a period of four years.

The Certificate therefore has to be refused.

3.0 Relevant Planning History

Contact Officer: Naim Poptani

Telephone No: 01895 250230

APPENDIX 5

STATUTORY DECLARATION
OF MANUCHER DANESHVAR

I, Manucher Daneshvar, of Glenwood, Bracknell Road, Warfield, Bracknell, Berkshire, RG42 6BH, holder of British Passport No 527920394, make this declaration believing to be true and understanding that it may be placed before the UK authorities do solemnly and sincerely declare that: -

1. The building namely 82A Laburnum Road, Hayes UB3 4JZ was purchased by Poly Developments Ltd on 17 April 2010 and was used as a separate property.
2. There was a sitting tenant at the time of purchase namely Mr Gediminus Ragauskas. He continued staying in the property until 21 May 2016 without interruption. He paid rents regularly without default.
3. Poly Developments Ltd paid Council Tax from 17 May 2010 until February 2016. From February 2016 to 21 May 2016 Tenant Mr Ragauskas had to pay. From 21 May 2016 to 06 January 2017 during refurbishment and advertisement for renting, Poly Developments paid Council Tax. Thereafter new Tenant Miss Owolabi is paying Council Tax.
4. During refurbishment contractor carrying out the refurbishment namely Mr Marek Skrzeta slept in the property. After completion of refurbishment, upon Poly Developments request and to deter burglars who has broken in to the property earlier, Mr Skrzeta, continued living in the property until 7 January 2017 when new tenant Miss Owolabi rented the property and she is still living there.

And I make this solemn declaration consciously believing the same to be true and by virtue of Statutory Declaration Act 1835.

Declared at ^{Windsor} Ascot Berkshire

On 31st day of ^{August} 2017

Before



Signed

A Commissioner for Oaths/Solicitor empower to administer

REBECCA SWEETMAN
Solicitor
Windsor House, Victoria Street
Windsor, Berks SL4 1EN
Tel: 01753 851591

APPENDIX 6



Janet C Alexander BA (Hons)
Valuation Officer

London - North Group

Chase House
305 Chase Road
Southgate
London
N14 6LZ

The Council Taxpayer
82a
Laburnum Road
Harlington
Hayes
Middx
UB3 4JZ

Your Reference :

Our Reference : 5510/BA/111134/541

Please Ask For : **L Jackson**

Contact Numbers: Tel 0208 276 2700
Fax 0208 276 2799

Date : 7 February 2011

Dear Sir/Madam,

COUNCIL TAX : NOTICE OF MAKING A NEW ENTRY IN THE VALUATION LIST

I have altered the Valuation List by making the new entry shown below because your property comprises a dwelling for Council Tax purposes and it is not shown in the Valuation List.

Billing Authority : HILLINGDON

Reference Number : 544113945

Address : 82A, LABURNUM ROAD, HARLINGTON, HAYES, MIDDLESEX, UB3 4JZ

Band : A

Effective Date of Alteration : 1 April 2008

The band is based on the estimated open market value of the property at 1 April 1991 subject to certain statutory assumptions. The enclosed leaflet explains the importance of this Notice, and the appeals system.

If you do not agree with this Notice, you may appeal against the new entry and/or the effective date. If you wish to appeal please let me know and I will send you a 'proposal form'. Your proposal must reach me within 6 months from the date of this Notice.

If you have any questions please contact the person named above, who will be happy to help you. Questions about paying Council Tax should, however, be made to your local Council, shown above as the Billing Authority. They have already been notified of this change.

Yours faithfully,

Janet C Alexander BA (Hons)
Listing Officer.

Enc.

VO 7702 (2000 v 3)

APPENDIX 7

STATUTORY DECLARATION

OF MAREK SKRZETA

I Marek Skrzeta of, 13 Bargeman Road, Maidenhead, Berkshire SL6 2SG, holder of Polish ID No CDV 921796, Builder, make this declaration believing to be true and understanding that it may be placed before the UK authorities do solemnly and sincerely declare that: -

I had a contract with Poly Developments Ltd for refurbishment of the property namely 82A Laburnum Road, Hayes UB3 4JZ. I together with my workmate carried out works upon departure of tenant in last week of May 2016 and completed the works in late October 2016. During refurbishment, I slept in the property to save time for journey from my residence in Maidenhead to said property. During refurbishment burglars broke in to property and police visited the property. After refurbishment at the request of employer I slept in the property until 06 January 2007. Following day new tenant arrived.

And I make this solemn declaration consciously believing the same to be true and by virtue of Statutory Declaration Act 1835.

Maidenhead
Declared at ~~Slough~~ Berkshire

Marek Skrzeta

On 24th day of August 2017

Before

P. W. [Signature]

Signed

A Commissioner for Oaths/Solicitor empower to administer

Peter Mason-Apps
A Solicitor empowered
to administer oaths
The Old Post Office
Old Post Office Lane
Maidenhead, Berkshire

APPENDIX 8

STATUTORY DECLARATION

OF ZYDRUNAS SUKEVICIUS

I Zydrunas Sukevicius, of 51 Keats Way, West Drayton, UB7 9DS holder of Lithuanian Passport No 38111220983, Carpenter, make this declaration believing to be true and understanding that it may be placed before the UK authorities do solemnly and sincerely declare that: -

Mr Gediminus Ragauskas is my compatriot. I know he was tenant in 82A Laburnum Road, Hayes at least since 2009. He moved to another property in May 2016. Upon his departure refurbishment work started. I worked as part time Carpenter for refurbishing Shower Room & Kitchenette furniture. I worked for my main employer until 5pm and thereafter I worked in 82A Laburnum Road for few hours each week.

Other refurbishment works was carried out by a Polish Builder. I can confirm that all evidence proved to me that he was eating and sleeping in the premises.

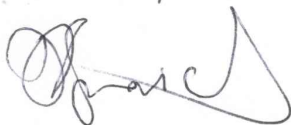
And I make this solemn declaration consciously believing the same to be true and by virtue of Statutory Declaration Act 1835.

Declared at



On 1st day of September 2017

Before



Signed Deepale Braich

A Commissioner for Oaths^h/Solicitor empower to administer

hsbs LAW

Solicitors & Commissioner for Oaths
(SRA No. 494794)
6, Red Lion House, Alexandra Road,
Hounslow, TW3 1JS
Tel: 0208 577 5317

APPENDIX 9

ASSURED SHORTHOLD TENANCY AGREEMENT

Notes for Guidance

Insert date of agreement.

The address of the property to be let. For shared properties, be sure to identify clearly the tenant's room or part of the property e.g. by giving it a number.

The landlord should give here an address in England and Wales.

Insert full name(s), and address(es) (if relevant) of every tenant.

Insert name and address of guarantor. Delete if none.

Insert period of term in weeks/months and date tenancy begins.

* delete as applicable depending on whether rent is to be paid monthly or weekly.

* delete as applicable
NB If rent is paid weekly, a rent book must be provided to the tenant.

† If paid weekly, give the day in the week e.g. Monday

NB The deposit should not exceed two months' rent.

Delete this section if there is no inventory.

Dated

The Property

(hereinafter called 'the Property')

The Landlord
(hereinafter called 'the Landlord')

The Tenant
(hereinafter called 'the Tenant')

The Guarantor
(hereinafter called 'the guarantor')

The Term

The Rent

The Payment Date

The Deposit

The Inventory

30 / MAY / 2009

82A LABURNAM ROAD GARAGE
HAYES MIDDLESEX
UB3 4JZ

82 LABURNAM ROAD
of HAYES MIDDLESEX
UB3 4JZ

This is the Landlord's address for service of notices until the Tenant is notified of a different address in England and Wales

GEDIMINAS RAGAUSKAS
of

Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement.

of

12 months beginning on 30 / MAY / 09 ('the fixed period')

The tenancy will then continue, still subject to the terms and conditions set out in this Agreement, from month to month/week to week * from the end of this fixed period unless or until the Tenant gives notice that he wishes to end the Agreement as set out in clause 4 overleaf, or the Landlord serves on the Tenant a notice under Section 21 of the Housing Act 1988, or a new form of Agreement is entered into, or this Agreement is ended by consent or a court order.

£ 500 per calendar month/week *

by way of standing order into the Landlord's bank, details of which have been provided to the Tenant*.

The first payment to be made on the signing of this Agreement. All subsequent payments to be made monthly/weekly * in advance on the 27/06/09 day of the month/ of each week *†.

£ 500

The deposit to be held as security by the Landlord for any loss or damage caused by the breach of any of the Tenant's obligations under this Agreement, or any sum repayable by the Landlord to the Local Authority in respect of Housing Benefit paid direct to the Landlord. See also clause 5 overleaf.

Being the list of the Landlord's possessions at the Property and details of condition which has been signed by the Landlord and the Tenant, a copy of which is annexed hereto.

Insert here any additional terms you would like incorporated into the Agreement.

Additional provisions (if any)

Keep ELECTRICITY IN CREDIT AT ALL TIMES,
NOT TO THROW EXCESS TISSUES OR SANITARY TOWEL IN TOILET,
NO SMOKING WITHIN PROPERTY
CLEARED FUNDS ON THE DATE SET ON CONTRACT
BANK ACCOUNT DETAILS
LLOYDS TSB
AC 01725467 J. UBBI
SC 30-98-91

ID taken References, Passport Copy
Provisional Driving licence

Landlord signs here

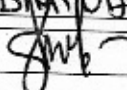
Landlord's signature

Witness (if any) to sign here

Witness's signature

All tenants to sign here

Tenant's signature(s)


SEDIKAS RAGANSKAS

MILDA KROMELYTE

Witness (if any) to sign here

Witness's signature

Guarantor to sign here (if any)

Guarantor's signature

Witness to sign here

Witness's signature



APPENDIX 10



COUNCIL TAX BILL FOR 2012 / 2013

Date of Issue :- 15-JUN-2012

MR MICHAEL DANESHVAR
POLY DEVELOPMENTS LTD
GLENWOOD
BRACKNELL ROAD
WARFIELD
BERKS
RG42 6BH

Payment Line Tel **01895 556699**
For Council Tax Enquiries Phone **0300 123 1384**
Your Account Reference Number is **36975697**

000305HILLCT

Reason:Change Val

This bill refers to : 82A LABURNUM ROAD HARLINGTON HAYES MIDDX UB3 4JZ		COUNCIL TAX FOR YOUR BAND	
		£	% change from 2011/2012
		London Borough Of Hillingdon	741.95
		Greater London Authority	204.48
		Total	946.43
Valuation Band	A		
Disabled Band			
Property Ref No.	544113945		
			Overall change -0.2%

	<u>FROM</u>	<u>TO</u>	£
Band Change Increase For Period Band A	17-MAY-2010	31-MAR-2011	828.96
25% Discount For Single Occupancy	10-SEP-2010	31-MAR-2011	-131.88
Band Change Increase For Period Band A	01-APR-2011	31-MAR-2012	948.50
25% Discount For Single Occupancy	01-APR-2011	31-MAR-2012	-237.13
Band Change Increase For Period Band A	01-APR-2012	31-MAR-2013	946.43
25% Discount For Single Occupancy	01-APR-2012	31-MAR-2013	-236.61
Payments Received As At Date Of Issue			-422.27

AMOUNT DUE	£	1696.00
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PAYMENT INSTRUCTIONS

FIRST INSTALMENT DUE ON 10/07/2012

7 OTHER INSTALMENTS DUE FROM 10/08/2012 TO 10/02/2013

INSTALMENTS TO BE PAID BY:DIRECT DEBIT 10TH OF MONTH MONTHLY

1 X 212.00

7 X 212.00

Account Number : 36975697

29148/1158



COUNCIL TAX BILL FOR 2013/14

Date of Issue :- 11-MAR-2013

MR MICHAEL DANESHVAR
POLY DEVELOPMENTS LTD
GLENWOOD
BRACKNELL ROAD
WARFIELD
BERKS
RG42 6BH

206

000022/Page 1 of 1/000020

Payment Line Tel **01895 556699**
Council Tax Office Tel **0300 123 1384**
Calls are charged to customers at the same rate
(including mobiles) as calling a 01 or 02 number.
Your Account Reference Number is **36975697**

Reason: Annual

This bill refers to : 82A LABURNUM ROAD HARLINGTON HAYES MIDDX UB3 4JZ		COUNCIL TAX FOR YOUR BAND	
		£	% change from 2012/2013
		London Borough Of Hillingdon	741.95
		Greater London Authority	202.00
		Total	943.95
Valuation Band	A		
Disabled Band			
Property Ref No.	544113945		
		Overall change -0.3%	

Charge For Period Band A
25% Discount For Single Occupancy

FROM	TO	£
01-APR-2013	31-MAR-2014	943.95
01-APR-2013	31-MAR-2014	-235.99

01 APRIL 2013

AMOUNT DUE	£	707.96
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PAYMENT INSTRUCTIONS
FIRST INSTALMENT DUE ON 10/04/2013
9 OTHER INSTALMENTS DUE FROM 10/05/2013 TO 10/01/2014
INSTALMENTS TO BE PAID BY:DIRECT DEBIT 10TH OF MONTH MONTHLY

1 X 68.96
9 X 71.00

40080/4868



17

HILLINGDON
LONDON

COUNCIL TAX BILL FOR 2014/15

Date of Issue :- 05-MAR-2014

Mr Michael Daneshvar
Poly Developments Ltd
Glenwood
Bracknell Road
Warfield
Berks
RG42 6BH

Payment Line Tel **01895 556699**
Council Tax Office Tel **0300 123 1384**
Calls are charged to customers at the same rate
(including mobiles) as calling a 01 or 02 number.
Your Account Reference Number is **36975697**



060094/326

Reason: Annual

This bill refers to : 82A LABURNUM ROAD HARLINGTON HAYES MIDDX UB3 4JZ		COUNCIL TAX FOR YOUR BAND	
		£	% change from 2013/2014
		London Borough Of Hillingdon	741.95
		Greater London Authority	199.33
		Total	941.28
Valuation Band	A		
Disabled Band			
Property Ref No.	544113945		
		Overall change -0.3%	

Charge For Period Band A
25% Discount For Single Occupancy

FROM	TO	£
01-APR-2014	31-MAR-2015	941.28
01-APR-2014	31-MAR-2015	-235.32

AMOUNT DUE	£	705.96
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PAYMENT INSTRUCTIONS
FIRST INSTALMENT DUE ON 10/04/2014
9 OTHER INSTALMENTS DUE FROM 10/05/2014 TO 10/01/2015
INSTALMENTS TO BE PAID BY:DIRECT DEBIT 10TH OF MONTH MONTHLY

1 X 66.96
9 X 71.00

62256/3115



COUNCIL TAX BILL FOR 2015/16

Date of Issue :- 05-MAR-2015

Mr Michael Daneshvar
Poly Developments Ltd
Glenwood
Bracknell Road
Warfield
Berks
RG42 6BH

Payment Line Tel **01895 556699**
Council Tax Office Tel **0300 123 1384**
Calls are charged to customers at the same rate
(including mobiles) as calling a 01 or 02 number.
Your Account Reference Number is **36975697**



063065/340

Reason: Annual

This bill refers to :		COUNCIL TAX FOR YOUR BAND	
82A LABURNUM ROAD HARLINGTON HAYES MIDDX UB3 4JZ		£	% change from 2014/2015
Valuation Band A		London Borough Of Hillingdon	741.95 0.0
Disabled Band		Greater London Authority	196.67 -1.3
Property Ref No. 544113945		Total	938.62
		Overall change -0.3%	

00340060 1568212 1 053055 1 of 1 000000



Charge For Period Band A
25% Discount For Single Occupancy

FROM	TO	£
01-APR-2015	31-MAR-2016	938.62
01-APR-2015	31-MAR-2016	-234.66

AMOUNT DUE £ 703.96

MEMORANDUM NOTE

YOUR INSTALMENTS FOR 2015/16 DO NOT INCLUDE YOUR 2014/15 ACCOUNT BALANCE
AS AT 27/02/2015 YOUR 2014/15 COUNCIL TAX ACCOUNT BALANCE IS .68

PAYMENT INSTRUCTIONS

FIRST INSTALMENT DUE ON 10/04/2015
9 OTHER INSTALMENTS DUE FROM 10/05/2015 to 10/01/2016
INSTALMENTS TO BE PAID BY:direct debit 10th of month Monthly

10 APRIL

1 X 73.96
9 X 70.00



HILLINGDON
LONDON

COUNCIL TAX BILL FOR 2016 / 2017

Date of Issue :- 27-JAN-2017

Mr Michael Daneshvar
Poly Developments Ltd
Glenwood
Bracknell Road
Warfield
Berks
RG42 6BH

Do more online at www.hillingdon.gov.uk/counciltax
Online key: SSNJ8CMDW3

Your Account Reference Number is **3816723X**
Payment Line Tel **01895 556699**
For Council Tax Enquiries Phone **0300 123 1384**
*Calls are charged to customers at the same rate
(including mobiles) as calling a 01 or 02 number.*



000288/HILLCT

Reason: Close Acc

This bill refers to: 82A LABURNUM ROAD HARLINGTON HAYES MIDDX UB3 4JZ		COUNCIL TAX FOR YOUR BAND	
		£	% change from 2015/2016
		London Borough Of Hillingdon	741.95 0.0
		Greater London Authority	184.00 -6.4
		Total	925.95
Valuation Band	A		
Disabled Band			
Property Ref No.	544113945		
		Overall change -1.3%	

	FROM	TO	£
Charge For Period	21-MAY-2016	06-JAN-2017	£586.01
Discount For Empty Unfurnished Property	21-MAY-2016	10-JUN-2016	-£53.27
Prescribed Class C Discount (0.00%)	11-JUN-2016	06-JAN-2017	£0.00
Payments Received As At Date Of Issue			-£531.84

AMOUNT DUE £ 0.90

PAYMENT INSTRUCTIONS

Balance due on or before 10/02/2017

1 X 0.90

TO BE PAID BY Cash Payments

Account Number : 3816723X

148502/658





COUNCIL TAX BILL FOR 2016 / 2017

Date of Issue :- 27-JAN-2017

Mr Michael Daneshvar
Poly Developments Ltd
Glenwood
Bracknell Road
Warfield
Berkshire
RG42 6BH

Do more online at www.hillingdon.gov.uk/counciltax
Online key: SSNJ8CMDW3

Your Account Reference Number is **3816723X**
Payment Line Tel **01895 556699**
For Council Tax Enquiries Phone **0300 123 1384**
*Calls are charged to customers at the same rate
(including mobiles) as calling a 01 or 02 number.*



000000HILLCT

Reason: Close Acc

This bill refers to: 82A LABURNUM ROAD HARLINGTON HAYES MIDDX UB3 4JZ		COUNCIL TAX FOR YOUR BAND	
		£	% change from 2015/2016
		London Borough Of Hillingdon	741.95 0.0
		Greater London Authority	184.00 -6.4
		Total	925.95
Valuation Band	A		
Disabled Band			
Property Ref No.	544113945		
		Overall change -1.3%	

		FROM	TO	£
Charge For Period	Band A	21-MAY-2016	06-JAN-2017	£586.01
Discount For Empty Unfurnished Property		21-MAY-2016	10-JUN-2016	-£53.27
Prescribed Class C Discount (0.00%)		11-JUN-2016	06-JAN-2017	£0.00
Payments Received As At Date Of Issue				-£531.84

AMOUNT DUE	£	0.90
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PAYMENT INSTRUCTIONS

Balance due on or before 10/02/2017

1 X 0.90

TO BE PAID BY Cash Payments

Account Number : 3816723X

148502/658

APPENDIX 11

ASSURED SHORTHOLD TENANCY AGREEMENT

Notes for Guidance

Insert date of agreement.

Dated

17/04/2010

The address of the property to be let. For shared properties, be sure to identify clearly the tenant's room or part of the property e.g. by giving it a number.

The Property (hereinafter called 'the Property')

82 Laburnum Road
Hayes, Middlesex
UB3 4JZ

The landlord should give here an address in England and Wales.

The Landlord (hereinafter called 'the Landlord')

Poly development limited
of GLENWOOD, BRACKNELL ROAD, Warfield
BRACKNELL RG42 6BH

This is the Landlord's address for service of notices until the Tenant is notified of a different address in England and Wales

Insert full name(s), and address(es) (if relevant) of every tenant.

The Tenant (hereinafter called 'the Tenant')

MILDA KROMELYTE GEDIMINAS ROBAUSKAS
of 82A LABURNUM ROAD, HAYES, MIDDLESEX
UB3 4JZ

GEDIMINAS

07930

225879

MILDA

07930

226089

Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement.

Insert name and address of guarantor. Delete if none.

The Guarantor (hereinafter called 'the guarantor')

of

Insert period of term in weeks/months and date tenancy begins.

The Term

12 beginning on 17/04/2010 ('the fixed period')

The tenancy will then continue, still subject to the terms and conditions set out in this Agreement, from month to month/week to week * from the end of this fixed period unless or until the Tenant gives notice that he wishes to end the Agreement as set out in clause 4 overleaf, or the Landlord serves on the Tenant a notice under Section 21 of the Housing Act 1988, or a new form of Agreement is entered into, or this Agreement is ended by consent or a court order.

* delete as applicable depending on whether rent is to be paid monthly or weekly.

* delete as applicable NB If rent is paid weekly, a rent book must be provided to the tenant.

The Rent

£500 per calendar month/week *

by way of standing order into the Landlord's bank, details of which have been provided to the Tenant*.

† If paid weekly, give the day in the week e.g. Monday

The Payment Date

The first payment to be made on the signing of this Agreement. All subsequent payments to be made monthly/weekly * in advance on the 26 day of the month/ Month of each week *†.

NB The deposit should not exceed two months' rent.

The Deposit

£500

The deposit to be held as security by the Landlord for any loss or damage caused by the breach of any of the Tenant's obligations under this Agreement, or any sum repayable by the Landlord to the Local Authority in respect of Housing Benefit paid direct to the Landlord. See also clause 5 overleaf.

Delete this section if there is no inventory.

The Inventory

Being the list of the Landlord's possessions at the Property and details of condition which has been signed by the Landlord and the Tenant, a copy of which is annexed hereto.

gedas@yahoo.co.uk

Additional provisions
(if any)

Payment details as requested
direct debit to be provided by
Poly development Ltd
GREENWOOD
BLACKNELL ROAD
WARKFIELD
BLACKNELL
RG42 6BH
01344 883504
01768 916053,

Landlord's signature

Witness's signature

Tenant's signature(s)

Transf gf

Witness's signature

Guarantor's signature

Witness's signature

TENANCY AGREEMENT - ENGLAND & WALES

(for an Unfurnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY 82A Beards Road, Ashford, Middlesex TW15 1 TD

The LANDLORD Poly Developments Ltd

of Glenwood, Bracknell Road, Warfield, Bracknell, Berks RG42 6BH

The TENANT Mr Gediminas Ragauskas

The TERM 12 months beginning on 17 April 2011

The RENT £515.- per month payable in advance on the 1st day of each month

The DEPOSIT £500.- which will be registered with one of the Government authorised tenancy deposit schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules.

DATED 17 March 2011

Signed and executed as a Deed by the following parties

Landlord

Landlord(s) name(s)

Landlord(s) signature(s)

Tenant

Tenant(s) name(s) GEDIMINAS RAGAUSKAS

Tenant(s) signature(s)

In the presence of:

Witness signature

Full name

Address

Witness signature

Full name

Address

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

IMPORTANT NOTICE TO LANDLORDS:

- 1 The details of The LANDLORD near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name, or all names in the case of joint Landlords.
- 2 Always remember to give the written Notice Requiring Possession to the Tenant at least two clear months before the end of the Term if you want the tenant to vacate.
- 3 Before granting the tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning the deposit into the tenancy agreement or to alter or delete any of the terms appearing in the form below. Details of the websites of the scheme providers are set out in Note 4 for tenants below. Currently only the The Tenancy Deposit Scheme has such requirements.

IMPORTANT NOTICE TO TENANTS:

- 1 In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
- 2 If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property and this Agreement is not appropriate.
- 3 If the total amount of rent exceeds £25,000 (£100,000 from 1 October 2010) per annum, an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate. Seek legal advice.
- 4 Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at www.depositprotection.com. My Deposits at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.thedisputeservice.co.uk.
- 5 If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

(*delete as appropriate)

TENANCY AGREEMENT - ENGLAND & WALES

(for an Unfurnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY 82A Laburnum Road, Hayes, Middlesex UB3 4JZ

The LANDLORD Poly Developments Ltd

of Glenwood, Bracknell Road, Warfield, Bracknell, Berks RG42 6BH

The TENANT Mr Gediminas Ragauskas

The TERM 12 months beginning on 17 April 2012

The RENT £515.- per month payable in advance on the 1st day of each month

The DEPOSIT £500.- which will be registered with one of the Government authorised tenancy deposit schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules.

DATED 28. March 2012

Signed and executed as a Deed by the following parties

Landlord

Landlord(s) name(s)

POLY DEVELOPMENTS LTD

Landlord(s) signature(s)

In the presence of:

Witness signature _____

Full name _____

Address _____

Tenant

Tenant(s) name(s)

GEDIMINAS
RAGAUSKAS

Tenant(s) signature(s)

Witness signature _____

Full name _____

Address _____

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

IMPORTANT NOTICE TO LANDLORDS:

- 1 The details of The LANDLORD near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name, or all names in the case of joint Landlords.
- 2 Always remember to give the written Notice Requiring Possession to the Tenant at least two clear months before the end of the Term if you want the tenant to vacate.
- 3 Before granting the tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning the deposit into the tenancy agreement or to alter or delete any of the terms appearing in the form below. Details of the websites of the scheme providers are set out in Note 4 for tenants below. Currently only the The Tenancy Deposit Scheme has such requirements.

IMPORTANT NOTICE TO TENANTS:

- 1 In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
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- 3 If the total amount of rent exceeds £25,000 (£100,000 from 1 October 2010) per annum, an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate. Seek legal advice.
- 4 Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at www.depositprotection.com. My Deposits at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.thetds.co.uk.
- 5 If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

(*delete as appropriate)

TENANCY AGREEMENT - ENGLAND & WALES

(for an Unfurnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY 82A Laburnum Road, Hayes, Middlesex UB3 4JZ

The LANDLORD Poly Developments Ltd

or Glenwood, Bracknell Road, Warfield, Bracknell, Berks RG42 6BH

The TENANT Mr Gediminas Ragauskas

The TERM 12 months beginning on 17 April 2013

The RENT £540.- per month payable in advance on the 1st day of each month

The DEPOSIT £500.- which will be registered with one of the Government authorised tenancy deposit schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules.

DATED 26 April 2013

Signed and executed as a Deed by the following parties

Landlord

Tenant

Landlord(s) name(s)

Tenant(s) name(s) GEDIMINAS RAGAUŠKAS

Landlord(s) signature(s)

Tenant(s) signature(s)

In the presence of:

Witness signature

Witness signature

Full name

Full name

Address

Address

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

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- 2 Always remember to give the written Notice Requiring Possession to the Tenant at least two clear months before the end of the Term if you want the tenant to vacate.
- 3 Before granting the tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning the deposit into the tenancy agreement or to alter or delete any of the terms appearing in the form below. Details of the websites of the scheme providers are set out in Note 4 for tenants below. Currently only the The Tenancy Deposit Scheme has such requirements.

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- 1 In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
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- 4 Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at www.depositprotection.com, My Deposits at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.thedisputeservice.co.uk.
- 5 If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

(*delete as appropriate)

TENANCY AGREEMENT - ENGLAND & WALES

(for an Unfurnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY 82A Laburnum Road, Hayes, Middlesex UB3 4JZ

The LANDLORD Poly Developments Ltd

of Glenwood, Bracknell Road, Warfield, Bracknell, Berks RG42 6BH

The TENANT Mr Gediminas Ragauskas

The TERM 12 months beginning on 17 April 2014

The RENT £540.- per month payable in advance on the 1st day of each month

The DEPOSIT £500.- which will be registered with one of the Government authorised tenancy deposit schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules.

DATED 26 April 2014

Signed and executed as a Deed by the following parties

Landlord

Landlord(s)' name(s)

Landlord(s)' signature(s)

Tenant

Tenant(s)' name(s)

Contact Telephone number:

Tenant(s)' signature(s)

In the presence of:

Witness signature

Full name

Address

Witness signature

Full name

Address

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

IMPORTANT NOTICE TO LANDLORDS:

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- 2 Always remember to give the written Notice Requiring Possession to the Tenant at least two clear months before the end of the Term if you want the tenant to vacate.
- 3 Before granting the tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning the deposit into the tenancy agreement or to alter or delete any of the terms appearing in the form below. Details of the websites of the scheme providers are set out in Note 4 for tenants below. Currently only the The Tenancy Deposit Scheme has such requirements.

IMPORTANT NOTICE TO TENANTS:

- 1 In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
- 2 If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property and this Agreement is not appropriate.
- 3 If the total amount of rent exceeds £25,000 (£100,000 from 1 October 2010) per annum, an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate. Seek legal advice.
- 4 Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at www.depositprotection.com. My Deposits at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.thedisputeservice.co.uk.
- 5 If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

TENANCY AGREEMENT – ENGLAND & WALES

(for an Unfurnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY

82A Laburnum Road, Hayes, MDDX UB3 4JZ

The LANDLORD

Poly Devedlopments Ltd

of Glenwood, Bracknell Road
Warfield, Bracknell
RG42 6BH

The TENANT

Mr Gediminas Ragauskas

The TERM

12 months beginning on 17 April 2015

The RENT

£ 555.00 per month payable in advance on the 1st of each month

The DEPOSIT

£ 500.00 which will be registered with one of the Government authorised tenancy deposit schemes ('the Tenancy Deposit Protection Scheme') in accordance with the rules of the appropriate Tenancy Deposit Protection Scheme Rules.

DATED

30 March 2015

and executed as a Deed by the following parties

Landlord

Tenant

Landlord(s) name(s)

Tenant(s) name(s)

Landlord(s) signature(s)

Tenant(s) signature(s)

in the presence of:

Witness signature

Witness signature

Full name

Full name

Address

Address

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

IMPORTANT NOTICE TO LANDLORDS:

- 1 The details of 'The LANDLORD' near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name, or all names in the case of joint Landlords.
- 2 Always remember to give the written Section 21 Notice Requiring Possession (available from Lawpack) to the Tenant at least two clear months before the end of the Term if you want the tenant to vacate. You can serve the notice later, but the term then continues until at least two months after it is served.
- 3 Before granting the tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning the deposit into the tenancy agreement or to alter or delete any of the terms appearing in the form below. Details of the websites of the scheme providers are set out in Note 4 for tenants below. Currently, only The Tenancy Deposit Scheme has such requirements (see clause 5.4), for which a schedule to this agreement is provided with this agreement.

IMPORTANT NOTICE TO TENANTS:

- 1 In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
- 2 If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property and this Agreement is not appropriate.
- 3 If the total amount of rent per annum exceeds £100,000, an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate.
- 4 Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at www.depositprotection.com, My Deposits at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.thedisputeservice.co.uk.
- 5 For tenancies starting after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

(*delete as appropriate)

APPENDIX 12

Assured shorthold tenancy agreement

with deposit protection from
The Dispute Service

for the premises at
82a Laburnham Road
Hayes
UB3 4JZ



Contents

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

The agreement has been written in accordance with the Plain English Campaign's Crystal Mark scheme, although sections H and J and the attachments have not.

Your landlord will probably print out two copies of this agreement for you both to sign - one for you to keep (known as the 'original') and the other for the landlord to keep (known as the 'counterpart').

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

Part		Page
A	Definitions	3
B	Main terms of this agreement	4
C	Signatures	6
D	General clauses	7
E	Tenant's responsibilities	8
F	Landlord's responsibilities	15
G	Inventory and the condition of the property	17
H	Protecting your deposit	18
I	Ending the tenancy	19
J	Special terms for the tenancy	21

Attachment 1 - Regulations for the shared areas of the building if you live in a flat

Attachment 2 - Prescribed information

Conditions of use of this agreement

This tenancy agreement has been created using the British Property Federation's assured shorthold tenancy agreement.

British Property Federation tenancy agreements are legal documents that will have a binding effect and are only intended for use in relation to property in England and Wales. In producing them, we have tried to cover most common circumstances and conditions. However, how appropriate they are will depend on your property's specific circumstances and your requirements as a landlord. You may wish to take legal advice on the suitability of the documents to your individual circumstances.

By creating this document, you (the person or company identified as the 'landlord' on page 4) agree to abide by these conditions.

British Property Federation
1 Warwick Row, 7th Floor, London SW1E 5ER
Tel: 020 7828 0111, Fax: 020 7834 3442, www.bpf.org.uk
Registered in England and Wales, number 778293

Our (Landlord) Initials _____ 

Your (Tenant) Initials _____

A Definitions

We need to use some legal terms in this tenancy agreement. By providing this list of definitions we aim to help explain some terms that you may find in this tenancy agreement.

Term	Meaning
The premises	This includes any parts of the house or flat, gardens, paths, fences, boundaries or other outbuildings or parking spaces that belong to us and form part of the tenancy. When the tenancy is part of a larger building, the premises include the right to use shared access and other similar facilities.
The building	If the premises are part of a larger building, such as a flat in a block of flats, this term means that building and any of its grounds.
Landlord, we, us	This includes the person or people who own the premises. This gives us the right to take back the premises at the end of the tenancy.
Tenant, you, your	This includes anyone who is entitled to use the premises under the terms of the tenancy. If this is a joint tenancy you are all responsible (separately and jointly) for the tenants' responsibilities. This is known as joint and several liability (see below).
Joint and several liability	Joint and several liability means that both individually and jointly all of the tenants are individually and jointly responsible for paying rent and for all other tenants' responsibilities during the tenancy.
Guarantor	This is someone who agrees to meet your responsibilities under this tenancy agreement if you do not keep to them (for example, paying your rent).
The term of the tenancy	How long the tenancy lasts as set out in this agreement and shown in clause B4.
Deposit	The money you give our managing agent in case you fail to keep to any of the terms of this agreement. This money will be protected in a deposit scheme approved by the Government. Either we or the agent will hold the money during the tenancy or we will send it to one of the three Government deposit schemes to hold during the tenancy (see below).
Stakeholder for deposit	We or the managing agent can only take money from your deposit at the end of the tenancy if you agree, or unless the ICE (see below) or another organisation for the relevant scheme decides otherwise.
Contents	Any of our furniture, furnishings, sanitaryware (toilet bowls, cisterns, baths, basins, showers and other fittings), decorative features, electrical equipment, other equipment or any floor, ceiling or wall including anything listed in any inventory we supply (see below).
Our permission	If the agreement states you need our permission to do something, you must ask us to give you our permission in writing to avoid misunderstandings later.
Inventory and condition of the property	The document we have had prepared showing details of our fixtures, fittings, furnishings, equipment and so on, including the condition of the premises in general. We will rely on the inventory at the end of the tenancy to assess any damage (other than reasonable wear and tear), so you should check it carefully at the start of the tenancy.
ICE	The independent case examiner for the deposit schemes approved by the Government.
TDS	The Dispute Service - the Government deposit scheme we have selected for this tenancy.
Managing agent	The agent we ask to manage the premises and tenancy on our behalf.
Month	One 'calendar' month (for example, January, February and so on), not just four weeks.

Our (Landlord) Initials 

Your (Tenant) Initials _____

B Main terms of this agreement

1. Date on which the agreement is made:
2. The people involved:
 - 2a Us (the landlord): **Poly Developments Ltd**

Address: **Glenwood
Bracknell Road
Warfield
RG42 6BH**
 - 2b You (the tenant): **Miss Oluwatoyin Owolabi**

Address: **26a Barnard Gardens
Hayes
UB4 9ER**
3. The premises (full address): **82a Laburnham Road
Hayes
UB3 4JZ**

Permitted Occupiers (if any)

4. The term of the tenancy: **12 Month**
Beginning on: **7 January 2017**
Ending on: **6 January 2018**
5. The rent: **£800.00 (Eight Hundred Pounds) Monthly**
You must pay the rent on the **Seventh** of every month for the term of the tenancy.
You must pay the first month's rent to our managing agent's bank. Thereafter you must pay the rent by **standing order** to **our** account.*
6. The deposit
You must pay a deposit when you sign this agreement (or before, if we have asked you to).

***The Deposit of £800.00 (Eight Hundred Pounds) paid by the Tenant**

***The Deposit is held by Hunters Residential Lettings who is a member of the Tenancy Deposit Scheme.**

Our managing agent will hold your deposit. Any interest on it will be paid to Hunters Residential Lettings.

*These clauses are drafted by the writer and are therefore not covered by the Plain English Campaign's Crystal Mark, which covers the rest of this document..

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

B Main terms of this agreement

7. Our managing agent's name: **Hunters Residential Lettings**
Address: **2 Crescent Office Park**
Bath
BA2 2AF

Our agent's bank details:

Account Name	Hunters Residential Lettings client account
Bank	HSBC
Sort Code	40-09-19
Account Number	42430134

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

C Signatures

Your landlord will print out two copies of this agreement for you both to sign – one for the landlord to keep (known as the 'counterpart') and the other for you to keep (known as the 'original').

Important - by signing this agreement, you agree that you have read and accept the full conditions of your tenancy.

The clauses in part B on page 4 set out the rent you have agreed to pay and the length of the tenancy, our (as the landlord) and your (as the tenant) details, the premises this agreement applies to and the deposit you have agreed to pay.

The clauses in parts C to I set out your and our responsibilities under this agreement.

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

Our signature (the landlord or agent on their behalf)

.....

.....

Poly Developments Ltd

.....

.....

.....

Your signature (the tenant)

.....

Miss Oluwatoyin Owolabi

Our (Landlord) Initials 

Your (Tenant) Initials

D General clauses

1. **Housing Act 1988**

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

2. **Our address for serving notices**

Section 48 of the Landlord and Tenant Act 1987 says we must give you an address where you can serve a notice (or notices) on us if you need to in relation to this agreement. Please use our agents address shown in clause B7.

3. **Serving notices properly**

If either we or you serve a notice under this agreement, we will treat it as being served properly if it is delivered by hand or sent by recorded or registered delivery or by first class post. We will assume it has been received two working days after the date it was posted. However, if it is delivered by hand before 5pm, it will be treated as being served on the next working day. If a notice is not served properly it will not be valid.

4. **Our Bank details for payment of rent:**

Account Name:	Poly Developments
Bank	HSBC
Sort Code	401310
Account Number	21593889

Our (Landlord) Initials 

Your (Tenant) Initials _____

E Your responsibilities

You agree to the following:

1. **Rent**

To pay rent as set out in clause B5 to our managing agent's bank set out in clause B7

2. **To pay interest if you pay your rent late**

To pay interest at 4% over the base rate of Barclays Bank plc (which we work out each day) on any rent you owe which is more than 14 days late. If the landlord charges this interest you will pay interest from the date you should have paid the rent until the date you actually pay.

3. **Not to withhold rent**

Not to withhold your rent or any other amounts due under this agreement just because we or our managing agent are holding your deposit.

4. **Bank charges**

To pay any bank charges we are charged by our bank if your cheque, direct debit or standing order is cancelled or not paid for any reason.

5. **Council tax**

To register with the council tax department or any other relevant office of the local authority to pay council tax for the term of the tenancy.

6. **Transfer and pay gas, water, electricity and phone charges. (see Section J Clause 5)**

You must register (in your name) with gas, electricity, water and phone companies (and sewerage companies, where this applies) and pay all charges for these services for the term of the tenancy. When your tenancy ends, you must arrange for the utility companies to take final meter readings for these services but do not ask the companies to cut the supply off. You agree that at the end of the Tenancy we or our managing agent can pass your forwarding details to the utility supplier

7. **Changing suppliers or installing payment meters**

You must not install any coin operated, prepaid card or key operated meters at the premises, or change gas, electricity or water suppliers without first getting our or our managing agent's permission in writing.

8. **TV licence**

You must pay the TV licence, cable television or satellite television charges (if you have any of these) for the term of the tenancy.

9. **Costs**

You agree to pay Our Agent any administration cost as shown in Section J of this agreement.

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

Our (Landlord) Initials _____ 

Your (Tenant) Initials _____

E Your responsibilities

10. Cleaning windows

You must clean, or have cleaned, all the windows you can reasonably reach on the premises (inside and out) at least once a month and within the last 14 days of the end of the tenancy.

11. Replace broken glass

You must, as soon as possible, replace and pay for, all broken glass if the breakage was your or a visitor's fault.

12. Replace light bulbs

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

13. Taking care of the premises

You must keep the inside of the premises and all fixtures and fittings in good and clean condition (this does not include reasonable wear and tear).

14. Drains

You are responsible for keeping all, drains, toilet bowls, cisterns, basins, baths, showers, water pipes and ducts (and other fittings you have reasonable access to) free from blockages. You will be responsible for the cost of repair for any blockages caused by your misuse.

15. Qualified contractors

You must use an appropriately qualified contractor to carry out any of your responsibilities to repair or maintain the premises. This particularly applies to clauses E10, E11 and E14 if the repair and maintenance might need specialist equipment for safety reasons.

16. Report faults

You must tell us as soon as possible and in writing about any repairs or faults we are responsible for. You may be legally responsible for any loss or costs which are as a result of a repair or fault you do not tell us about.

17. Allow us access to your home

- a. During the tenancy, as long as we give you at least one working day's notice (except in an emergency), you must allow us or our employees into the premises to:
 - inspect the condition of the premises;
 - carry out repairs or alterations to the premises or the premises next door;
 - during the last two months of the tenancy show the premises to possible new tenants or someone who wants to buy the premises;
 - carry out any other reasonable activity, including selling the premises, building work or raising a mortgage on the premises; and
 - carry out our legal responsibilities as the landlord.
- b. If after an inspection under clause E17a above we serve a notice of disrepair on you, you must carry out the work shown in the notice within one month of us serving the notice on you. If you do not do the work within that month we may enter the premises and carry out the work for you and then charge you the cost of the work.

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

E Your responsibilities

18. Regulations for shared areas

You must keep to the regulations for managing the shared areas of any building you live in with other people. We have attached a copy of the common regulations to this agreement.

19. Not overload electrical circuits

You must not overload the electrical circuits by using inappropriate multi-socket electrical adaptors or extension cables when connecting appliances to the mains.

20. Check smoke alarms

You must regularly test any smoke alarms (which use batteries) fitted in the premises and replace any battery in an alarm which you find is not working. You must pay the relevant costs if you need a contractor to carry out this work for you. You must let us know as soon as possible if the alarm does not work after you fit a new battery.

21. Prevent condensation

You must take reasonable care to heat and ventilate the premises to help prevent condensation. If there is condensation, you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.

22. Rubbish and storage

You must remove all rubbish from the premises by putting it in black bin bags in the dustbin or the large waste container provided outside and put it out to be collected on the relevant days.

23. Parking

If you rent a specific car parking space or garage as part of this tenancy, you must only park in that space and not store, keep or park any boat, caravan or commercial vehicle on it or on any shared car park.

24. Garden

If you have a garden, you must keep it clean and tidy, including cutting the grass and lawns regularly, and not dig up or cut down any trees, shrubs, or bushes unless you have our or our managing agent's permission in writing first. You must also keep the patio areas (if you have any), paths, garden areas, lawns, flowerbeds, shrubs or bushes and borders (if you have any) as tidy and free of weeds as they were at the start of the tenancy.

25. Insurance

We do not provide any cover under any insurance policy arranged by us for damage to your personal belongings or valuables. Nor do we provide cover for claims against you from other parties for damage to property or personal injury that results from something you have or have not done (we call this negligence). You should arrange insurance for these risks yourself.

26. Allowing notices on the premises

During the last two months of the tenancy, you must allow us to display a 'for sale' or 'to let' board or notice on the premises.

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

E Your responsibilities

27. How you can use the premises

You must not use the premises or the building for anything illegal or immoral.

You must not use the premises or the building for any registered trade or business.

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

28. Not change locks

You must not change or install any locks on any doors or windows at the premises or the building, or have any extra keys cut for any locks without our permission in writing. If you lose the keys to the premises or the building, you must pay us any costs to supply and fit replacement locks.

29. Not alter the premises

You must not change the inside or outside of the premises in any way apart from decorating the inside of the premises to a good standard in a colour we or our managing agent approve in writing before you carry out the work.

30. Not damage the premises

You must not damage the premises or the building, or allow anyone else to damage them. You must advise us of any damage to the premises or the building so that we can make repairs.

31. Not damage installations

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

32. Not transferring your legal rights

You must not transfer this tenancy to anyone else or take in lodgers, sublet, give up or share any part of the premises within the first three months of the tenancy. If you wish to do any of the above after the first three months you must first get our or our agent's permission in writing. If we or our agent give you permission you must pay all the costs involved for preparing the documents to transfer the tenancy. You will continue to be responsible for all your responsibilities in this agreement until a new agreement has been signed which details the transfer to someone else.

33. Empty premises

You must not leave the premises empty for any continuous period of more than 14 days, without telling us first. If you plan to leave the premises empty for more than 28 days, you must leave a key with us or our managing agent in case there is an emergency where we or our managing agent may need to get into the premises.

34. Nuisance and noise

You must not do anything at the premises or the building (including playing any radio, television or musical instrument) which causes a nuisance to or annoys us or your neighbours or which might reasonably be considered to be antisocial behaviour. In particular, you must not play any music which can be heard outside the premises between 11.00pm and 8.30am.

35. Harassment

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

E Your responsibilities

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

36. **Not place notices on the premises**

You must not place any sign, poster, or item of clothing on the premises which can be seen from the outside.

37. **Not fix an aerial or satellite dish**

You must not fix any aerial or satellite dish on the premises or the building, or install cable television or telephone cables without first getting our or our managing agent's permission in writing. If we or our agent give you our permission you must pay all the costs involved (including removing an aerial or dish at the end of the tenancy) and the reasonable costs of making good any damage or redecorating, if necessary.

38. **Not fix blinds to windows**

You must not fix blinds to the windows of the premises unless we or our managing agent have already given you our permission in writing. If we or our agent do give our permission, we may ask you to remove the blinds and repair any damage at the end of the tenancy.

39. **Animals and pets**

You must not keep any animals, reptiles, insects, rodents or birds at the premises without first getting our or our managing agent's permission in writing. If we or our managing agent do give our permission we may ask you to pay an additional amount towards the deposit to cover any possible damage the animal or pet may cause.

40. **Our contents**

You must not remove the furniture, equipment and belongings shown in the inventory from the premises without getting our or our managing agent's permission in writing first.

41. **Shared areas**

You must not block any shared passageways, hallways and staircases, or keep any bicycle, pushchair or other item in any shared area of the premises or building without first getting our or our managing agent's permission in writing. You must also not hang any clothes or other items on the outside of the premises or in any shared garden unless we or our agent give you our permission in writing.

42. **Not fix items to walls**

You must not fix any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, Blu-tack or similar fixings except a reasonable number of picture hooks. You must repair or pay us the reasonable costs of repairing any unreasonable damage, marks or holes caused by, or as a result of, removing any fixings.

43. **Washing machines and tumble dryers**

You cannot make any claim against us for any compensation for any loss or damage caused as a result of the washing machine or the tumble dryer (if you have one) breaking down and damaging your belongings.

44. **Claims for food in your freezer**

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

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

E Your responsibilities

Smoking

- 44a. You agree neither to smoke in or on the premises nor to allow your invited guests or visitors to do so. If you are found in breach of this clause you will be responsible for the reasonable costs or rectification of any damage caused or for any appropriate cleaning, fumigation and removal of odour etc, required.* (*These clauses are drafted by the writer and are therefore not covered by the Plain English Campaign's Crystal Mark, which covers the rest of this document).

45. Claims relating to lifts in your building

You cannot make any claim against us for compensation if:

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

46. Other claims

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

- any damage our agents, workmen or other staff cause;
- a fault in any pipes, staircase or anything in the premises or building;
- anything which any caretaker in the building does or does not do;
- any inconvenience you suffer when we carry out work to the premises or the building (including work to premises next door or buildings we own nearby), such as decorating or carrying out repairs or alterations; or
- any effect that the lift has on your TV or other electrical equipment.

47. Notices

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

48. Infestations

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

49. Payments made on your behalf

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

At the end of the tenancy

50. Forwarding address

Just before or immediately after the tenancy ends, you must give us your new address so that we can contact you to give you back your deposit or part of it (this will depend on any charges we have to take from your deposit because you have, for example, damaged part of the property).

51. When the tenancy ends

- a. You must arrange and pay for the premises to be cleaned to a professional standard. This includes washing or dry cleaning (including ironing and pressing) all linen, bedspreads, blankets, curtains, upholstery and soft furnishings and other items set out in the inventory and cleaning any carpets shown

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

E Your responsibilities

- in the inventory (if they have been marked during the tenancy). Or, you must pay a fair amount towards the cost of the cleaning.
- b. You must repair any damage to the premises or to our furniture and fittings (including replacing them, if necessary) if you, a member of your household or one of your visitors caused the damage. You must pay us any cost we have to pay to repair any damage or replace any furniture and fittings if you fail to replace or repair anything under this clause.
 - c. You must repair any wall or other surfaces on which you have hung photographs, pictures, posters and so on.
 - d. You must leave all our furniture and fittings (as shown in the inventory) in a good, clean condition (apart from reasonable wear and tear) in the same rooms as they were in when you moved in.
 - e. You must pay the cost of redecorating any rooms or part of the premises which you decorated or changed without our written permission.
 - f. You must arrange for any electricity, gas, water and phone meters to be read immediately before the end of the tenancy and pay any outstanding amounts you owe the companies who provide these services (including cable TV) up to and including the day the tenancy ends.
 - g. You must arrange to return any television or other equipment or appliance you have hired or rented to the company you rented it from.
 - h. You must give the premises back to us and return the keys to the premises at the end of the tenancy to the place or person we have agreed with you.
 - i. You must remove your personal belongings and any rubbish and leave the premises and our furniture, fixtures and fittings in good condition. You also agree that if you leave any personal belongings in the premises at the end of the tenancy we can choose to either:
 - remove any of your belongings you leave in the premises after the end of the tenancy; or
 - charge you rent at the rate set out in this agreement until you remove your personal belongings and hand back all the keys to the premises and the building.
 - j. You must pay to us any extra costs we have to pay if we cannot check the inventory until you have removed your personal belongings.

Our (Landlord) Initials 

Your (Tenant) Initials

F Our responsibilities

We agree to do the following:

1. **Cleaning**

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

2. **Other payments for the premises**

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

3. **Not increase the rent**

We will not increase the rent during the first **twelve** months of your occupancy* (These clauses are drafted by the writer and are therefore not covered by the Plain English Campaign's Crystal Mark, which covers the rest of this document).

4. **Our appliances**

We will take reasonable steps to make sure the gas and electrical appliances, and other similar mechanical appliances in the premises for which we are responsible, work properly. We will repair them at the start of and during the tenancy, as long as the repairs are needed as a result of reasonable wear and tear.

5. **Repairs**

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

6. **What we do not have to repair**

We will not have to repair:

- a. anything which you are responsible for repairing;
- b. the premises if they are totally destroyed or damaged by a storm or flood; or
- c. anything which you are entitled to remove from the premises.

7. **Quietly enjoying the premises**

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

8. **Insurance**

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

9. **If you cannot live in the premises - suspending your rent**

If the insurers consider that you cannot live in the premises because of damage to them or the building by any insured risk and the damage is not your fault, or they have not been damaged as a result of something you

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

F Our responsibilities

have or have not done (we call this negligence), you will not have to pay any rent until you can live in the premises again. Or, you may give us written notice to end the tenancy immediately. If you end the tenancy we will pay you any rent you have paid to us for any period after the end of the tenancy.

10. **Not paying you compensation**

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

11. **Suspending part of the rent**

If you cannot live in or use part of the premises you will not have to pay a percentage of the rent until the whole premises are fit to live in again.

12. **Arbitration**

If we (or our managing agent) and you cannot agree on a percentage to pay under clause F11 above, we may use arbitration to sort the matter out (under arbitration an independent professional will settle any dispute between us), as long as you and we agree and agree to share the cost of arbitration. This clause does not affect either our or your right to take a dispute to the courts in the usual way.

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

G Inventory and condition of the premises

We and you agree to the following:

1. **Producing an inventory**

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

2. **Charge for checking the inventory**

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

3. **Accepting the inventory**

If you do not come to the appointment to check the inventory, we will assume that you agree to the inventory and description of the condition of the premises as being a true and full record of the condition of the premises at the time you moved into the property.

4. **Checking the inventory**

At the end of the tenancy, we will check the inventory, or arrange for it to be checked by someone who is independent from us. If you do not keep an appointment to check the inventory you must accept what we or they find when we check the inventory.

5. **Charge for checking the inventory at the end of the tenancy**

You will be responsible for paying the fee for checking the inventory at the end of the tenancy. *

*These clauses are drafted by the writer and are therefore not covered by the Plain English Campaign's Crystal Mark, which covers the rest of this document.

Our (Landlord) Initials 

Your (Tenant) Initials _____

H Protecting your deposit

NOTE: This section has been provided by the deposit protection provider and has not been written under the Plain English Campaign Crystal Mark.

Your deposit is protected by **The Dispute Service** of PO Box 1255, Hemel Hempstead, Herts, HP1 9GN.

1. Purpose of the deposit

The deposit has been taken for the following purposes:

- any damage, or compensation for damage, to the premises its fixtures and fittings or the building, or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord;
- the reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement including those relating to the cleaning of the premises, its fixtures and fittings;
- 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;
- any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

2. Changing tenants during the tenancy

We will not have to refund the deposit or any part of the deposit before the end of the tenancy if one or more of the tenants move out. If there are joint tenants and one moves out, it is the responsibility of the other tenants to let us know.

3. At the end of the tenancy

- a. Notice of amounts we plan to take from your deposit
As soon as is practicable at the end of the tenancy, the member should inform the tenant whether any deductions are proposed
- b. Giving you back your deposit
If there is no dispute, the deposit will be allocated according to the deductions agreed. If agreement cannot be reached, any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication.
- c. Disputes
The tenant should try to inform the landlord/managing 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 receiving details of proposed deductions. The independent case examiner (ICE) may regard failure to comply with the time limit as a breach of the tenancy deposit scheme rules and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- d. If we or you cannot sort out the dispute
If, following notification of a dispute to the landlord/managing 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 the provisions of clause f. below, be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication. *Note: All disputes must be registered with the Tenancy Deposit Scheme within 3 months from the date the tenancy ended. Disputes received after this time will be rejected.*
- e. Joint tenant consent to adjudication
Where there are multiple tenants, 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 a tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.
- f. Legal rights

Our (Landlord) Initials _____ 

Your (Tenant) Initials _____

H Protecting your deposit

The statutory rights of the landlord and the tenant to take legal action through the county court remain unaffected by the clauses above.

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

I Ending the tenancy

1. Our right to re-enter the property - known as forfeiture

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

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

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

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

2. Grounds for grant of possession

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

Ground 1*

We give you notice that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case)—

- a. at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or
- b. the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his, his spouse's or his civil partner's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

Ground 2*

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and—

- a. the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- b. the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and
- c. either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice; and for the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

Ground 8

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

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

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

I Ending the tenancy

*These clauses are drafted by the writer and are therefore not covered by the Plain English Campaign's Crystal Mark, which covers the rest of this document.

3. Possible grounds for grant of possession

The court might grant us possession in the following circumstances:

Ground 10

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

Ground 11

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

Ground 12

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

Ground 13

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

Ground 14

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

Ground 15

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

Ground 17

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

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

However, if any of these conditions apply and you are living in the premises, we will not repossess the premises without getting a court order first.

Any action we take to repossess the premises will not restrict or limit any other legal rights we may have.

4. Giving notice at the end of the fixed term

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

Our (Landlord) Initials _____ 

Your (Tenant) Initials _____

J Special terms for the tenancy

NOTE: These clauses are drafted by the writer and are therefore not covered by the Plain English Campaign's Crystal Mark, which covers the rest of this document.

We and you agree to the following:

1. Agent Administration Costs

You, the tenant, agree to pay our agent £ 150.00 inc VAT for each extension of the Tenancy

**VAT has been applied at the rate of 20%. If the VAT percentage changes then the fee will also be amended in accordance with the new rate.*

2. Rent Increase

We will not increase the rent within the first 12 months of your occupation of the property. If the tenancy extends beyond one year, we may increase the rent by giving you not less than one month's notice in writing specifying the new rent and the date on which the change in rent will take effect.

3. Use of loft

Occupiers and visitors are not permitted to use or attempt to access the loft area (which, for the avoidance of doubt, includes the loft, loft hatch and loft ladder) for any purpose without prior written permission from the landlord or landlord's agent.

4. Right to Rent

You agree that all persons named as the Tenant or who resides at the Property as an occupier whether named in the Tenancy Agreement or not must provide a valid passport and visa or work permit to us or our Agent prior to taking occupation of the Property either before or during the Tenancy. To avoid doubt if any person forming the Tenant or the occupier fails to comply we may take any necessary legal action to have the person evicted from the Property.

If any person forming the Tenant or any occupier changes during the Tenancy all persons forming the Tenant agree to seek written consent from us or our Agent prior to any additional or new person taking occupation of the Property and to ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Property complies with the legal requirements of the "Right to Rent" prior to taking occupation by meeting us or our Agent personally to provide a valid passport to be checked and copied; and to provide a valid visa to work or study in the UK to be checked and copied

5. Water bill

Notwithstanding Section E Clause 6 above, we will be responsible for the cost of the water bill and the account will remain in our name.

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

ATTACHMENT 1

REGULATIONS FOR THE SHARED AREAS OF THE BUILDING IF YOU LIVE IN A FLAT

You must not do the following:

1. You must not block any cisterns, waste or soil pipes or rubbish chutes in the building (if there are any) and you must keep them free from rubbish.
2. You must not allow any rubbish to build up in the premises or the building and you must put all rubbish in the bins or other proper rubbish containers (you must provide these). You must not pour any oil, grease or other substance down any drain or pipe in or around the premises which might be dangerous or damage the drainage system.
3. Between 11.00pm and 8.30am you must not:
 - a. play or use any piano, record player, radio, loudspeaker or mechanical or other musical instrument;
 - b. use any equipment or machinery of any kind (such as a vacuum cleaner);
 - c. sing loudly; or
 - d. make any other noise which could annoy any of your neighbours, or be heard outside the premises.
4. You must not:
 - a. hang clothes or other items outside the premises; and
 - b. place any pot, flowerpot, window box or any container of any kind on any window sill or concrete or stone ledge of the premises or the building.
5. You must not throw rubbish out of any window of the premises or shake any mat out of the windows.
6. You must not keep or bring any bird, dog or other animal into the premises or into the building without first getting our or our managing agent's permission in writing. If we do give permission we still have the right to change our decision later.
7. You must not use or allow anyone to use any lift to carry goods or more people than the weight or number allowed, as shown in the lift.
8. You must not bring or keep on the premises anything which is or may become, in our opinion, unclean or unsightly.
9. You must not park cars in any yard, garden or driveway of the building.

Our (Landlord) Initials  _____

Your (Tenant) Initials _____

ATTACHMENT 2

Prescribed Information for Assured Shorthold Tenancies

NOTE: This attachment has been provided by the deposit protection provider and has not been written under the Plain English Campaign Crystal Mark.

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 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

PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Phone 0845 226 7837
Email deposits@tds.gb.com
Fax 01442 253193
Web www.tds.gb.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.tds.gb.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.tds.gb.com.

THE DEPOSIT

The amount of the deposit paid is

£800.00

A1 Address of the property to which the tenancy relates

82a Laburnham Road, Hayes, UB3 4JZ

Our (Landlord) Initials _____

Your (Tenant) Initials _____

ATTACHMENT 2

NAME OF THE LETTING AGENT

A2 Hunters Residential Lettings

DETAILS OF THE LANDLORD(S)

A3 Name(s) Poly Developments Ltd

A4 Address

Glenwood, Bracknell Road, Warfield, RG42 6BH

A5 E mail address polydevelopments@aol.com

A6 Telephone number 07768 916053

A7 Fax number N/A

DETAILS OF THE TENANT(S)

A8 Name Miss Oluwatoyin Owolabi

A9 Address 26a Barnard Gardens, Hayes, UB4 9ER

A10 E mail address owolabitoyn@yahoo.com

A11 Mobile number 07741 392221

A12 Fax number N/A

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

A13 Name Miss Oluwatoyin Owolabi

A14 Address

A15 E mail address owolabitoyn@yahoo.com

A16 Mobile number 07741 392221

A17 Fax number

Our (Landlord) Initials _____

Your (Tenant) Initials _____

ATTACHMENT 2

Please provide the details requested in **A8–A17 for each tenant** (there is a continuation sheet for this purpose).

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 **A8–A12 must be provided for them**, as part of the Prescribed Information. Use the continuation sheet for this purpose.

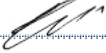
The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause H of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

CONFIRMATION

The landlord certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- 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
the landlord**

Poly Developments Ltd


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.

Our (Landlord) Initials 

Your (Tenant) Initials _____

ATTACHMENT 2

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

82a Laburnham Road

A8 Name

A9 Address

A10 E mail address

A11 Mobile number

A12 Fax number

N/A

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)

A13 Name

A14 Address

A15 E mail address

Tick if the same as shown in A9 ☐

A16 Mobile number

Tick if the same as shown in A10 ☐

A17 Fax number

Tick if the same as shown in A11 ☐

Please provide the details requested in A7-A16 for each tenant and the details in A7 to A11 for each relevant person (ie anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.

Our (Landlord) Initials _____

Your (Tenant) Initials _____

ATTACHMENT 2

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

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A8 Name

A9 Address

A10 E mail address

A11 Mobile number

A12 Fax number

N/A

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)

A13 Name

A14 Address

A15 E mail address

Tick if the same as shown in A9 ☐

A16 Mobile number

Tick if the same as shown in A10 ☐

A17 Fax number

Tick if the same as shown in A11 ☐

Please provide the details requested in A7-A16 for each tenant and the details in A7 to A11 for each relevant person (ie anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.

Our (Landlord) Initials _____

Your (Tenant) Initials _____

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Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)

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- The information below relates to a Relevant Person ☐

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A9 Address

A10 E mail address

A11 Mobile number

A12 Fax number

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

A13 Name

A14 Address

A15 E mail address

Tick if the same as shown in A9 ☐

A16 Mobile number

Tick if the same as shown in A10 ☐

A17 Fax number

Tick if the same as shown in A11 ☐

Please provide the details requested in A7-A16 for each tenant and the details in A7 to A11 for each relevant person (ie anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.

Our (Landlord) Initials _____

Your (Tenant) Initials _____

ATTACHMENT 2

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

82a Laburnham Road

A8 Name

A9 Address

A10 E mail address

A11 Mobile number

A12 Fax number

A8 Name

A9 Address

A10 E mail address

A11 Mobile number

A12 Fax number

A8 Name

A9 Address

A10 E mail address

A11 Mobile number

A12 Fax number

A8 Name

A9 Address

A10 E mail address

A11 Mobile number

Our (Landlord) Initials _____

Your (Tenant) Initials _____

ATTACHMENT 2

A12 Fax number

Please provide the details requested in A8-A17 for each tenant and the details in A8 to A12 for each relevant person (ie anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.

Our (Landlord) Initials _____ 

Your (Tenant) Initials _____

Hunters Residential Lettings
2 Crescent Office Park, Clarks Way, Bath, BA2 2AF
Tel: 01225 838321 Fax: hunters.lettings@huntersnet.co.uk Website: INSERT
Registered in England and Wales; Registered number 948005227
BPF member number 8642

This tenancy agreement has been created using the
British Property Federation's assured shorthold tenancy agreement.

British Property Federation
1 Warwick Row, 7th Floor, London SW1E 5ER
Tel: 020 7828 0111, Fax: 020 7834 3442, www.bpf.org.uk
Registered in England and Wales, number 778293
Version 1/09

What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants



Tel: 0845 226 7837

Fax: 01442 253 193

Email: deposits@tds.gb.com

www.tds.gb.com

Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN

What is TDS?

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

TDS has two main roles:

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

What is tenancy deposit protection?

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

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

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

Tenancy deposit protection means:

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

Tenancy deposit protection schemes can be one of two kinds:

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

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

What are the legal requirements?

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

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

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

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

Tenants must be given the opportunity to:

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

What if the landlord or agent does not comply?

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

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

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

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

Is my deposit protected?

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

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

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

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

What happens to the deposit after the landlord or agent receives it?

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

What happens to the deposit at the end of the tenancy?

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

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

If there is a dispute, what happens to the deposit?

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

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

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

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

How are disputes resolved?

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

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

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

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

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

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

Further details are set out in **The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes** at www.tds.gb.com.

What if the landlord or tenant can't be contacted at the end of the tenancy?

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

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

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

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

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

Is adjudication better than going to court?

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

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

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

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

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

What can TDS deal with?

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

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

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

How much does it cost?

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

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

Who can join the Tenancy Deposit Scheme?

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

Our guarantee of impartiality

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

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

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

Data Protection

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

Contact details

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

Tel: 0845 226 7837
Fax: 01442 253 193
Web: www.tds.gb.com
Email: deposits@tds.gb.com

APPENDIX 13

POLY DEV

17 December 2015

London Borough of Hillingdon
Revenue Services
PO Box 1091
NELSON
BB9 4EU

Dear Sirs

ACCOUNT REFERENCE NO: 36975697- PROPERTY REF: 544113945
82A LABURNUM ROAD, HAYS, MIDDLESEX UB3 4JZ

Effecting 01 April 2016, please refer Council Tax to the tenant.

Yours faithfully

Poly Developments Ltd
M Daneshvar

Cc: G Ragauskas

POLY DEVELOPMENTS LTD
GLENWOOD, BRACKNELL ROAD, WARFIELD, BERKSHIRE, ENGLAND, RG42 6BH
TELEPHONE: 01344 883051, 07768 916053 - EMAIL PolyDevelopments@aol.com
DIRECTORS: M DANESHVAR, E MISHTO, E S BRIANT
COMPANY REGISTRATION NUMBER 4070397 VAT NUMBER 764 9968 54

POLY DEV

16 May 2016

London Borough of Hillingdon
Revenue Services
PO Box 1091
NELSON
BB9 4EU

Dear Sirs

ACCOUNT REFERENCE NO: 36975697- PROPERTY REF: 544113945
82A LABURNUM ROAD, HAYS, MIDDLESEX UB3 4JZ

Our tenant Mr G Ragauskas vacate above property on 21 May 2016.

Upon his departure we refurbish the premises and will put it on market for another tenant.

Said property is unfurnished and if Council likes to inspect, kindly advise us.

Yours faithfully

Poly Developments Ltd
M Daneshvar

POLY DEV

05 January 2017

London Borough of Hillingdon
Revenue Services
PO Box 1091
NELSON
BB9 4EU

Dear Sirs

ACCOUNT REFERENCE NO: 36975697- PROPERTY REF: 544113945
82A LABURNUM ROAD, HAYS, MIDDLESEX UB3 4JZ

Further to our letter dated 25 October 2016, this letter is to inform you that Miss Oluwatoyin Owolabi is new tenant of property effecting 07 January 2017 for one year.

Kindly change Council Tax to her name and refund us accordingly.

Thanking you in advance.

Yours faithfully

Poly Developments Ltd
M Daneshvar

POLY DEVELOPMENTS LTD

GLENWOOD, BRACKNELL ROAD, WARFIELD, BERKSHIRE, ENGLAND, RG42 6BH

TELEPHONE: 01344 883051, 07768 916053 - EMAIL: PolyDevelopments@aol.com

DIRECTORS: M DANESHVAR, E MISHTO, AND E S BRANT

COMPANY REGISTRATION NUMBER 4070397 VAT NUMBER 764 9968 54

