

ESTATE MANAGEMENT  
LONDON

**Let Only  
Assured Shorthold Tenancy  
Agreement**

# TENANCY AGREEMENT

This Agreement contains the terms, conditions and obligations of the Tenancy and the things which the Landlord and the Tenant agree to do or not to do during the Tenancy.

Once signed and dated, this Agreement will be legally binding and may be enforced by a Court. You should read it carefully to make sure it contains everything that you want and nothing that you do not wish to agree to. If either party is in any doubt as to the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

**Date:** The date of execution set out in the audit trail to this document.

## The Landlord(s):

Landlord Name: Abbey Road Estates Ltd  
Landlord Address: 37-39 Maida Vale, London, W9 1TP  
("the Landlord")

## The Tenant(s):

Tenant Name: [REDACTED]  
Tenant Address: [REDACTED]  
("the Tenant")

**The Landlord and the Tenant** agree to the letting of the Property for the Term at the Rent and under the conditions outlined in this Agreement.

## The Property:

3rd Floor Flat, 25 Birchington Road, Kilburn, NW6 4LL  
Excluding/Including: Please see additional clause(s) for more details  
(“the Property”)

## The Term:

The Tenancy shall be for a period of 12 Months to start on and include the 1<sup>st</sup> of September 2019 and to end on and include 31<sup>st</sup> of August 2020, but subject to break clause in Special Tenancy Conditions, and thereafter from Rental Period to Rental Period.  
("the Term")

## The Rental Period:

£1,200.00 per month  
("the Rental Period")

## The Rent:

The first month's rent in the sum of £1,200.00 shall be payable in advance on or before the 1st September 2019. Thereafter rent will be payable in advance at a rate of £1,200.00 per month.  
Full details can be found in the Payment Schedule attached to this document. Should the tenancy continue or renew, rent will be due in advance from 1st September 2020 at the same recurring frequency.  
("the Rent")

[REDACTED]

Unless otherwise stated all rental payments should be made by Standing Order to the Landlord's bank as follows:

**Name: Abbey Road Estates Limited - Rent Account**

**Sort Code: [REDACTED]**

**Account Number: [REDACTED]**

**Payment Reference: 3rd Floor Flat NW6 4LL**

**The Deposit:**

£1,384.62 to be held by the Deposit Protection Service ("DPS") and placed within the nominated Deposit Protection Scheme as Stakeholder. At the end of the Tenancy, the Deposit Protection Service ("DPS") shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

("the Deposit")



## DEFINITIONS

### **The Landlord**

The person or persons owning an interest in the Property which gives the right to possession of it when this Tenancy ends and anyone who later owns the Property.

### **The Tenant**

The person or persons entitled to possession of the Property under this Agreement.

### **The Lead Tenant (if applicable)**

Means (i) in the case of joint tenants, one of their number who has been nominated to act on their behalf in relation to the Deposit; and (ii) where applicable, the person nominated to act on behalf of the Tenant and the Relevant Person.

### **The Guarantor (if applicable)**

The person who undertakes to be jointly and severally liable with the Tenant to pay all rent and any debt arising from any breach or default of the Tenant obligations contained in this Agreement until all debt is paid in full whether or not the Landlord elects to pursue the Tenant.

### **The Landlord's Agent**

Estate Management London, 37-39 Maida Vale, London, W9 1TP or any person or company who later takes over the rights and obligations of the Landlord's Agent.

### **The Property**

The premises which have been agreed to be let including any parts of the exterior forming part of the let (e.g. gardens, paths, fences, boundaries or outbuildings). Where the premises is a flat or forms only part of a property, the letting includes the use, with others, of communal access ways, gardens and other similar facilities to which the Landlord is entitled under the terms of his Lease.

### **The Head Lease (if applicable)**

The Lease under which the Landlord holds the Property. The obligations set out in the Head Lease will bind the Tenant provided the Tenant has been given notice of them.

### **The Contents**

The Landlord's furniture, furnishings, fixtures, fittings and effects including sanitary ware, floor ceiling and wall coverings, decorative features, white goods and other equipment specified in the Inventory.

### **The Inventory of Contents and Schedule of Condition**

The Inventory of Contents and Schedule of Condition means the document prepared by the Landlord, the Landlord's Agent or an inventory clerk detailing the Contents, the decor and condition of the Property generally. The Inventory may be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the start of the Tenancy.

### **The Deposit**

The sum paid by the Tenant to the Landlord's Agent in a Stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

**The Relevant Person (if applicable)**

Any person or company paying the Deposit on behalf of the Tenant, e.g. the local authority, a parent or Guarantor.

**Fair wear and tear**

Loss, damage or depreciation that naturally and inevitably occurs from reasonable and ordinary use or exposure or ageing.

**Emergency**

Where there is a risk of damage to the fabric of the Property or to life.

**The Term**

The length of the letting agreed in this Agreement including any extension or continuation or any statutory periodic tenancy arising after expiry of the original Term.

**Joint & Several Liability**

If the Tenant consists of more than one person, their actions and obligations under this Agreement shall be joint and several in all respects which means that each Tenant is wholly responsible for all Tenant obligations and sums due under this Agreement, not just a proportionate part. It also means that the Guarantor (if applicable) will be liable with the Tenant to pay all rent and any debt arising from any breach of this Agreement until all debt is paid in full.

**Interpretation**

Words importing the singular number include the plural number and vice versa. Words importing the masculine gender only include the feminine gender and vice versa.

Working day means any day excluding a Saturday, Sunday or a Bank Holiday.

The Tenant and the Landlord agree that the laws of England and Wales shall apply to this Agreement.

## 1. TENANT OBLIGATIONS

The Tenant agrees with the Landlord that throughout the Term the Tenant will:

### 1.1 General

- (i) Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- (ii) To be responsible and liable for all the obligations under this Agreement as joint and several Tenant if the Tenant forms more than one person, as explained in the definitions.

### 1.2 Pay Rent

- (i) Pay the Rent and any other sums due to the Landlord in the manner set out in this Agreement, whether formally demanded or not.

### 1.3 Pay Interest

Pay interest on any amounts of Rent due and in arrears by in excess of 14 days at the rate of 3% above the Bank of England annual base rate calculated on a day to day basis from the date that the same shall become due until payment in full is made.

### 1.4 Pay for Council Tax

In the event that the Rent is expressed exclusive of council tax, to pay the council tax (or any similar charge which replaces it) in respect of the Property either directly to the local authority, or by paying that sum to the Landlord, or the Landlord's Agent, where the Landlord, or the Landlord's Agent, has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.

### 1.5 Pay for Utilities

To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the Term of the Tenancy:

- Council Tax
- Water
- Gas
- Electricity
- Telephone
- Broadband
- Satellite Television
- Cable Television
- TV Licence

### 1.6 Care for Property

Not cause or allow any damage or loss to the Property or Contents, fair wear and tear excepted, and use the Property and Contents in a proper and tenant-like manner.

The Tenant is liable to change, replace or renew at his/her own cost all light bulbs, batteries, and extractor fan filters, and dishwasher and water softener salt.

To inform the Landlord or the Landlord's Agent immediately when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Property.

### 1.7 Replace Broken Glass

Promptly replace all cracked or broken glass with the same quality glass, where the crack or breakage is caused as a result of any action or misuse or negligence of the Tenant, a third party, any family or visitors.

### **1.8 Smoke Detectors and Carbon Monoxide Detector**

Ensure that all smoke and carbon monoxide detectors are kept in good working order by ensuring that they are kept free from obstruction, tested regularly and replacing batteries when necessary.

### **1.9 Good Repair**

Keep the Contents including all electrical gas and other appliances equipment and apparatus in good repair and condition, fair wear and tear excepted.

Take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

### **1.10 Preserve Interior Condition**

(i) Keep the Property and the Contents in good order and in a clean condition as at the commencement of the Tenancy, fair wear and tear excepted.

(ii) Permit the Landlord or Landlord's Agent to give the Tenant notice in writing of any necessary works of repair, cleaning, restoration, or replacement which is the obligation of the Tenant to be undertaken within a reasonable time agreed between the Tenant and the Landlord.

### **1.11 Clean Windows**

Clean the inside and outside of the easily accessible windows regularly and at the end of the Term.

### **1.12 Prevent Obstructions**

At all times take all reasonable precautions not to cause blockage to the drains and pipes in or about the Property and keep gutters gullies and downpipes free of debris. In the event that a blockage is caused as a result of misuse or negligence of the Tenant, his/her family or visitors, the Tenant shall be liable to clear, or arrange the clearance of, the blockage or debris.

### **1.13 Protect from Freezing**

At all times, to ensure that all reasonable precautions are taken to protect the Property against freezing and burst pipes, provided the pipes and other installations are kept adequately insulated by the Landlord. To reimburse the Landlord in respect of any damage caused to the Property as a result of frozen or burst pipes due to the Tenant failing to take reasonable precautions.

### **1.14 Keep Ventilated**

Keep the Property adequately ventilated and make good use of extractor fans (where provided) so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the Property and the Contents.

### **1.15 Chimneys and Flues (if applicable)**

To have any chimneys and flues swept and in a clean condition. If the Landlord suffers a loss due to the Tenant's failure to comply with this clause, the Landlord may seek to recoup this loss from the Deposit.

### **1.16 Fuel Storage**

Any coal/logs stored at the Property must be stored in an appropriate and suitable receptacle in such place as will not cause damage to the Property or the Contents.

### **1.17 Prevent Infestation**

Not keep any refuse or rubbish in the Property and regularly dispose of same in a suitable receptacle to maintain acceptable levels of hygiene and prevent outbreaks of any infestations of pests or disease. Should there be an infestation within the Property the Tenant is responsible for having this treated immediately via a reputable pest control company.

#### **1.18 Maintain Gardens**

Keep any gardens and grounds including any pond, terrace or patio included in the Property in a neat, unobstructed and tidy condition and free from litter and weeds. Keep the grass cut and reasonably maintain any lawns, trees and shrubs in a proper manner as seasonally required. Not to cut down or remove any trees, shrubs or plants (other than annual plants) or otherwise alter the existing design content or layout of the said garden or grounds without the prior written consent of the Landlord.

#### **1.19 Not Alter Property**

Not alter or in any way interfere with the construction or arrangement of the Property. Not to carry out any redecoration or make any alteration in or addition to the exterior or interior of the Property without the previous consent in writing of the Landlord.

#### **1.20 Not Remove Contents**

Not remove or allow the removal of the Contents from the Property or store the Contents in any way which may lead to the condition of the Contents to be damaged or deteriorate at a quicker pace than they would if they remained in the places recorded in the Inventory.

#### **1.21 Not Affix Items to Walls**

Not to hang pictures other than with a reasonable number of commercially available picture hooks or fastenings.

#### **1.22 Not Post Signs**

Not to display or allow to be displayed any notice, sign, banner or placard visible from outside the Property without the prior written consent of the Landlord or the Landlord's Agent, which will not be unreasonably withheld or delayed. The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given.

#### **1.23 Not Affix or Erect Aerial or Satellite Dish**

Where not already provided or available at the Property, not to affix or erect outside the Property any television or radio aerial or satellite dish or install any cable television or cable telephone without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed but may be subject to conditions. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given.

#### **1.24 Pets**

The Tenant agrees not to keep any animals or birds (whether domestic or otherwise) in the Property without the Landlord's prior written consent, which will not be unreasonably withheld or delayed.

#### **1.25 Smoking Prohibition**



Not to smoke or allow any other person to smoke any cigarettes cigars pipes or other form of tobacco or other substance within the Property without the prior written consent of the Landlord. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given. In the event of any breach of this clause then the Tenant shall pay such costs to the Landlord for making good any resultant staining, discolouration, burn marks or odour present at the Property at the end of the Term.

### **1.26 Changing Locks**

(i) Not alter, change or install any locks on any doors or windows in or about the Property or have any additional keys or remote control devices made, except in the case of an Emergency, without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed.

(ii) Where consent to change locks is granted, one set of the new keys must immediately be made available to the Landlord and at the end of the Term the Tenant must provide the same number of sets of keys, fobs and other devices for the new locks as were provided by the Landlord at the commencement of the Term.

(iii) Where any keys the Tenant is responsible for are either lost or stolen, the Tenant shall be liable for the cost of having the relevant lock/s changed for the Property, one set of the new keys must immediately be made available to the Landlord and at the end of the Term.

### **1.27 Use of Burglar Alarm (if applicable)**

(i) Take every precaution to ensure the correct use of the burglar alarm system to the Property and pay any call out charge or costs for the repair or for re-setting of the system necessary as a result of misuse or negligence by the Tenant, his/her family or visitors.

(ii) Not change any burglar alarm code without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed. Where such consent is granted the Tenant will promptly provide the Landlord with the details of the new code.

### **1.28 Secure Property**

(i) Not leave the Property unattended or unoccupied for any period whatsoever without locking and securing all deadlocks and other locks and bolts fitted to the doors and windows permitting access to the Property and ensuring the burglar alarm (if any) is activated.

### **1.29 Notify & Action if Unoccupied**

(i) Not leave the Property vacant, unattended or unoccupied for a period of more than 14 consecutive days without first giving reasonable notice to the Landlord or the Landlord's Agent of the intention to do so.

(ii) After leaving the Property unattended for any period of 7 days or more, to flush through the water systems by running all taps and showers for 20 minutes and by flushing all toilets to reduce the risk from exposure to legionella bacteria.

### **1.30 Landlord's Insurance**

Not do, permit to be done, or fail to do anything that may render void or invalidate any policy of insurance on the Property or the Contents nor anything that may cause an increased premium to be payable, provided that a copy of the relevant sections of the policy has been given to or shown to the Tenant at the start of the Term or within a reasonable time thereafter. To pay the Landlord all reasonable sums paid by the Landlord for any increase in premiums and all reasonable expenses incurred by the Landlord incurred as a result of a failure by the Tenant, his/her family or visitors to comply with this clause.

### **1.31 Tenant's Personal Possessions**

For the avoidance of doubt, there is no cover provided by any insurance policy maintained by the Landlord for any personal possessions introduced into the Property by the Tenant. The Tenant is strongly advised to insure his/her own belongings with a reputable insurer.

### **1.32 Permit Access**

Permit the Landlord or anyone with the authority of the Landlord at reasonable hours by no less than 24 hours prior written appointment (save in the case of an Emergency) to enter the Property to view the state and condition thereof or to undertake any necessary repairs in compliance with obligations placed on the Landlord by law, or other necessary repairs or redecoration of the Property or require access to effect work to a neighbouring property or boundary divide.

### **1.33 Permit Viewing**

Permit the Landlord or anyone with the authority of the Landlord or the by reasonable prior appointment to show the Property.

- (i) To potential tenants or purchasers during the last two months of the Tenancy or other period of notice;
- (ii) To potential purchasers in the event of the Landlord wishing to sell or otherwise deal with the reversion of the Property with the benefit of the Tenancy at any time during the Tenancy.

### **1.34 Permit Notices**

Permit the Landlord to affix a notice of re-letting or selling on the Property during the last two months of the Tenancy or other period of notice, or a notice of selling in the event of the Landlord wishing to sell the Property with the benefit of the Tenancy at any time during the Tenancy.

### **1.35 Take Remedial Action**

In an Emergency to take appropriate reasonable remedial action to prevent further damage to the Property and give immediate notice to the Landlord or the Landlord's Agent.

### **1.36 Give Notice of Defects**

Notify the Landlord immediately upon becoming aware of:

- (i) Any damage, defect or want of repair of any nature affecting the Property or any of the Contents, whether or not caused by any act, default or neglect of the Tenant, or any invitee of the Tenant;
- (ii) Any burglary or attempted burglary upon the Property.

And the Tenant shall be liable for all reasonable consequential excess loss and expense arising from any failure to give such notice.

### **1.37 Forward Correspondence**

Pass to the Landlord as soon as is reasonably practicable following receipt, any notice or other communication left on or delivered or posted to the Property that are addressed to the Landlord with the exception of obvious circulars or marketing material.

### **1.38 Leasehold (Head Lease) or Freehold Covenants and Restrictions**

Where applicable and provided that prior to the signing of this Agreement the Tenant is notified in writing or given a copy of the relevant documents, the Tenant agrees to observe and not breach or contravene any terms in the Head Lease or any Deed under which the Landlord holds the Property.

The Tenant will comply with all and any new regulations relating to the building which may be introduced from time to time and which are notified to the Tenant in writing and protect the Landlord from loss arising from any claim in respect of any breach or non-observance of same.

#### **1.39 Deed of Covenant (if applicable)**

If requested and at the Landlord's expense the Tenant will enter into a Deed of Covenant or such other Deed as the superior landlords may reasonably require.

#### **1.40 Communal Areas (if applicable)**

Not to obstruct any common passageways, hallways and staircases nor keep or store or place any item or package or bicycle or pushchair in any communal area of the Property.

Not to hang or permit to be hung or exposed any clothes or other articles in any communal or shared garden or upon the exterior of the Property except where expressly permitted by the Landlord in writing.

#### **1.41 Not Assign or Sublet**

(i) Not to assign this Agreement without the prior written consent of the Landlord which will not be unreasonably withheld or delayed. Where the Landlord grants consent this may be subject to reasonable conditions and the Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in granting such consent or arranging such assignment.

(ii) Not to mortgage or charge the benefit of this Agreement;

(iii) Not to take in or receive paying guests or lodgers without the prior written consent of the Landlord.

(iv) Not sub-let, part with or share possession or occupation of the Property or any part of the Property with any person not named as Tenant in this Agreement without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed. Where granted, the Landlord may impose reasonable conditions of consent and the Tenant will be liable for the reasonable expenses incurred by the Landlord in granting such consent.

#### **1.42 Not Cause Nuisance**

Not use the Property or allow others to use the Property in a way which may cause damage or a disturbance nuisance annoyance or inconvenience to neighbouring adjoining or adjacent property or to the owners or occupiers of them.

#### **1.43 Music and Noise**

Not play any musical instrument, music player, radio or television or cause or permit any undue loud noise to take place in the Property so as to cause disturbance annoyance or inconvenience to the occupiers or owners of any neighbouring adjoining or adjacent property or so as to be audible outside the Property between the hours of 11.00 pm to 7.30 am.

#### **1.44 Permitted Use**

To use the Property for no other purpose than that of a strictly private residence for the occupation of the Tenant and the Tenant's immediate family and occasional guests only; and

(i) Not carry on at the Property or allow the Property to be used for any profession trade or business and not to let rooms or apartments or receive paying guests or lodgers in the Property; and

(ii) Not hold or allow to be held any large meeting or gathering upon the Property or any sale by auction thereon; and

(iii) Not use or permit the Property or any part thereof to be used for any illegal or immoral purposes;

(iv) Not to register a business or company at the address of the Property.

#### **1.45 Combustible Matter**

Not take into or keep at the Property any combustible, offensive or dangerous fluids, fuels or materials or any gas, paraffin or other liquid fuel unless required for normal household use and fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate Fire Authority.

#### **1.46 Own Gas Appliances**

Immediately notify the Landlord if any gas appliance is brought into the Property by the Tenant and ensure that it is properly connected to the appropriate pipework by a suitably qualified Gas Safe registered engineer and is safe to use. The Tenant will immediately stop using and remove any such gas appliance which is unsafe or dangerous to either the occupants or the Property.

#### **1.47 Prohibited Substances**

Not to use or consume in or about the Property at any time any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may hereinafter be prohibited or restricted.

#### **1.48 End of Tenancy**

At the expiration or sooner termination of the Tenancy:

- (i) Deliver up to the Landlord possession of the Property and the Contents in a sound and clean condition as at the beginning of the Term (reasonable wear and tear excepted) and in the rooms or places as they are listed in the Inventory.
- (ii) Make good and/or pay for the repair of or replacement of any of the Contents that are broken, lost or damaged during the Term;
- (iii) Clean the Property to a professional standard and all the Contents including the washing or dry cleaning (including ironing and pressing) of all bedding, linen, towels, carpets, curtains, upholstery and soft furnishings and other articles set out in the Inventory or articles substituted for the same which shall be shown by reference to the Inventory to have been soiled during the Term;
- (iv) Notify all utility and council tax authorities of the date of termination of the Term and pay all outstanding accounts with the service providers up to and including the last day;
- (v) Arrange for the return to the hire company prior to the inventory check-out of any hired or rented television or other equipment or appliance which the Tenant has hired or rented for his use at the Property;
- (vi) Deliver all keys and remote control devices to the Landlord and pay to the Landlord all reasonable costs incurred by the Landlord in replacing the locks or devices where such keys or devices are missing;
- (vii) Remove all personal items from the Property before the end of the Term. The Tenant will be responsible for meeting all reasonable removal costs and/or storage charges for items left in the Property after the end or earlier termination of the Term. The Landlord will remove and store such items for a maximum of one calendar month, and take all reasonable steps to contact the Tenant in this regard and, where possible, will notify the Tenant at the last known address. If the items are not collected within one calendar month the Landlord may dispose of them and the Tenant will be liable for the reasonable costs of disposal, which may be deducted from the Deposit or from any sale proceeds and if there are any costs remaining they will remain the Tenant's liability;
- (viii) Provide the Landlord with a forwarding address where the Tenant may be contacted after the Tenant has vacated the Property and permit the Landlord to give the forwarding address to the suppliers of gas, electricity, fuel, water, telephone services, environmental services or other similar services incurred at the Property for which the Tenant is liable and Council Tax authority;

## **2. LANDLORD OBLIGATIONS**

**The Landlord agrees with the Tenant that the Landlord will:**

**2.1 Deliver Up Property**

At the commencement of the Tenancy deliver:

- (i) The Property and Contents in a tidy condition and clean to a professional standard;
- (ii) Any working chimney swept and clean;
- (iii) All appliances, smoke and carbon monoxide detectors in proper working order.

**2.2 Allow Quiet Enjoyment**

Permit the Tenant to quietly possess and enjoy the Property during the Tenancy without any unreasonable or unlawful interruption.

**2.3 Pay Outgoings**

Pay all taxes, insurance, service charge assessments, impositions and other outgoings in respect of the Property including the following services: no utilities/services.

**2.4 Maintain Property**

(i) Carry out those repairs to the Property the liability for which is imposed upon the Landlord by Section 11 to 16 of the Landlord & Tenant Act 1985 (as amended). This liability obliges the Landlord to repair and keep in good order: (1) the structure of the Property and exterior (including drains gutters and pipes); (2) certain installations for the supply of water, electricity and gas; (3) sanitary appliances (including basins, sinks, baths and sanitary conveniences); and (4) appliances for space heating and water heating; but not other fixtures fittings and appliances for making use of the supply of water and electricity.

(ii) This obligation arises only after notice has been given to the Landlord by the Tenant in accordance with the terms of this Agreement;

**2.5 Maintain Appliances**

Put and keep in repair and proper working order the central heating system, electrical appliances and other equipment provided by the Landlord for the use of the Tenant provided that the Tenant shall be responsible for any visitor or guest.

**2.6 Burglar Alarm (if applicable)**

Maintain in proper working order the burglar alarm system (if any) provided to the Property save that any call out charge or costs for repair necessary as a result of misuse or negligence by the Tenant, his/her family, any visitor or guest shall be payable by the Tenant.

## **2.7 Habitation**

If the Property or part of the Property is destroyed or made uninhabitable by any insured risk, and provided such damage is not as a result of any fault or negligence on the part of the Tenant, his/her family, visitors or guests:

(i) The Rent will cease to be payable until such time as the Property is reinstated and rendered habitable;

(ii) In the event that the extent of the damage is such that the Property is not made habitable within one month, either party may terminate the Tenancy by giving immediate written notice to the other party.

## **2.8 Title and Consents**

The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement.

## **2.9 Safety Regulations**

The Landlord warrants that

(i) Where applicable all upholstered furniture, soft furnishings, beds, bed bases, mattresses (and mattress toppers), pillows, cushions and seat pads supplied to the Property comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.

(ii) All gas appliances within the Property comply with the Gas Safety (Installation & Use) Regulations 1998 and that all gas appliances will be serviced annually in accordance with The Gas Safety (Installation and Use) Regulations 1998. A copy of the Gas Safety Check Record will be provided to the Tenant at the start of the Tenancy and within 28 days of the annual check undertaken during the Term.

(iii) All mechanical and electrical equipment in the Property are in good repair and working order and that all electrical equipment supplied to the Property complies with The Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc (Safety) Regulations 1994.

(iv) The Property is in a habitable condition.

## **2.10 Smoke Detectors and Carbon Monoxide Detectors**

In accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 the Landlord has provided a smoke alarm on every storey (floor) of the Property on which there is a room used wholly or partly as living accommodation; and a carbon monoxide detector/alarm in any room used wholly or partly as living accommodation which contains a solid fuel burning combustion appliance. The Landlord will have the alarms and detectors checked and tested to ensure that they are fully operational at the start of the Term.

## **3. NOTICES**

### **3.1 Address and Service**

(i) The provisions for service of notices are that if either party send any document in relation to this Agreement to the other, it shall be deemed to have been validly and sufficiently served delivered to the receiving party's address or last known address by hand; sent by first class post or by registered post or recorded delivery and any such notice or document shall be deemed to have been served two working days after the date of posting save that where hand delivered or emailed prior to 4:30 pm it shall be deemed to have been served on the next working day.

Any notice or document to be served on the Tenant may be served by the Landlord or by the Landlord's Agent on behalf of the Landlord.



(ii) For the purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987 the address of the Landlord is as stated on page 2 of this Agreement. Where this address is in England and Wales notices on the Landlord (including notices in proceedings) may be served to this address. Where the Landlord's address is not in England and Wales, the address of the Landlord's Agent as detailed in this Agreement under Definitions may be used as an alternative address for the service of notices on the Landlord (including notices in proceedings). If either of these addresses should change during the term of the Tenancy the Tenant will accordingly be notified in writing.

#### **4. MISCELLANEOUS**

##### **4.1 Stamp Duty Land Tax**

The Tenant shall be responsible for assessing his liability, if any and at any time, for Stamp Duty Land Tax relating to this Tenancy, and for submitting the appropriate forms and payment to HM Revenue & Customs. Further information may be obtained from the HM Revenue & Customs enquiry line on 0845 6030135 or from their website at <https://www.gov.uk/stamp-duty-land-tax>.

##### **4.2 Agent of the Tenant**

Any payments in respect of or on account of Rent made by or drawn on accounts other than those of the Tenant named in this Agreement will be accepted by the Landlord as payment made by or on behalf of the Tenant only and in no circumstances shall constitute the creation of a new tenancy to any other person.

### **4.3 Data Protection & Confidentiality**

4.3.1 The personal information of both the Landlord and the Tenant will be retained by the Landlord's Agent in accordance with the terms of the Landlord's Agent's privacy policy ('the Policy') which both parties will have been served with and which is also available to view on the Landlord's Agent's website. In addition to the information provided to the Landlord's Agent about the Tenant in accordance with the Policy, the Tenant agrees that the Tenant's personal information can be forwarded to the Landlord. Such information may have been provided before, during or after the Term. The Landlord thereafter may share details about the following:

4.3.1.1 Details of performance of obligations under this Agreement by the Landlord and the Tenant;

4.3.1.2 Known addresses/details of the Tenant and any other occupiers;

4.3.1.3 Any other relevant information required by the parties listed below.

4.3.2 This personal information can be shared with the following:

4.3.2.1 Utility and water companies;

4.3.2.2 The local authority;

4.3.2.3 Authorised contractors;

4.3.2.4 Credit and reference providers;

4.3.2.5 Mortgage lenders;

4.3.2.6 Legal advisors;

4.3.2.7 Any other interested third party.

4.3.3 This information can and will be provided without further notice only when the Landlord's Agent is authorised to do so under the Policy.

### **4.4 Section 45 Flood & Water Management Act 2010**

The above Act places a legal obligation on the Landlord or the Landlord's Agent to provide the water authority when requested with a forwarding address for the Tenant following the end of the Term.

### **4.5 Right to Rent**

All adults named as the Tenant or who reside at the Property as an occupier, whether named in this Agreement or not, must provide a valid passport and visa or work permit to the Landlord or the Landlord's Agent prior to taking occupation of the Property either before or during the Term. If any person fails to comply, the Landlord may take any necessary legal action to have the person evicted from the Property.

If any person forming the Tenant or any occupier changes or any additional occupant moves into the Property during the Term, the Tenant agrees to ensure that any new or additional persons complies with the legal requirements of the Right to Rent conditions under the Immigration Act 2014 prior to moving into the Property. This will involve meeting the Landlord or the Landlord's Agent in person to provide valid documents to be checked and copied.



## **SPECIAL TENANCY CONDITIONS**

The following clauses detail the further terms which have been individually negotiated and agreed between the Landlord and the Tenant.

### **1. Break Clause:**

Should either party wish to terminate the Tenancy, it is agreed that a minimum of 2 months advance written notice must be served on the other party and the tenancy must not expire within the first 6 months of the Tenancy commencement date. In this Lease the earliest date either party can give notice will be the 31<sup>st</sup> of December 2019 to expire 2 months' after service of that notice.

## **AST ADDENDUM**

This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in Section 21 of that Act.

### **Provision for Re-Entry**

If at any time:

- (1) The Rent, or any part of it, remains unpaid for 14 days after falling due, whether formally demanded or not; or
- (2) If any agreement or obligation of the Tenant is not complied with; or
- (3) If any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) be made out,

The Landlord may give written notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that Notice, the Landlord may gain possession of the Property by complying with his/her statutory obligations; obtaining a court order; and re-entering the Property with a court approved bailiff. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

### **Dealing with the Deposit**

The Landlord's Agent shall place the Deposit in a nominated client account as soon as reasonably practicable. Any interest earned on the Deposit will be retained by The Deposit Protection Service at the end of the Term and any agreed balance of the Deposit (subject to the clauses below) will be returned to the Tenant.

After the Term the Landlord's Agent is entitled with the written consent of the Tenant, to deduct from the sum held as the Deposit any monies referred to in this Agreement. If more than one such deduction is to be made by the Landlord, monies will be deducted from the Deposit in the order listed.

The Landlord's Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.

At the end of the Term the Landlord's Agent shall return the Deposit (subject to any deductions made under the Agreement) within 30 days of the end of the Tenancy except in the case of dispute. If there is more than one Tenant, the Landlord may return the Deposit by cheque to any one Tenant, at his sole discretion, at his/her last known address. That person forming part of the Tenant will hold the Deposit in trust for all others forming the Tenant.

If the amount of monies that the Landlord is entitled to deduct from the Deposit under the Agreement exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.

The Landlord may deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:

- any damage to the Property and/or the Contents caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
- any damage caused or cleaning required as a result of any pets occupying the Property (whether or not the Landlord consented to its presence as set out in this Agreement);
- any sum repayable by the Landlord or the Landlord's Agent to the local authority where housing benefit or Local housing Allowance has been paid direct to the Landlord or the Landlord's Agent by the local authority;
- any other breach by the Tenant of the terms of this Agreement;
- any instalment of the Rent which is due but remains unpaid at the end of the Term;
- any unpaid account or charge for water including sewerage and environmental charges, electricity gas or other fuels used by the Tenant in the Property;
- any unpaid council tax;
- any unpaid telephone charges.

The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord's Agent holds the Deposit or any part of it.

If the Landlord sells or transfers his interest in the Property the Tenant shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser or transferee. The Landlord shall then be released from any further claim or liability in respect of the Deposit or any part of it.

## CONFIRMATION

The Landlord certifies and confirms that: a) the information provided is accurate to the best of my/our knowledge and belief and b) 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 Landlord(s):**

**Abbey Road Estates Ltd**

.....  
  
 22<sup>nd</sup> of August 2019 12:28:26 UTC

The tenant confirms that: a) I/we have been given the opportunity to read the information provided and b) 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):**

.....  
  
  
 22<sup>nd</sup> of August 2019 11:21:11 UTC

# DPS

## PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

The Agent protecting this tenancy deposit must give Prescribed Information to all tenants at the property in accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007. They must do this within 30 days of receiving the deposit from the tenant. It informs the tenant about the deposit protection measures the Agent has taken, the scheme contact details, and procedures that apply regarding the protection and return of the deposit.

*The Agent must provide a copy of The DPS terms and conditions to the tenant with this form. This can be downloaded from [www.depositprotection.com](http://www.depositprotection.com).*

*The DPS has provided this document by way of information only. The DPS accepts no liability for its contents. It's the Agent's responsibility to ensure it is accurate and given to the Tenant (or Tenants) within 30 days of receipt of the deposit. They should also give the Tenant the opportunity to review and sign this document.*

To: **Sara Simeoni**

### Tenancy Details

Tenancy Address	3rd Floor Flat, 25 Birchington Road, Kilburn, NW6 4LL	Deposit amount:	£1,384.62
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### Letting's agent's details

Name:	Estate Management London
Address:	37-39 Maida Vale, London, W9 1TP
Telephone:	020 3549 3600

### Contact Details

Your deposit is protected with The Deposit Protection Service (The DPS). They are approved by the Ministry of Housing, Communities and Local Government for this purpose. Here's how you can contact them if you need to.

<b>By post</b>	<b>The DPS</b> The Pavilions Bridgwater Road Bristol BS99 6AA
<b>Call:</b>	0330 303 0030
<b>Email:</b>	<a href="mailto:contactus@depositprotection.com">contactus@depositprotection.com</a>
<b>Website:</b>	<a href="http://www.depositprotection.com">www.depositprotection.com</a>

### How the scheme works

*Information supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.*

*Please see section 3 of The DPS Custodial Terms and Conditions*



## Deposit Repayment

Information on the procedures applying for the release of the deposit at the end of the tenancy, including where either the Landlord or the Tenant can't be contacted.

Please see section 14-19 of *The DPS Custodial Terms and Conditions*

## Deposit Disputes

Procedures that apply under the Scheme where the Landlord and the Tenant dispute how the deposit should be repaid, and the facilities available to resolve a dispute without recourse to litigation.

The DPS Dispute Resolution Service is a free, straightforward way of resolving deposit disputes at the end of a tenancy. The alternative option is to go through the courts, which can be costly and take a long time.

When using this service, your dispute will be reviewed by a legally-trained adjudicator. They'll review the evidence you and your tenant provide and issue a detailed decision within 28 days.

Please see section 20-23 of *The DPS Custodial Terms and Conditions*

## Tenant details

Name: [REDACTED]  
Address: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]  
Post Tenancy Address: N/A  
Post Tenancy Phone: [REDACTED]  
Post Tenancy Email: [REDACTED]

It's the responsibility of each tenant to advise The DPS of any changes to their contact details, including providing forwarding contact details and address at the end of the tenancy.

## Details of third parties paying the deposit

If the deposit is being paid by a third party, record their details here. If additional third parties are paying the deposit, please record their details on a separate sheet and attach it to this document. For this tenancy there is no Relevant Person

## Circumstances when all or part of the deposit may be retained by the landlord or letting agent

For details of the circumstances when the landlord or letting agent may retain part or all of the deposit, please refer to the following clauses of the tenancy agreement.

*Please see the Dealing with the Deposit section of the Special Tenancy Conditions*

I/We (being the Letting agent) certify that –

- i. The information provided is accurate to the best of my/our knowledge and belief
- ii. I/We have given the tenant(s) 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 Landlord(s):**

[REDACTED]

**Abbey Road Estates Ltd**



.....  
**22<sup>nd</sup> of August 2019 12:28:26 UTC**

All tenants at the tenancy should sign this form and send a copy to their landlord or letting agent.

**Signed by the Tenant(s):**

**Sara Simeoni**



.....  
**22<sup>nd</sup> of August 2019 11:21:11 UTC**



# Supporting Documents Checklist

I confirm I have received the following documents:

- Department for Communities and Local Government How to Rent guide
- Gas Safety Certificate for: 3rd Floor Flat, 25 Birchington Road, Kilburn, NW6 4LL
- Energy Performance Certificate for: 3rd Floor Flat, 25 Birchington Road, Kilburn, NW6 4LL
- Payment Schedule in respect of amounts due from me
- Prescribed information and terms and conditions relating to my Deposit

These documents are attached to the emails that I have received from Estate Management London in conjunction with this tenancy application.

**Signed by the Tenant(s):**

[REDACTED]

[REDACTED]

22<sup>nd</sup> of August 2019 11:21:11 UTC

[REDACTED]

## Appendix. Payment Schedule

### Full Tenancy

<b>Rent on Signing</b>	£1200.00
1 Oct 2019	£1200.00
1 Nov 2019	£1200.00
1 Dec 2019	£1200.00
1 Jan 2020	£1200.00
1 Feb 2020	£1200.00
1 Mar 2020	£1200.00
1 Apr 2020	£1200.00
1 May 2020	£1200.00
1 Jun 2020	£1200.00
1 Jul 2020	£1200.00
1 Aug 2020	£1200.00
<b>Total</b>	<b>£14400.00</b>

goodlord

# Audit Trail

**Document ID:** 2019310490818457822157791037

**Status:** Completed

Note: All times are in UTC/GMT

August 22, 2019

10:37:20 Document Created  
ip: 78.141.19.222

Document viewed by [REDACTED]

11:15:24 43b1be0f9b9f0df32a2a  
ip: 94.197.121.147

Document Signed by [REDACTED] i

11:21:31 43b1be0f9b9f0df32a2a  
ip: 94.197.121.147

Document viewed by A [REDACTED]

12:28:09 8fc76ddaf40acb8fc4cc  
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Document Signed by A [REDACTED]

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12:48:47 Document Archived  
ip: 78.141.19.222