

Overview

TDS Custodial does not insist that particular clauses are included in the tenancy agreement but to be helpful we offer landlords and agents some guidance on what to include. If you want to make deductions from the deposit at the end of the tenancy, you must include in your tenancy agreement details of what you want to use the deposit for and when deductions will be made.

Use of following clause is optional. You may wish to include additional clauses, and/or specially negotiated clauses in particular circumstances.

Serving the Prescribed Information (including the scheme leaflet) is a legislative requirement - the landlord or agent must serve it on all tenants and relevant persons within 30 calendar days of receiving the deposit. For the avoidance of doubt, the following clause is **not** the Prescribed Information, but reference must be made in the Prescribed Information to the circumstances in which the deposit may be retained by the landlord.

1 THE DEPOSIT

- 1.1 The Tenant has paid a deposit of £(insert amount) which the landlord will protect with TDS Custodial, a Government approved tenancy deposit protection scheme, within 30 calendar days of receiving it.
- 1.2 The landlord will provide the tenant and any relevant persons with prescribed information, including TDS Custodial's scheme leaflet, within 30 calendar days of receiving the deposit.
- 1.3 (Joint tenancies only) All tenants agree to nominate [insert name of lead tenant] as the lead tenant for the purpose of managing the return of the deposit.
- 1.4 The Deposit may be retained by the landlord in the following circumstances:
 - Any damage, or compensation for damage, to the premises its fixtures and fittings 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 property 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.