

SUMMARY OF AGREEMENT

1. The binding date of this contract	17 July 2020
2. Address of Premises to be LET	7 Belsize Terrace, Belsize Park, London, NW3 4AX
3. Name(s) of Landlord(s)	Mr Gerald Barrett, Mr Hugh Clifford
3.1 Address for Landlord	22 Fortis Green Avenue, London, N2 9NA
3.2 Name(s) of Tenant(s)	
3.3 Address of Tenant(s)	
3.4 Name of Guarantor(s)	N/A
3.5 Address of Guarantor(s)	N/A
3.6 Tenancy Details	Initial Term of the tenancy will be 24 Months MUTUAL BREAK: There is a 12 month break clause. NOTICE PERIOD: 2 months written notice, which can only be served at the earliest of 10 months. Commencement Date: 18 July 2020 Expiry Date: 17 July 2022
3.7 Rent	
	Rent is payable in advance and is due upon the 18th day of each rental period and the first payment (or proportionate part) is to be made on or before the signing of this agreement.

4. Deposit.

- 4.1 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his or his Agent's possession monies in respect of the Deposit.
- 4.2 The Tenant shall pay to the Landlord or Landlords Agent upon signing this Agreement Three thousand, five hundred and seventy-six point nine two pounds by way of a security deposit ("the Deposit") in line with the Tenant Fees Act 2019.
- 4.3 The Landlord acknowledges that the deposit referred to in Clause 4.2 has been paid by the Tenant to the Landlord or Agent and that such deposit will be held and/or dealt with in accordance with the Tenancy Deposit Schemes as provided for in the **Housing Act 2004** and the **Localism Act 2011**. Subject thereto the Landlord shall have a right to claim against the deposit for: -
- 4.3.1 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 reasonable fair wear and tear and for the age and condition of each and any such item at the commencement of the Tenancy.
- 4.3.2 The fair costs incurred in compensating the Landlord for, or for rectifying or remedying or enforcing any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises its Fixtures and Fittings, and any additional charges/expenses incurred by the Landlord or Agent relating thereto or by legal/professional advisers.

- 4.3.3 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.
- 4.3.4 Any instalment of rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the Tenancy.
- 4.3.5 Any outstanding payments due in line with the Permitted Payments outlined in Schedule 1, Tenant Fees Act 2019
- 4.3.6 Any other breach on the part of the tenant of the Tenants obligations under this Agreement, in the interest of clarity this includes any act or omission on behalf of any permitted occupier or visitor to the premises.
- 4.3.7 Any sum repayable by the Landlord or Agent to a local authority where housing benefit (or its replacement) have been paid direct to the Landlord or Agent by the Local Authority.
- 4.3.8 Any damage, dilapidations, chimney sweeping, gardening, general cleaning, oven cleaning, the cleaning/fumigation required as a result of any pets occupying the Premises either with or without the Landlords consent.

4.4 Tenancy Deposit Protection Prescribed Information

- 4.4.1 The Deposit is safeguarded by the Deposit Protection Scheme, which is administered by:
The DPS
The Pavilions,
Bridgwater Road,
Bristol
BS99 6AA
Phone 0330 303 0030
Web <https://www.depositprotection.com/>
- 4.4.2 Visit the DPS website for further information explaining how the Deposit is protected by the Housing Act 2004. Please see <https://www.depositprotection.com/learning-centre/tenant-resources/> for further information provided by the scheme.
- 4.4.3 The Deposit will only be repaid at the end of the tenancy when the obligations in the tenancy agreement and sub clauses have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the ICE, or on the order of a court.
- 4.4.4 If the Landlord and Tenant do not agree with each other about the amount of the deposit refund at the end of the tenancy they may either apply to The Deposit Protection Scheme dispute resolution service for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.
- 4.4.5 The DPS Dispute Resolution Service offer free dispute resolution for deposits covered by them. Applications should be made to The DPS.
- 4.4.6 The Deposit value is as per clause 4.2.
- 4.4.7 The address of the Property is as shown on Page 3 of this agreement
- 4.4.8 The contact details of the Landlord are as shown on Page 3 of this agreement
- 4.4.9 The contact details of the Tenant are as shown on Page 3 of this agreement
- 4.4.10 The reasons for possible deductions from the Deposit are listed in clause 4.3 and sub clauses.
- 4.4.11 The Lead Tenant for this tenancy will be Miss Joanna Evans. The parties forming the Tenancy, declare that the Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Lead Tenant will be binding on all the parties forming the Tenant in this tenancy agreement, subject to the terms of the appropriate tenancy deposit scheme.