

1st April

2017

**BARRETT FIRRELL LIMITED**

and

**BARRY ADAMS AND LINDA FRAWLEY**

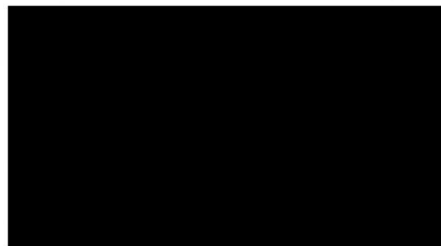
**COUNTERPART TENANCY AGREEMENT**

DATE 1st April 2017

for letting unfurnished  
the dwellinghouse at

7 Belsize Terrace  
Belsize Park  
London NW3 4AX

on an assured shorthold tenancy

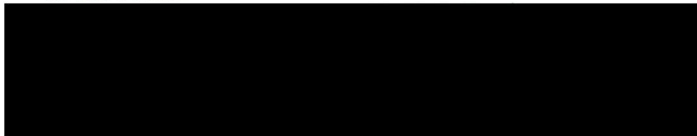


**COUNTERPART TENANCY AGREEMENT**  
**DATE 1st April 2017**  
**for letting unfurnished dwellinghouse**  
**on an assured shorthold tenancy**  
**under Section 19A of the Housing Act 1988 as amended**

**DATE:** 1st April 2017

**PARTIES:** **1. The Landlord**  
Barrett Firrell Limited  
88 Mill Lane  
London NW6 1NL

**2. The Tenant**



**PROPERTY:** The dwellinghouse situated at and being  
7 Belsize Terrace  
Belsize Park  
London NW3 4AX

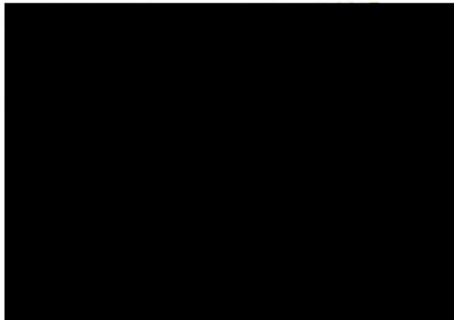
Together with the Fixtures Equipment and Effects therein and more particularly specified in the Inventory thereof signed by or on behalf of the parties subject to the provisions of Clause 5(c) hereof

**TERM:** A term certain of one year from 1st April 2017 expiring on the 31st March 2018

**RENT:**



**PAYABLE:** in advance by the following instalments



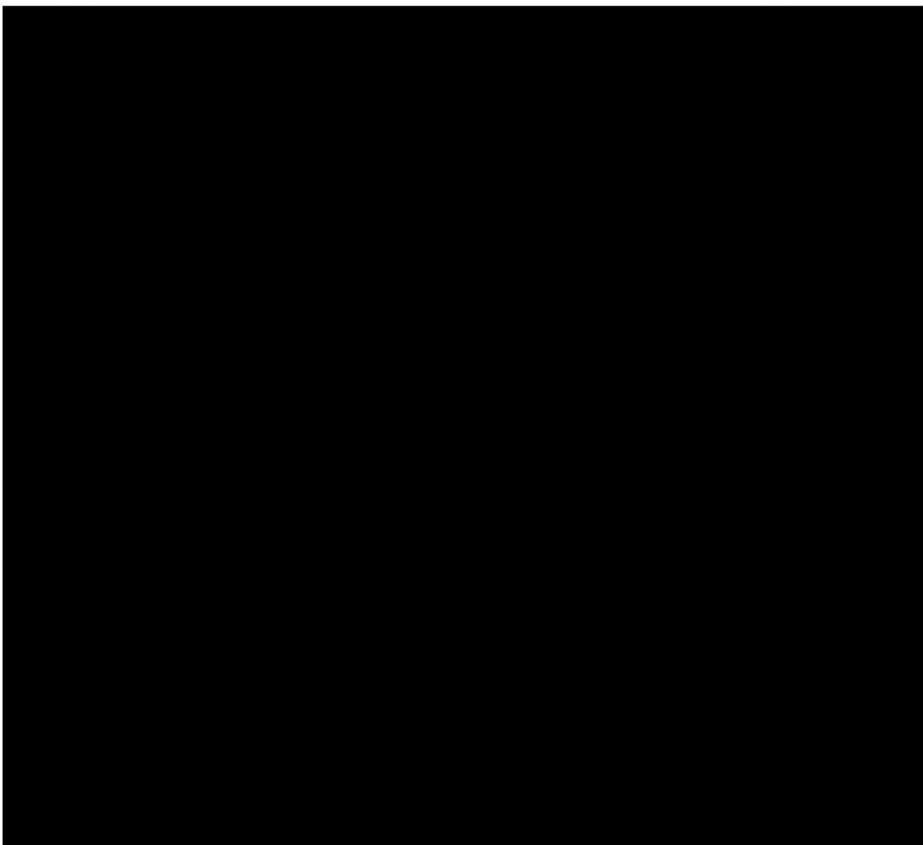
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**DEPOSIT:**



- A. The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above
- B. This Agreement incorporates the Letting Provisions annexed hereto
- C. The Landlord hereby gives notice to the Tenant:-  
That this Agreement creates an assured shorthold tenancy as defined in the Housing Act 1988 & 1996 and the further provisions for recovery of possession by the Landlord as set out in Grounds 2, 8, 10 to 15 or 17 of the Housing Act 1996 apply accordingly

AS WITNESS the hands of the parties hereto the day and year first above written



**LETTING PROVISIONS**  
**referred to in B of the Agreement**

1. Where the context admits:-
  - (a) "The Landlord" includes the persons for the time being entitled to the reversion immediately expectant on the tenancy hereby created
  - (b) "The Tenant" includes the persons deriving title under the Tenant
  - (c) References to the Property include references to any part or parts of the Property and to the Fixtures Equipment and Effects or any of them
  - (d) "Agent" means Heywoods Estate Agents of 27 Belsize Lane London NW3 5AS
  - (e) "Consent" means a consent required from the Landlord under the provisions hereof may be given by the Agent and any notice required to be given by or to the Landlord shall be sufficiently given or served if given by or to the Agent
  - (f) The term 'month' shall mean one calendar month
  - (g) "Rent day" means the day on which the rent falls due as set out in the Tenancy Agreement
  - (h) "ICE" means The Independent Case Examiner of The Dispute Service Ltd
  - (i) "Member" means a member of The Dispute Service Ltd
  - (j) "TDS" means Tenancy Deposit Scheme
  
2. The Tenant will:-
  - (a) Pay the Rent at the times and in the manner specified without any deductions or abatement whatsoever
  - (b) Pay for all gas and electric light and power and water which shall be consumed or supplied on or to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) on the Property during the tenancy or a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy
  - (c) Ensure that the supply of gas electricity and water remain supplied to the property during the period of the tenancy and at the end of the term and that the telephone (if any) remains connected during the period of the tenancy and at the end of the term
  - (d) Undertake as soon as possible after the signing of the Agreement to inform the relevant local authority of occupancy as required for registration for Council Tax purposes and pay all such charges levied during the period of the tenancy
  - (e) Use the property in a tenant-like manner
  - (f) Not damage or injure the Property or make any alterations in or addition to it and keep the interior of the property in the same good clean state and condition and repair as it was in at the date hereof (fair wear and damage by fire excepted) and immediately replace all broken glass
  - (g) Preserve the equipment and effects from being destroyed or damaged and make good pay for or replace with articles of a similar kind and of equal value such of the equipment and effects as shall be destroyed or broken or damaged (fair wear and damage by fire excepted)
  - (h) Keep the terrace of the property in the same good order as it was in at the date hereof

- (i) Not remove any of the equipment and effects specified in the Inventory or any part thereof or any substituted equipment and effects from the property
- (j) Yield up the Property at the end of the tenancy in the same clean state and condition (professionally cleaned including carpets and windows) as it was in the beginning of the tenancy and make good pay for the repair of or replace all such items of the equipment and effects as shall be broken lost damaged or destroyed during the tenancy (reasonable wear and damage by fire excepted)
- (k) Leave the equipment and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
- (l) Pay for the washing and cleaning (including ironing or pressing) of all curtains which shall have been soiled during the tenancy (the reasonable use thereof nevertheless to be allowed for)
- (m) Permit the Landlord or the Landlord's agents with or without workmen and others upon giving reasonable notice (except in emergency) and at reasonable hours in the daytime to enter the Property to view the state and condition of the property and of the equipment and effects therein and thereupon to permit the Landlord or the Agent to give to the Tenant notice in writing of all dilapidations wants of repair cleansing painting amendment and restoration to the Property then found and the responsibility of the Tenant hereunder and of all such destruction loss breakages or damage of or to the equipment and effects as the Tenant shall be bound to make good then found and by such notice to require the Tenant to repair cleanse paint amend and restore and make good the same respectively within one month from the service of such notice and if the Tenant fails to execute the aforementioned work within the said period of one month permit the Landlord to enter the Property and execute such work at the expense of the Tenant and pay to the Landlord the reasonable expenses of any such work upon demand on a full indemnity basis
- (n) Permit the Landlord and the superior Landlord or their respective agents with or without workmen and others upon giving reasonable notice (except in emergency) and at reasonable hours in the daytime to enter the Property for the purpose of repairing and painting the outside thereof or of carrying out or completing or other necessary or proper repairs to the Property or maintenance of any of the said fittings and equipment
- (o) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime within the last six weeks of the tenancy to enter and view the Property with prospective tenants
- (p) Not assign sublet charge or part with possession of the Property or share any part of the property
- (q) Not carry on on the Property any profession trade or business or let apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence in the personal occupation only of the Tenant and not more than the two persons (over 18 year of age) shall ordinarily reside in the property
- (r) Not leave the Property vacant or unoccupied for a period in excess of 28 consecutive days without first giving written notice to the Landlord or the Landlords Agent of the intention so to do and obtaining a written acknowledgement from the Landlord of such notice
- (s) Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the Tenants or occupiers



of any adjoining premises or neighbouring premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance and in particular without prejudice to the generality of the foregoing not to use or play any electrical or musical instruments of any kind or practice singing in the Property so as to cause annoyance to nearby residents or occupiers or at all so as to be audible outside the Property between the hours of 11p.m. and 9a.m. and in particular without prejudice to the generality of the foregoing procure that whenever (and for however short a period) the Property is left vacant or unattended all the external doors and windows are properly secured by all locks and other means provided by the Landlord and the burglar alarm (if any) is properly activated

- (t) (i) Not alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord  
(ii) If any such additional keys are made deliver the same up to the Landlord together with all original keys at the expiration or sooner determination of the tenancy and in the event that any such keys have been lost pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belonged
- (u) Clean all the windows of the Property and blinds at the end of the tenancy
- (v) Not keep any animals (including without prejudice to the generality of the foregoing any dog or cat or bird) on the Property
- (w) (i) Not pull down alter add to or in any way interfere with the construction or arrangement of the Property or the internal or the external decoration or decorative scheme or colours thereof  
(ii) Not to do or permit or suffer to be done anything upon the Property which shall cause damage to or deterioration of the internal or external surface thereof or the coverings or decoration of or to such surfaces and in particular without prejudice to the generality of the foregoing shall not hang affix place or stand any picture placard poster or similar item upon in or against any wall and shall not stick pierce nail pin screw peg or bolt into any walls ceilings or windows
- (x) Pay the Landlord's costs of and in connection with:-
  - (i) The preparation and completion of this Agreement including any stamp duty payable thereon
  - (ii) The checking of the said Inventory at the termination of the tenancy (however the same may be determined) and the preparation of any Schedule of dilapidations whether during or at the end of the said tenancy
  - (iii) All applications by the Tenant for any consent or approval of the Landlord required by the terms hereof including those incurred in cases where consent is refused or the application is withdrawn
  - (iv) Any breach by the Tenant of any covenant contained in this Agreement whether for the payment of rent or otherwise whatsoever and in the case of legal costs on a full indemnity basis
- (y) Procure that at all times during the tenancy hereby created there is a current valid television receiving licence in force in respect of any television set in the Property whether belonging to the Landlord or the Tenant
- (z) (i) Perform and observe at all times during the tenancy the lessees or tenants covenants (other than the covenants as payment of rent and service charges) and the conditions and stipulations contained in the Lease under which the Landlord holds the Property insofar as such performance and observance is

not the sole responsibility of the Landlord under the terms and indemnify the Landlord from and against all actions costs claims and demands arising out of any breach non-observance or non-performance thereof so far as aforesaid provided always that the covenants conditions and stipulations aforesaid shall not operate so as to confer upon the Tenant any right power or privilege which is not expressly granted by this Agreement

(ii) Not do any act matter or thing which under the terms of the said Superior Lease requires the approval of the Superior Landlord without obtaining such approval in addition to any approval of the Landlord required by the terms of this Agreement in all cases at the Tenants own expense whether or not such approvals are granted

- (aa) Keep clean open and in good working order and free from obstructions all baths sinks taps lavatory systems drains waste and other pipes gutters downpipes and gulleys on or serving the Property and to indemnify the Landlord from or against any damages occasioned through any breach of this obligation or through leakage or overflow from any of the pipes drains taps baths sinks cisterns or lavatories provided that the Tenant shall not be liable for any damage occasioned other than by its own negligence or default
- (bb) Take all reasonable precautions during the winter months to prevent damage by the freezing or bursting of water pipes storage tanks and cisterns and in the event of any damage caused to the Property or the fixtures fittings and contents by the Tenant's failure to take such precautions the Tenant's shall forthwith and at the Tenant's expense effect all such necessary repairs to reinstate the Property fixtures fittings and contents into the same clean state and condition prior to the damage
- (cc) Not to smoke in the property or allow any guest anyone else to smoke in the property

**3. The Landlord agrees with the Tenant as follows:-**

- (a) That the Tenant paying the rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord
- (b) To return to the Tenant any rent payable and in fact paid in advance for any period while the Property is rendered uninhabitable or inaccessible by reason of fire or any insured risk (unless the result of the act or default of the Tenant) the amount in case of dispute to be settled by arbitration
- (c) Pay the rent reserved by the said Superior Lease and observe and perform the terms and condition thereof so far as it is not the Tenant responsibility so to do pursuant to the terms hereof and pay all taxes assessments and outgoings in respect of the Property other than those mentioned above for which the Tenant shall be liable
- (d) To insure or if the said Superior Lease provides for the Superior Landlord to insure to endeavour to procure the insurance of the Property and the said furniture and effects with a reputable company and to keep the same insured during the period of the tenancy against loss or damage by fire and such other risks as are normally covered by a comprehensive insurance policy (for the avoidance of doubt such insurance mentioned in this clause does not cover any of the Tenants furniture and effects or any other item belonging to the Tenant who is strongly recommended to take out their own insurance)



- (e) To keep in repair and proper working order the installations contained in the Property for the supply of water gas electricity and space heating and all mechanical and electrical items including all washing machines dishwashers and other similar mechanical or electrical appliances save and except for any radio or television sets as are included in the said furniture equipment and effects but not further or otherwise PROVIDED that this agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Property and the furniture equipment and effects in a tenant-like manner and PROVIDED FURTHER that the Tenant shall indemnify the Landlord in respect of the costs of repairs to such installations or items resulting from misuse of the same howsoever and by whomsoever caused

4.

- (a) This Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy
- (b) Notice is hereby given to the Tenant pursuant to Section 48 of the Landlord and Tenant Act 1987 and is acknowledged by the Tenant that the Landlord's address in England and Wales at which Notices (including Notices in proceedings) may be served on the Landlord by the Tenant is

Barrett Firrell Limited 88 Mill Lane London NW6 1NL

5. **PROVIDED ALWAYS and IT IS HEREBY AGREED as follows:-**

- (a) (i) if the rent or any instalment or part thereof shall be in arrear or unpaid for at least 7 days after the same shall have become due (whether legally demanded or not) or
- (ii) In the event of the breach of any of the agreements on the part of the Tenant herein contained or implied or
- (iii) If the Property shall without consent as aforesaid be left vacant or unoccupied or
- (iv) If the Tenant shall become bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress on his goods in the Property the Landlord may re-enter on the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to any other remedy of the Landlord
- (b) (i) If any rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within seven days of the day on which it became due the same shall be payable with interest thereon at the rate of four per centum per annum above the base minimum lending rate of Barclays Bank for the time being in force calculated on a day to day basis from the day upon which it became due down to the date of payment
- (ii) Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant and the Landlord shall be entitled to assume without enquiry
- (c) If the said Inventory has not been prepared and signed by the parties hereto prior to the date hereof the Landlord will provide an Inventory to the Tenant within one week of the date hereof and the Tenant shall sign and return a copy thereof to The Agent/the Landlord within 3 days of receipt of the same, If the Tenant shall not return such a signed copy within such period [of which time shall be of the essence] the Tenant shall be deemed to have



- accepted the Inventory as prepared unless within such period he notifies his objection to the same in writing to The Agent/the Landlord
- (d) Any notice under this agreement to the Landlord shall be served on The Agent or the Landlord personally or by registered post. A Notice sent by registered post shall be deemed to be delivered 48 hours after it is placed in the post. Any Notice to the Tenant shall be deemed sufficiently served if it is sent by registered post to the Property and shall be deemed to be received 48 hours after posting
  - (e) If the Tenant desires to determine the tenancy hereby created at or at any time after the end of the first six months thereof except between 1<sup>st</sup> December and 15<sup>th</sup> January shall give the Landlord not less than two months previous notice in writing of such desire and shall up to the time of such determination pay the rent and observe and perform the agreements and obligations on the Tenant part hereinbefore reserved and contained then immediately on the expiration of such notice the present tenancy and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of obligation
  - (f) If the Landlord shall desire to determine the tenancy hereby created at or at any time after the end of the first six months thereof except between 1<sup>st</sup> December and 15<sup>th</sup> January and shall give to the Tenant not less than two months previous notice in writing of such his desire then immediately on the expiration of such notice the present tenancy and everything herein contained shall cease and be void without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of obligation
  - (g) To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

**6. DEPOSIT** The deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. Any interest earned will belong to the Agent;

- (a) The Deposit is held as security for compliance by the Tenant with the obligations of the Tenant under this Agreement and without prejudice to the generality is for the following purposes
  - (i) Any damage, or compensation for damage, to the Property 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.
  - (ii) 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 Property, its fixtures and fittings.
  - (iii) 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.
  - (iv) 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.

- (b) The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:  
The Dispute Service Ltd  
PO Box 1255  
Hemel Hempstead  
Herts HP1 9GN  
phone 0300 037 1000  
email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
fax 01442253193
- (d) At the end of the tenancy
- (i) The Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit
  - (ii) If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
  - (iii) The Tenant should try to inform the 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 the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
  - (iv) If, after 10 working days following notification of a dispute to the Agent/Member 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 be submitted to the ICE for adjudication. All parties agree to cooperate with the adjudication.
  - (v) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 6 above.

#### PRESCRIBED INFORMATION

##### Housing Act 2004

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

##### Address of the Property to which the tenancy relates

7 BELSIZE TERRACE LONDON NW3

##### Details of the deposit holder(s)

Name(s) HEYWOODS ESTATE AGENTS

Actual address 27 BELISZE LANE LONDON NW3 5AS

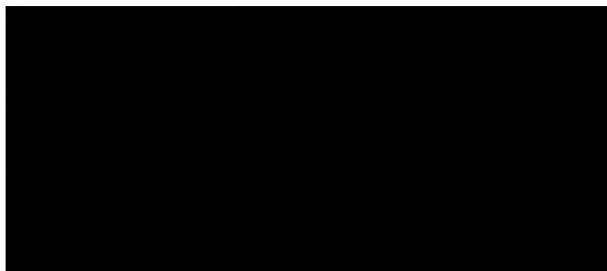
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E mail address LETTINGS@HEYWOODS.NET

Telephone number 0207 794 0005

Fax number 02027 794 7816

**Details of tenant(s)**



Fax number)

Please provide the details requested in A 7-11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

**The deposit**

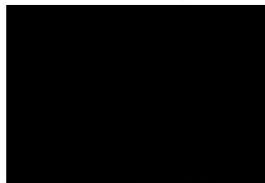


The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A leaflet entitled *What is the Tenancy Deposit Scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Heywoods Estate Agents

At the end of the tenancy

The deposit will be released following the procedures set out in Clause 6 of the Tenancy Agreement attached



Deductions may be made from the Deposit according to Clause 6 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the Tenancy Deposit Scheme?*, which is attached to this document. More detailed information is available on:

**[www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)**

TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:

- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
- determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do
- allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

A formal record of these activities should be made, supported by appropriate documentation.

Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.



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**Signed by the Tenant**



**Signed by the Landlord/Agent**



The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

**The Dispute Service Ltd**

PO Box 1255

Hemel Hempstead

Herts

HP1 9GN

phone 0300 037 1000

web [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)

email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

fax 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

