THIS DEED OF SURRENDER (hereinafter The Deed)

is made on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter The Date)

TO TAKE EFFECT on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter The Effective Date)

BETWEEN The Tenant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

together with successors in title, sub tenants and beneficiaries (hereinafter referred to as “Party A”) of the one part

and The Landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

together with successors in title and beneficiaries (hereinafter referred to as “Party B” )

of the other part

Party A and Party B together hereinafter form “The Parties”

1. RECITALS

By an assured shorthold tenancy agreement dated \_\_\_\_\_\_\_\_\_\_\_\_( hereinafter The Tenancy) that was made between The Parties, Party A had certain obligations to perform and occupancy rights to the property known as

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter The Property)   
  
2. NOW THIS DEED WITNESSES:

a) **Surrender and acceptance**

The Tenant surrenders and releases to The Landlord all his/her interest in The  
Property with vacant possession and The Landlord accepts this surrender.

b) **Release and discharge**

i) The Landlord confirms that all rent due under The Tenancy to date has been paid or accepted in full and final settlement and that no further payments, whether in respect of rent or otherwise, are due.

ii) The Tenant confirms that s/he has received the deposit from The Landlord, that no further payments are due from the Landlord and the deposit is to released to The Landlord.  
**OR**The Parties agree that the deposit will be released without deduction to The Tenant from the relevant statutory custodial tenancy deposit scheme. *(\*delete as applicable)*

c) The Parties each release and discharge the other from all claims, losses, liabilities and demands arising under The Tenancy or in respect of breaches of any of the obligations contained in or otherwise arising under The Tenancy or by any other means.

d) The Parties both agree that they are signing this Deed of their own free will, without malice, inducement or harassment and solely due to changes in their personal circumstances.

e) Both parties agree to be bound by this Deed and shall effect the full surrender and relinquishing of all claims at 9am on The Effective Date.

IN WITNESS whereof The Parties have signed this Deed, being 2 pages in total, as a Deed on The Date.

Signed as a Deed by Party A \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

In the presence of: Signature (Witness): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Witness): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Occupation (Witness): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Address (Witness): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed as a Deed by Party B \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of: Signature (Witness): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Witness): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Occupation (Witness): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Address (Witness): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_