

# Assured Shorthold Tenancy

For use with one or more tenants occupying the whole of a flat or house, rent paid weekly.

**Dated:** 10<sup>th</sup> July 2013  
**Property:** Flat 6 / 9 Langtry Road London NW8 0AJ  
**Tenant:** Marcial Gaco

This agreement is intended to create an assured shorthold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord.

It should be signed at the end by us both to confirm that we agree with it.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

**This is an important legal document and you should keep it safe.**

If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

## Landlord's contact details

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent:

**Landlords name:** Denton Properties L.T.D. C/O Millwood Kane L.T.D.  
**Postal address:** 30 Preston Hill, Harrow, HA3 9SD  
**Telephone number:** 07977 553 214 or 0203 086 9282  
**Fax number:** 0203 006 8975  
**Email:** [nish@millwoodkane.com](mailto:nish@millwoodkane.com)

## Main details and definitions

**The Property:** Flat 6 / 9 Langtry Road London NW8 0AJ

Referred to as the Property in this agreement. This includes any garden but does not include any shared areas.

**The Landlord:** Denton Properties L.T.D. C/O Millwood Kane L.T.D.

Referred to as we or us in this agreement (even if there is only one landlord).

**Note:** if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

**The Tenant:** Marcial Gaco

Referred to as you or your in this agreement.

**Note for joint tenants:** where there is more than one tenant, you will all have what is called 'joint and several liability'. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to 'the tenant' or to 'you' this means all of you collectively.

Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

The fixed term

**52 Weeks**

**Starting on 10<sup>th</sup> July 2013**

**And ending on 9<sup>th</sup> July 2014 (tenant to vacate by 11.00 am)**

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from week to week, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- you give notice that you want to end the agreement (see section 9 below); or
- we serve a notice on you under section 21 of the Housing Act 1988; or
- we enter into a new written agreement with you; or
- this agreement is ended by consent or a court order.

The rent **£255.00 per week in advance**

The payment date: **Every Monday**

The first payment should be made by you at or before the time you sign this agreement.

All subsequent payments must be paid every four weeks in advance on the payment date. Payment should be by standing order into our bank account, details of which have been provided to you. All payments (including any payments made by cheque or internet transfer) must reach our bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

Our Bank details are:

**Name of Bank:** Nat West  
**Bank Account Number:** 67672868  
**Sort Code:** 60-08-46  
**Account Name:** Millwood Kane Limited

The deposit **£ Nil**

This is sometimes also known as a tenancy deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy.

We will register the deposit with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 14 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

**Other charges:** We rely on you to pay rent on the days and in the way we have agreed. If you fail to do so, you will have to:

- A) Pay our reasonable costs for sending reminder letters. These will be **£25.00** for each reminder.
- B) Pay our reasonable costs for any cheque that does not clear or any unpaid direct debit or debit or credit card or standing-order payment. These will be **£25.00** each time this happens.

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## Some more definitions

**The inventory:** This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be attached to this agreement and kept with it.

**Fixtures and fittings;** All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

**Shared areas:** Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

**Fair wear and tear:** This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

## Important note

### When you are responsible for the actions of others

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

## Terms and conditions

Note that individual terms and conditions in sections 1 to 10 may be replaced or modified by the additional clauses (if any) set out in section 11 below.

### 1. Payments, utilities and costs

**1.1** You must pay the rent at the times and in the manner set out above.

**1.2** You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.

**1.3** If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.

**1.4** You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a days rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.

**1.5** You must pay interest at the rate of 1% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.

**1.6** During the term you must pay [council tax, the water sewerage and environmental charges for the Property, and pay] for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed.

**1.7** If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.

**1.8** You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).

**1.9** You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.

**1.10** If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them recover any outstanding invoices due to them

## **2. The deposit (Note, if no deposit has been paid, this section will not apply.)**

**2.1** When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 14 days.

**2.2** We will follow the rules of the Tenancy Deposit Scheme at all times.

**2.3** You will get the deposit back when your tenancy ends and you move out of the property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and bills for the property. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.

**2.4** You will not be entitled to any interest payable on the deposit money, if this money is held by us.

## **3. The condition of the Property and disrepair**

### **Our responsibilities:**

**3.1** We will make sure that the Property is in good condition at the time it is let to you, without any 'category 1 hazards'. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.

**3.2** Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.

**3.3** In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:

**3.3.1** The structure and exterior of the Property (including drains, gutters and external pipes)

**3.3.2** The installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us

**3.3.3** The installations for space heating and heating water.

**3.4** We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted

**3.5** However, we will not be responsible for:

**3.5.1** Carrying out work that you are responsible for under your duty to use the Property in a 'tenant-like manner';

**3.5.2** Rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or

**3.5.3** Repairing or maintaining anything which belongs to you

**3.6** If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

### **Your responsibilities**

**3.7** You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).

**3.8** You must keep the inside of the Property, and our fixtures and fittings, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.

**3.9** You must keep any shared areas clean and fit for use by you and anyone else living in or using them.

**3.10** You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.

**3.11** You will be responsible for the repair of any damage to the Property, or the shared areas, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage.

**3.12** You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.

**3.13** You must keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

#### **4. Health and safety**

(See also the section above on the condition of the Property and disrepair for our responsibilities)

**4.1** You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).

**4.2** You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.

**4.3** You must not smoke [inside the Property or] in any shared areas.

**4.4** You must test all smoke alarms installed in the Property at least once a month, and replace the batteries regularly.

**4.5** You must keep the Property free from vermin.

**4.6** You must keep all shared areas free from obstruction.

#### **5. Using the Property**

##### **Our responsibilities:**

**5.1** We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement.

(Note - this type of clause is often called 'the covenant of quiet enjoyment').

##### **Your responsibilities:**

**5.2** You must not allow anyone who is not named in this agreement (apart from, where appropriate, your husband, wife or civil partner and any children of the family aged under 18) to live in or share possession or occupation of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three weeks, without our written permission (which we will not refuse or delay without good reason).

**5.3** You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.

**5.4** You must not do anything on or at the Property that:

**5.4.1** Causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises

**5.4.2** is illegal or immoral

**5.4.3** Allows strangers unsupervised access to any shared areas which are not open to the general public

You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.

**5.5** You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.

**5.6** You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

## **6. Insurance**

### **Our responsibilities**

**6.1** We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible.

**6.2** We will give you a copy of our insurance policy, or an extract of the relevant parts

### **Your responsibilities**

**6.3** You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to re-pay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.

**6.4** You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.

## **7. Landlords inspections and keys**

**7.1** You must allow us, or our agent (if any) or anyone with our permission in writing, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or show the Property to interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).

**7.2** We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.

**7.3** We are entitled to keep keys for all the doors to the Property, but we are not entitled to use them to enter the Property without your permission (unless it is an emergency).

**7.4** If you do not return all the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted and keys cut.

## **8. Notices, post and documents**

**8.1** This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987, that you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.

**8.2** You must tell us promptly about any notice or order received by you that affects the Property.

**8.3** You must forward to us promptly all post received at the property which is addressed to us. If you receive any other post which is not addressed you, please let us know.

**8.4** Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy if they are either left at the Property or sent to you at the Property by recorded delivery. Notices will be treated as being served the day after they are left at the Property or posted to you.

## **9. Ending or transferring this agreement**

**9.1** You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.

**9.2** You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (**the new tenant**), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:

**9.2.1** You have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy

**9.2.2** You have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and

**9.2.3** The new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term

However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.

**9.3** If you stay on after the end of your fixed term, your tenancy will be converted into a weekly tenancy which will run from week to week, starting on the day after your fixed term ended (this is called a periodic tenancy). You can end this periodic tenancy at any time by giving us not less than 28 days notice in writing, starting on the next payment date.

**9.4** If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.

Note: if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

**9.5** If the Property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

## **10. Leaving the Property**

**10.1** During the last month of the fixed term (and not later than fourteen days before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term. This is to allow us time to make all necessary arrangements for receiving the property back such as arranging for a check out meeting and finding a replacement tenant. You will be responsible for refunding to us any additional expenses which we may incur as a result of your breach of this clause. This clause does not affect your legal rights.

**10.2** Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgements registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.

**10.3** You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.

**10.4** You must give us a forwarding address and telephone number before you leave the Property.

**10.5** You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 11.00 am (or the time given with the fixed term information at the start of this agreement, if this is different) on the last day of the tenancy. If you wish to vacate later than the stated time, you should get our permission in writing, which we will not refuse without good reason.

**10.6** If you leave any personal items in the Property (the items) at the end of your tenancy, the following will apply:

**10.6.1** We will send you a notice in writing asking you to remove them.

**10.6.2** This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.

**10.6.3** If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.

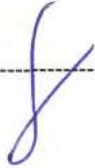
**10.6.4** You will be responsible for paying our reasonable costs for removing, storing and disposing of the items. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

11. Additional clauses

N/A

Signed as a Deed:

Our signature (landlord):



Your signature (tenant):



\*Signed in the presence of:

FRANK LUCIFIA

\*Signed in the presence of:

\*Name and address of witness:

30 DRIAR WALK  
ELM HURST LONDON  
W10 4QY



\*Name and address of witness:



# Assured Shorthold Tenancy

For use with one or more tenants occupying the whole of a flat or house, rent paid weekly.

**Dated:** 10<sup>th</sup> of July 2014

**Property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

**Tenant:** Mr Marcial Gaco

This agreement is intended to create an assured shorthold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord.

It should be signed at the end by us both to confirm that we agree with it.

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## **This is an important legal document and you should keep it safe.**

If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

### **Landlord's contact details**

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent:

**Landlords name:** Denton Properties Limited

**Agent (if any):** Millwood Kane Limited

**Postal address:** 30 Preston Hill, Harrow, Middlesex, HA3 9SD

**Telephone number:** 0203 086 9282 **Mobile:** 07977 553 214

**Email:** [Emalex@millwoodkane.com](mailto:Emalex@millwoodkane.com)

### **Main details and definitions**

**The property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

### **Extra notes:**

Referred to as the Property in this agreement. This includes any garden but does not include any shared areas.

**The landlord:** Denton Properties Limited

Referred to as we or us in this agreement (even if there is only one landlord).

Note: if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

**Tenant: Mr Marcial Gaco**

Referred to as you or your in this agreement. Where there is more than one tenant, this refers to all of you collectively.

**Note for joint tenants:** where there is more than one tenant, you will all have what is called joint and several liabilities. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to the tenant or to you this means all of you collectively.

Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

**The fixed term: Six Months**

**Starting on: 10<sup>th</sup> of July 2014**

**Ending on: 9<sup>th</sup> of January 2015** (tenant to vacate by 11.00 am)

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from week to week, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- You give notice that you want to end the agreement (see section 9 below); or
- We serve a notice on you under section 21 of the Housing Act 1988; or
- We enter into a new written agreement with you; or
- This agreement is ended by consent or a court order

**The rent: £255.50 per week in advance.**

**The payment date: Every Monday**

The first payment should be made by you at or before the time you sign this agreement. All subsequent payments must be paid every four weeks in advance on the payment date. Payment should be by standing order into our bank account, details of which have been provided to you. All payments (including any payments made by cheque or internet transfer) must reach our bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

**Our Bank details are:**

**Name of Bank: NatWest**

**Bank Account Number: 67672868**

**Sort Code: 60-08-46**

**Account Name: Millwood Kane Limited**

**The deposit:** N/A

This is sometimes also known as a tenancy deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy. We will register the deposit with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 30 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

### **Other charges**

You will also be required to pay the following charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below:

### **Some more definitions**

#### **The inventory**

This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be attached to this agreement and kept with it.

#### **Fixtures and fittings**

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

#### **Shared areas**

Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

#### **Fair wear and tear**

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

### **Important note**

#### **When you are responsible for the actions of others**

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

### **Terms and conditions**

Note that individual terms and conditions in sections 1 to 10 may be replaced or modified by the additional clauses (if any) set out in section 11 below.

#### **1. Payments, utilities and costs**

- 1.1 You must pay the rent at the times and in the manner set out above in full and without deduction or set off (save any that may be permissible in law).
- 1.2 You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.
- 1.3 If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.

- 1.4 You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a day's rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.
- 1.5 You must pay interest at the rate of 5% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.
- 1.6 During the term you must pay council tax, the water sewerage and environmental charges for the Property, and pay for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed, except where clause 11 applies.
- 1.7 If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.
- 1.8 You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).
- 1.9 You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.
- 1.10 If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them recover any outstanding invoices due to them

## **2. The deposit**

(Note, if no deposit has been paid, this section will not apply.)

- 2.1 When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 30 days.
- 2.2 We will follow the rules of the Tenancy Deposit Scheme at all times.
- 2.3 You will get the deposit back when your tenancy ends and you move out of the property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and bills for the property. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.
- 2.4 You will not be entitled to any interest payable on the deposit money, if this money is held by us.

## **3. The condition of the Property and disrepair**

### **Our responsibilities:**

- 3.1 We will make sure that the Property is in good condition at the time it is let to you, without any category 1 hazards. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.
- 3.2 Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.

- 3.3 In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:
- 3.3.1 The structure and exterior of the Property (including drains, gutters and external pipes)
  - 3.3.2 The installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us
  - 3.3.3 The installations for space heating and heating water.
  - 3.4 We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted
  - 3.5 However, we will not be responsible for:
    - 3.5.1 Carrying out work that you are responsible for under your duty to use the Property in a tenant-like manner;
    - 3.5.2 Rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or
    - 3.5.3 Repairing or maintaining anything which belongs to you
  - 3.6 If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

#### **Your responsibilities**

- 3.7 You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).
- 3.8 You must keep the inside of the Property, and our fixtures and fittings, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.
- 3.9 You must keep any shared areas clean and fit for use by you and anyone else living in or using them.
- 3.10 You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.
- 3.11 You will be responsible for the repair of any damage to the Property, or the shared areas, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage. If for any reason it is not reasonably possible to repair an item then you will be responsible for the reasonable cost of its replacement.
- 3.12 You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.
- 3.13 You must keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

#### **4. Health and safety**

(See also the section above on the condition of the Property and disrepair for our responsibilities)

- 4.1 You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).
- 4.2 You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.
- 4.3 You must not smoke [inside the Property or] in any shared areas.

- 4.4 You must test all smoke alarms installed in the Property at least once a month, and replace the batteries regularly.
- 4.5 You must keep the Property free from vermin.
- 4.6 You must keep all shared areas free from obstruction.

## **5. Using the Property**

### **Our responsibilities:**

- 5.1 We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement.  
(Note - this type of clause is often called the covenant of quiet enjoyment).

### **Your responsibilities:**

- 5.2 You must not allow anyone who is not named in this agreement (apart from, where appropriate, your husband, wife or civil partner and any children of the family aged under 18) to live in or share possession or occupation of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three weeks, without our written permission (which we will not refuse or delay without good reason).
- 5.3 You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.
- 5.4 You must not do anything on or at the Property that:
  - 5.4.1 Causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises
  - 5.4.2 Is illegal or immoral
  - 5.4.3 Allows strangers unsupervised access to any shared areas which are not open to the general public
- 5.4.4 You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.
- 5.5 You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.
- 5.6 You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

## **6. Insurance**

### **Our responsibilities**

- 6.1 We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible. We will give you a copy of our insurance policy, or an extract of the relevant parts

### **Your responsibilities**

- 6.2 You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay.

If you do not follow this clause you will have to re-pay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.

- 6.3 You should insure your own belongings. You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.

## **7. Landlords inspections and keys**

- 7.1 You must allow us, or our agent (if any) or anyone with our permission in writing, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or show the Property to interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).
- 7.2 We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.
- 7.3 We are entitled to keep keys for all the doors to the Property, but we are not entitled to use them to enter the property without your permission (unless it is an emergency).
- 7.4 If you do not return all the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted and keys cut.

## **8. Notices, post and documents**

- 8.1 This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987 that you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.
- 8.2 You must tell us promptly about any notice or order received by you that affects the Property.
- 8.3 You must forward to us promptly all post received at the property which is addressed to us. If you receive any other post which is not addressed you, please let us know.
- 8.4 Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy by being personally served on you, or by being either left at the Property or sent to you at the Property by recorded delivery.

Notices served personally on you will be deemed served at the time of service, if they are left at the property on a business day before 4.30 pm they will be deemed served on that day, otherwise they will be deemed served on the next business day. Notices served by recorded delivery will be deemed served on the second day after posting.

- 8.5 If you have signed to confirm that you consent to service upon you by email at your email address then if any notice or document is sent before 4.30 pm on a business day it will be deemed served on that day. Otherwise it will be deemed served on the next business day after that day.

## **9. Ending or transferring this agreement**

- 9.1 You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.
- 9.2 You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (the new tenant), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:
  - 9.2.1 You have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy
  - 9.2.2 You have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and
  - 9.2.3 The new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term. However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.
- 9.3 At expiry of the fixed term or earlier determination of the tenancy, the tenant will yield up the property to the landlord with vacant possession.

- 9.4 If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.
- Note:** if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.
- 9.5 If the Property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

## 10. Leaving the Property

- 10.1 During the last month of the fixed term (and not later than fourteen days before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term. This is to allow us time to make all necessary arrangements for receiving the property back such as arranging for a check out meeting and finding a replacement tenant. You will be responsible for refunding to us any additional expenses which we may incur as a result of your breach of this clause. This clause does not affect your legal rights.
- 10.2 Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgments registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.
- 10.3 You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.
- 10.4 You must give us a forwarding address and telephone number before you leave the Property.
- 10.5 You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 11.00 am (or the time given with the fixed term information at the start of this agreement, if this is different) on the last day of the tenancy. If you wish to vacate later than the stated time, you should get our permission in writing, which we will not refuse without good reason.
- 10.6 If you leave any personal items in the Property (the items) at the end of your tenancy, the following will apply:
- 10.6.1 We will send you a notice in writing asking you to remove them.
- 10.6.2 This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.
- 10.6.3 If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.
- 10.6.4 You will be responsible for paying our reasonable costs for removing, storing and disposing of the items. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

## 11. Additional clauses:

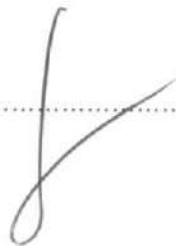
**Certain day to day expenses will be paid by us and includes: N/A**



Schedule A

Signed as a Deed:

Our signature

.....  


Your signature (tenant):



\*Signed in the presence of:

.....  


\*Signed in the presence of:



\*Name and address of witness:


.....  
ASTON LUCUTA  
.....  
30 PRESTON HILL  
.....  
HARROW HA3 9SD

\*Name and address of witness:

PIETRU LUCUTA  
30 PRESTON HILL  
HARROW HA3 9SD

If you agree to our serving notices and other legal documents upon you electronically at this email address please sign below:

E-mail address: MARCIAL@GMAIL.COM

Signed: 

If you change your email address, you must let us know your new email address seven days before the change takes effect.

**HOUSING ACT 1988**

**Section 21 (1) (B)**

**NOTICE REQUIRING POSSESSION OF A DWELLING-HOUSE**

**LET UNDER AN**

**ASSURED SHORTHOLD TENANCY - (for use during, on or before the end of a tenancy)**

**To: Mr Marcial Gaco** Tenant.(s)  
**Of: Flat 6, 9 Langtry Road, London, NW8 0AJ**  
**We, Denton Properties Limited** Landlord.(s)  
**Of 30 Preston Hill, Harrow, Middlesex, HA3 9SD**

Give you notice that I require possession of the dwelling-house known as:

**Flat 6, 9 Langtry Road, London, NW8 0AJ**

AFTER the expiry of this notice.

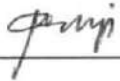
This notice expires, after the first date which is , at least two months after service upon you of this notice, and

• (if your tenancy is for a fixed period which has not ended when this notice is served on you) which is a date not earlier than the end of the fixed period, or

• (if your tenancy is a periodic tenancy) which is the last date of a period of your tenancy but not earlier than the earliest date on which your tenancy could (apart from the landlord's inability, under s 5(1) of the Housing Act 1988, to terminate an assured tenancy by notice to quit) lawfully be ended by a notice to quit given to you on the same date as this notice.


Signed by the above tenant(s)

**Date: 11<sup>th</sup> of July 2014**

  
\_\_\_\_\_

Signed by the above landlord(s)

**Date: 11<sup>th</sup> of July 2014**

  
\_\_\_\_\_

Mr Marcial Gaco

Flat 6,  
9 Langtry Road,  
London, NW8  
0AJ

10<sup>th</sup> of July 2014

Camden  
Benefits Service  
London Borough of Camden  
Town Hall  
Argyle Street  
London  
WC1H 8NJ

Dear Sir / Madam

**RE: My Local Housing Allowance claim at:**

Flat 6, 9 Langtry Road, London, NW8 0AJ

I hereby authorise and request you to provide my landlords:

Mr Nish Bhatt and Mrs Alka Bhatt of Millwood Kane Limited

Any information she/he may request regarding my application for Housing Benefit/Local Housing allowance, and any other information she/he may request regarding my entitlement and payment of Housing Benefit /Local Housing Allowance.

I also authorise you to provide details of previous applications for Housing Benefit/ Local Housing Allowance if this are going to affect the rent paid to my current landlord.

This are going to affect the rent paid to my current landlord.

Yours Faithfully



Mr Marcial Gaco

# Assured Shorthold Tenancy

For use with one or more tenants occupying the whole of a flat or house, rent paid weekly.

**Dated:** 10<sup>th</sup> January 2015

**Property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

**Tenant:** Mr Marcial Gaco

This agreement is intended to create an assured shorthold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord.

It should be signed at the end by us both to confirm that we agree with it.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

## **This is an important legal document and you should keep it safe.**

If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

### **Landlord's contact details**

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent.

**Landlords name:** Denton Properties Limited C/O Millwood Kane Limited

**Agent (if any):** Millwood Kane Limited

**Postal address:** 30 Preston Hill, Harrow, Middlesex, HA3 9SD

**Telephone number:** 07977 553 214 or 0203 086 9282

**Email:** alex@millwoodkane.com

### **Main details and definitions**

**The property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

### **Extra notes:**

Referred to as the Property in this agreement. This includes any garden but does not include any shared areas.

**The landlord:** Denton Properties Limited C/O Millwood Kane Limited

Referred to as we or us in this agreement (even if there is only one landlord).

Note: if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

**Tenant: Mr Marcial Gaco**

Referred to as you or your in this agreement. Where there is more than one tenant, this refers to all of you collectively.

**Note for joint tenants:** where there is more than one tenant, you will all have what is called joint and several liabilities. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to the tenant or to you this means all of you collectively.

Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

**The fixed term: Twelve Months**

**Starting on: 10<sup>th</sup> January 2015**

**Ending on: 9<sup>th</sup> January 2016**

(tenant to vacate by 11.00 am)

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from week to week, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- You give notice that you want to end the agreement (see section 9 below); or
- We serve a notice on you under section 21 of the Housing Act 1988; or
- We enter into a new written agreement with you; or
- This agreement is ended by consent or a court order

**The rent: £258.00 per WEEK in advance.**

**The payment date: Every Monday**

The first payment should be made by you at or before the time you sign this agreement. All subsequent payments must be paid every four weeks in advance on the payment date. Payment should be by standing order into our bank account, details of which have been provided to you. All payments (including any payments made by cheque or internet transfer) must reach our bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

**Our Bank details are:**

**Name of Bank: NatWest**

**Bank Account Number: 67672868**

**Sort Code: 60-08-46**

**Account Name: Millwood Kane Limited**

**The deposit: N/A**

This is sometimes also known as a tenancy deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy. We will register the deposit with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 30 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

**Other charges**

You will also be required to pay the following charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below:

**Some more definitions****The inventory**

This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be attached to this agreement and kept with it.

**Fixtures and fittings**

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

**Shared areas**

Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

**Fair wear and tear**

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

**Important note****When you are responsible for the actions of others**

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

**Terms and conditions**

Note that individual terms and conditions in sections 1 to 10 may be replaced or modified by the additional clauses (if any) set out in section 11 below.

**1. Payments, utilities and costs**

- 1.1 You must pay the rent at the times and in the manner set out above in full and without deduction or set off (save any that may be permissible in law).
- 1.2 You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.
- 1.3 If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.

- 1.4 You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a day's rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.
- 1.5 You must pay interest at the rate of 5% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.
- 1.6 During the term you must pay council tax, the water sewerage and environmental charges for the Property, and pay for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed, except where clause 11 applies.
- 1.7 If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.
- 1.8 You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).
- 1.9 You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.
- 1.10 If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them recover any outstanding invoices due to them

## **2. The deposit**

(Note, if no deposit has been paid, this section will not apply.)

- 2.1 When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 30 days.
- 2.2 We will follow the rules of the Tenancy Deposit Scheme at all times.
- 2.3 You will get the deposit back when your tenancy ends and you move out of the property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and bills for the property. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.
- 2.4 You will not be entitled to any interest payable on the deposit money, if this money is held by us.

## **3. The condition of the Property and disrepair**

### **Our responsibilities:**

- 3.1 We will make sure that the Property is in good condition at the time it is let to you, without any category 1 hazards. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.
- 3.2 Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.
- 3.3 In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:
  - 3.3.1 The structure and exterior of the Property (including drains, gutters and external pipes)

- 3.3.2 The installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us
- 3.3.3 The installations for space heating and heating water.
- 3.4 We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted
- 3.5 However, we will not be responsible for:
  - 3.5.1 Carrying out work that you are responsible for under your duty to use the Property in a tenant-like manner;
  - 3.5.2 Rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or
  - 3.5.3 Repairing or maintaining anything which belongs to you
- 3.6 If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

### **Your responsibilities**

- 3.7 You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).
- 3.8 You must keep the inside of the Property, and our fixtures and fittings, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.
- 3.9 You must keep any shared areas clean and fit for use by you and anyone else living in or using them.
- 3.10 You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.
- 3.11 You will be responsible for the repair of any damage to the Property, or the shared areas, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage. If for any reason it is not reasonably possible to repair an item then you will be responsible for the reasonable cost of its replacement.
- 3.12 You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.
- 3.13 You must keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

### **4. Health and safety**

(See also the section above on the condition of the Property and disrepair for our responsibilities)

- 4.1 You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).
- 4.2 You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.
- 4.3 You must not smoke [inside the Property or] in any shared areas.
- 4.4 You must test all smoke alarms installed in the Property at least once a month, and replace the batteries regularly.
- 4.5 You must keep the Property free from vermin.
- 4.6 You must keep all shared areas free from obstruction.



## **5. Using the Property**

### **Our responsibilities:**

- 5.1 We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement.  
(Note - this type of clause is often called the covenant of quiet enjoyment).

### **Your responsibilities:**

- 5.2 You must not allow anyone who is not named in this agreement (apart from, where appropriate, your husband, wife or civil partner and any children of the family aged under 18) to live in or share possession or occupation of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three weeks, without our written permission (which we will not refuse or delay without good reason).
- 5.3 You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.
- 5.4 You must not do anything on or at the Property that:
- 5.4.1 Causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises
- 5.4.2 Is illegal or immoral
- 5.4.3 Allows strangers unsupervised access to any shared areas which are not open to the general public
- 5.4.4 You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.
- 5.5 You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.
- 5.6 You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

## **6. Insurance**

### **Our responsibilities**

- 6.1 We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible. We will give you a copy of our insurance policy, or an extract of the relevant parts

### **Your responsibilities**

- 6.2 You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay.

If you do not follow this clause you will have to re-pay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.

- 6.3 You should insure your own belongings. You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.

## **7. Landlords inspections and keys**

- 7.1 You must allow us, or our agent (if any) or anyone with our permission in writing, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or show the Property to interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).
- 7.2 We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.
- 7.3 We are entitled to keep keys for all the doors to the Property, but we are not entitled to use them to enter the property without your permission (unless it is an emergency).

- 7.4 If you do not return all the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted and keys cut.

## 8. Notices, post and documents

- 8.1 This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987 that you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.
- 8.2 You must tell us promptly about any notice or order received by you that affects the Property.
- 8.3 You must forward to us promptly all post received at the property which is addressed to us. If you receive any other post which is not addressed you, please let us know.
- 8.4 Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy by being personally served on you, or by being either left at the Property or sent to you at the Property by recorded delivery.

Notices served personally on you will be deemed served at the time of service, if they are left at the property on a business day before 4.30 pm they will be deemed served on that day, otherwise they will be deemed served on the next business day. Notices served by recorded delivery will be deemed served on the second day after posting.

- 8.5 If you have signed to confirm that you consent to service upon you by email at your email address then if any notice or document is sent before 4.30 pm on a business day it will be deemed served on that day. Otherwise it will be deemed served on the next business day after that day.

## 9. Ending or transferring this agreement

- 9.1 You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.
- 9.2 You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (the new tenant), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:

- 9.2.1 You have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy
- 9.2.2 You have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and
- 9.2.3 The new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term. However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.

- 9.3 At expiry of the fixed term or earlier determination of the tenancy, the tenant will yield up the property to the landlord with vacant possession.
- 9.4 If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.

**Note:** if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

- 9.5 If the Property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

## 10. Leaving the Property

- 10.1 During the last month of the fixed term (and not later than fourteen days before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term. This is to allow us time to make all necessary arrangements for receiving the property back such as arranging for a check out meeting and finding a replacement tenant. You will be responsible for refunding to us any additional expenses which we may incur as a result of your breach of this clause. This clause does not affect your legal rights.
- 10.2 Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgments registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.
- 10.3 You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.
- 10.4 You must give us a forwarding address and telephone number before you leave the Property.
- 10.5 You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 11.00 am (or the time given with the fixed term information at the start of this agreement, if this is different) on the last day of the tenancy. If you wish to vacate later than the stated time, you should get our permission in writing, which we will not refuse without good reason.
- 10.6 If you leave any personal items in the Property (the items) at the end of your tenancy, the following will apply:
  - 10.6.1 We will send you a notice in writing asking you to remove them.
  - 10.6.2 This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.
  - 10.6.3 If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.
  - 10.6.4 You will be responsible for paying our reasonable costs for removing, storing and disposing of the items. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

**11. Additional clauses:**

**Certain day to day expenses will be paid as follows:**

<b>Electricity:</b>	<b>Paid by tenant</b>	<b>Water:</b>	<b>Paid by tenant</b>
<b>Gas:</b>	<b>Paid by tenant</b>	<b>Council tax:</b>	<b>Paid by tenant</b>

Schedule A

Signed as a Deed:

Our signature (landlord):

Your signature (tenant):

.....  
*[Handwritten signature]*

.....  
*[Handwritten signature]*

\*Signed in the presence of:

\*Signed in the presence of:

.....  
*[Handwritten signature]*

.....  
*[Handwritten signature]*

\*Name and address of witness:

\*Name and address of witness:

.....  
PETRU LUCUTIA  
30 PRISTON HILL  
HARROW HA3 9SD  
.....

.....  
PETRU LUCUTIA  
30 PRISTON HILL  
HARROW HA3 9SD  
.....

If you agree to our serving notices and other legal documents upon you electronically at this email address please sign below:

E-mail address  
(ONLY UPPER CASE LETTERS) : .....

Mobile Number\_01: 07951518564 .....

Mobile Number\_02: .....

If you change your email address, telephone number you must let us know seven days before the change takes effect.

**HOUSING ACT 1988**

**Section 21 (1) (B)**

**NOTICE REQUIRING POSSESSION OF A DWELLING-HOUSE**

**LET UNDER AN**

**ASSURED SHORTHOLD TENANCY - (for use during, on or before the end of a tenancy)**

**To: Mr Marcial Gaco** Tenant(s)  
**Of: Flat 6, 9 Langtry Road, London, NW8 0AJ**  
**We, Denton Properties Limited C/O Millwood Kane Limited** Landlord.(s)  
**Of 30 Preston Hill, Harrow, Middlesex, HA3 9SD**

Give you notice that I require possession of the dwelling-house known as:

**Flat 6, 9 Langtry Road, London, NW8 0AJ**

AFTER the expiry of this notice.

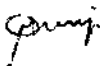
This notice expires, after the first date which is , at least two months after service upon you of this notice, and

• (if your tenancy is for a fixed period which has not ended when this notice is served on you) which is a date not earlier than the end of the fixed period, or

• (if your tenancy is a periodic tenancy) which is the last date of a period of your tenancy but not earlier than the earliest date on which your tenancy could (apart from the landlord's inability, under s 5(1) of the Housing Act 1988, to terminate an assured tenancy by notice to quit) lawfully be ended by a notice to quit given to you on the same date as this notice.

Signed by the above tenant(s)

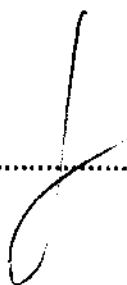
**Date: 11<sup>th</sup> January 2015**



.....

Signed by the above landlord(s)

**Date: 11<sup>th</sup> January 2015**



.....

**Mr Marcial Gaco**

**Flat 6,  
9 Langtry Road,  
London, NW8  
0AJ**

**10<sup>th</sup> January 2015**

**Camden  
Benefits Service  
London Borough of Camden  
Town Hall  
Argyle Street  
London  
WC1H 8NJ**

**Dear Sir / Madam**

**RE: My Local Housing Allowance claim at:  
Flat 6, 9 Langtry Road, London, NW8 0AJ**

**I hereby authorise and request you to provide my landlords:**

**Mr Nish Bhatt and Mrs Alka Bhatt of Millwood Kane Limited**

**Any information she/he may request regarding my application for Housing Benefit/Local Housing allowance, and any other information she/he may request regarding my entitlement and payment of Housing Benefit /Local Housing Allowance.**

**I also authorise you to provide details of previous applications for Housing Benefit / Local Housing Allowance if this is going to affect the rent paid to my current landlord.**

**Yours Faithfully**



**Mr Marcial Gaco**

## Assured Shorthold Tenancy

For use with one or more tenants occupying the whole of a flat or house, rent paid weekly.

**Dated:** 06/06/2016

**Property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

**Tenant:** Mr Marcial Gaco

**Tenancy reference number:** TE1076

This agreement is intended to create an assured short hold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord.

It should be signed at the end by us both to confirm that we agree with it.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

**This is an important legal document and you should keep it safe.**

If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

### Landlord's contact details

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent:

**Landlords name:** First Light Properties Limited  
**Agent (if any):** Millwood Kane Limited  
**Postal address:** 30 Preston Hill, Harrow, HA3 9SD  
**Telephone number:** 07977 553 214 or 0203 086 9282  
**Email:** info@millwoodkane.com

### Main details and definitions

**The property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

### Extra notes:

Referred to as the Property in this agreement. This includes any garden but does not include any shared areas.

**The landlord:** First Light Properties Limited

Referred to as we or us in this agreement (even if there is only one landlord).

Note: if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

**Tenant:** Mr Marcial Gaco

Referred to as you or your in this agreement. Where there is more than one tenant, this refers to all of you collectively. Note for joint tenants: where there is more than one tenant, you will all have what is called joint and several liabilities. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to the tenant or to you this means all of you collectively.

Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

**The fixed term: Twelve months**

**Starting on: 30/05/2016**

**Ending on: 29/05/2017**  
(tenant to vacate by 11.00 am)

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from week to week, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- You give notice that you want to end the agreement (see section 9 below); or
- We serve a notice on you under section 21 of the Housing Act 1988; or
- We enter into a new written agreement with you; or
- This agreement is ended by consent or a court order

**The rent: £261.00 per WEEK in advance.**

**The payment date: Every Monday**

The first payment should be made by you at or before the time you sign this agreement. All subsequent payments must be paid every week in advance on the payment date. Payment should be by standing order into our bank account, details of which are stated below. All payments (including any payments made by cheque or internet transfer) must reach our bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

**Our Bank details are:**

**Name of Bank: NatWest**

**Bank Account Number: 67672868**

**Sort Code: 60-08-46**

**Account Name: Millwood Kane Limited**

**Please quote your tenancy reference number when paying your rent: TE1076**

**The deposit: N/A**

This is sometimes also known as a tenancy deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy. We will register the deposit with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 30 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

#### **Other charges**

You will also be required to pay the following charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below:



## **Some more definitions**

### **The inventory**

This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be attached to this agreement and kept with it.

### **Fixtures and fittings**

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

### **Shared areas**

Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

### **Fair wear and tear**

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

### **Important note**

#### **When you are responsible for the actions of others**

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

### **Terms and conditions**

Note that individual terms and conditions in sections 1 to 10 may be replaced or modified by the additional clauses (if any) set out in section 11 below.

#### **1. Payments, utilities and costs**

- 1.1 You must pay the rent at the times and in the manner set out above in full and without deduction or set off (save any that may be permissible in law).
- 1.2 You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.
- 1.3 If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.
- 1.4 You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a day's rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.
- 1.5 You must pay interest at the rate of 5% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.
- 1.6 During the term you must pay [council tax, the water sewerage and environmental charges for the Property, and pay] for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed, except where clause 11 applies.

- 1.7 If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.
- 1.8 You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).
- 1.9 You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.
- 1.10 If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them recover any outstanding invoices due to them.

## **2. The deposit**

(Note, if no deposit has been paid, this section will not apply.)

- 2.1 When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 30 days.
- 2.2 We will follow the rules of the tenancy deposit scheme at all times.
- 2.3 You will get the deposit back when your tenancy ends and you move out of the property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and bills for the property. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.
- 2.4 You will not be entitled to any interest payable on the deposit money, if this money is held by us.

## **3. The condition of the Property and disrepair**

### **Our responsibilities:**

- 3.1 We will make sure that the Property is in good condition at the time it is let to you, without any category 1 hazards'. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.
- 3.2 Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.
- 3.3 In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:
  - 3.3.1 The structure and exterior of the Property (including drains, gutters and external pipes)
  - 3.3.2 The installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us
  - 3.3.3 The installations for space heating and heating water.
- 3.4 We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted
- 3.5 However, we will not be responsible for:
  - 3.5.1 Carrying out work that you are responsible for under your duty to use the Property in a tenant-like manner';

- 3.5.2 Rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or
- 3.5.3 Repairing or maintaining anything which belongs to you
- 3.6 If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

#### **Your responsibilities**

- 3.7 You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).
- 3.8 You must keep the inside of the Property, and our fixtures and fittings, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.
- 3.9 You must keep any shared areas clean and fit for use by you and anyone else living in or using them.
- 3.10 You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.
- 3.11 You will be responsible for the repair of any damage to the Property, or the shared areas, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage. If for any reason it is not reasonably possible to repair an item then you will be responsible for the reasonable cost of its replacement.
- 3.12 You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.
- 3.13 You must keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

#### **4. Health and safety**

(See also the section above on the condition of the Property and disrepair for our responsibilities)

- 4.1 You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).
- 4.2 You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.
- 4.3 You must not smoke [inside the Property or] in any shared areas.
- 4.4 You must test all smoke alarms installed in the Property at least once a month, and replace the batteries regularly.
- 4.5 You must keep the Property free from vermin.
- 4.6 You must keep all shared areas free from obstruction.

#### **5. Using the Property**

##### **Our responsibilities:**

- 5.1 We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement.  
(Note - this type of clause is often called the covenant of quiet enjoyment).

### **Your responsibilities:**

- 5.2 You must not allow anyone who is not named in this agreement (apart from, where appropriate, your husband, wife or civil partner and any children of the family aged under 18) to live in or share possession or occupation of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three weeks, without our written permission (which we will not refuse or delay without good reason).
- 5.3 You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.
- 5.4 You must not do anything on or at the Property that:
  - 5.4.1 Causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises
  - 5.4.2 Is illegal or immoral
  - 5.4.3 Allows strangers unsupervised access to any shared areas which are not open to the general public
  - 5.4.4 You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.
- 5.5 You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.
- 5.6 You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

## **6. Insurance**

### **Our responsibilities**

- 6.1 We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible. We will give you a copy of our insurance policy, or an extract of the relevant parts.

### **Your responsibilities**

- 6.2 You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to repay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.
- 6.3 You should insure your own belongings. You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.
- 6.4 If repairs are required you have to allow the maintenance contractors access during working hours. Failure to do so will result in you being charged for any additional costs for not providing access and for persons having to be called out, out of hours for maintenance.

## **7. Landlords inspections and keys**

- 7.1 You must allow us, or our agent (if any) or anyone with our permission in writing, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or show the Property to interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).
- 7.2 We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.
- 7.3 We are entitled to keep keys for all the doors to the Property, but we are not entitled to use them to enter the property without your permission (unless it is an emergency).

- 7.4 If you do not return all the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted and keys cut.

## 8. Notices, post and documents

- 8.1 This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987 that you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.
- 8.2 You must tell us promptly about any notice or order received by you that affects the Property.
- 8.3 You must forward to us promptly all post received at the property which is addressed to us. If you receive any other post which is not addressed you, please let us know.
- 8.4 Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy by being personally served on you, or by being either left at the Property or sent to you at the Property by recorded delivery.

Notices served personally on you will be deemed served at the time of service, if they are left at the property on a business day before 4.30 pm they will be deemed served on that day, otherwise they will be deemed served on the next business day. Notices served by recorded delivery will be deemed served on the second day after posting.

- 8.5 If you have signed to confirm that you consent to service upon you by email at your email address then if any notice or document is sent before 4.30 pm on a business day it will be deemed served on that day. Otherwise it will be deemed served on the next business day after that day.

## 9. Ending or transferring this agreement

- 9.1 You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.
- 9.2 You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (the new tenant), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:
- 9.2.1 You have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy
- 9.2.2 You have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and
- 9.2.3 The new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term. However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.
- 9.3 If you stay on after the end of your fixed term, your tenancy will be converted into a weekly tenancy which will run from week to week, starting on the day after your fixed term ended (this is called a **periodic tenancy**). You can end this periodic tenancy at any time by giving us not less than 28 days' notice in writing, starting on the next payment date.
- 9.4 If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.

Note: if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

- 9.5 If the Property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

## 10. Leaving the Property

- 10.1 During the last month of the fixed term (and not later than fourteen days before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term. This is to allow us time to make all necessary arrangements for receiving the property back such as arranging for a check out meeting and finding a replacement tenant. You will be responsible for refunding to us any additional expenses which we may incur as a result of your breach of this clause. This clause does not affect your legal rights.
- 10.2 Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgments registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.
- 10.3 You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.
- 10.4 You must give us a forwarding address and telephone number before you leave the Property.
- 10.5 You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 11.00 am (or the time given with the fixed term information at the start of this agreement, if this is different) on the last day of the tenancy. If you wish to vacate later than the stated time, you should get our permission in writing, which we will not refuse without good reason.
- 10.6 If you leave any personal items in the Property (the items) at the end of your tenancy, the following will apply:
- 10.6.1 We will send you a notice in writing asking you to remove them.
- 10.6.2 This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.
- 10.6.3 If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.
- 10.6.4 You will be responsible for paying our reasonable costs for removing, storing and disposing of the items. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

## 11. Additional clauses:

### Broadband

- 11.1.1 Please note that on occasion the broadband is provided as a gesture of good will and does not form part of your rent payment.
- 11.1.2 You must not upload or download any illegal content.
- 11.1.3 This internet connection is for personal use only and that you should not depend on this for work purposes.
- 11.1.4 Such broadband services if provided, can be withdrawn without notice.

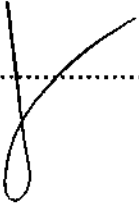
### 11.2 Certain day to day expenses are payable as follows:

<b>Electricity:</b>	<b>Paid by tenant</b>	<b>Water:</b>	<b>Paid by Landlord</b>
<b>Gas:</b>	<b>N/A</b>	<b>Council tax:</b>	<b>Paid by tenant</b>

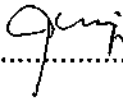
Schedule A

Signed as a Deed:

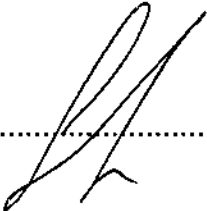
Our signature (landlord):

  
.....

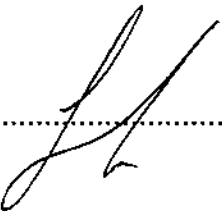
Your signature (tenant):

  
.....

\*Signed in the presence of:

  
.....

\*Signed in the presence of:

  
.....

\*Name and address of witness:

PETRU LUCIUA  
.....  
30 PRESTON HILL  
HARROW HA3 9SD  
.....

\*Name and address of witness:

PETRU LUCIUA  
.....  
30 PRESTON HILL  
HARROW HA3 9SD  
.....

Mr Marcial Gaco

Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

06/06/2016

London Borough of Camden,  
Benefits Service,  
Town Hall,  
Judd Street,  
London,  
WC1H 8NJ

Dear Sir / Madam

**RE: My Local Housing Allowance claim at:  
Flat 6, 9 Langtry Road, London, NW8 0AJ**

**I/we hereby authorise and request you to provide my landlords:**

**Mr Nish Bhatt and Mrs Malar Bhatt of Millwood Kane Limited**

Any information she/he may request regarding my application for Housing Benefit/Local Housing allowance, and any other information she/he may request regarding our entitlement and payment of Housing Benefit /Local Housing Allowance.

I/we also authorise you to provide details of previous applications for Housing Benefit / Local Housing Allowance if this is going to affect the rent paid to my current landlord.

Yours Faithfully

  
Mr Marcial Gaco



**Mr Marcial Gaco**

**Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ**

**06/06/2016**

**London Borough of Camden,  
Benefits Service,  
Town Hall,  
Judd Street,  
London,  
WC1H 8NJ**

**Dear Sir / Madam**

**RE: Tenancy renewal  
Flat 6, 9 Langtry Road, London, NW8 0AJ**

My/our tenancy has been recently renewed and I/we are now attaching it with this letter.

Yours Faithfully

  
**Mr Marcial Gaco**



30 Preston Hill,  
Harrow,  
United Kingdom  
HA3 9SD  
Tel: 0203 086 9282  
Fax: 0203 006 8975

06/06/2016

Mr Marcial Gaco  
Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

Dear Mr Marcial Gaco  
**RE: IDENTIFICATION CHECK**

Due to a new law past recently landlords and agents now have to verify the identity of every tenant with the view to establish whether our tenants have a right to rent in the UK.

As mentioned above, this is a legal requirement and as such we urgently require your identification by way of a copy of your identity card or your passport.

Yours sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop that resembles the number '8' or a similar abstract shape.

**Secretary**  
For and on behalf of:  
**Millwoodkane Limited**

Mr Marcial Gaco

Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

06/06/2016  
Millwood Kane Limited  
30 Preston Hill,  
Harrow,  
Middlesex,  
HA3 9SD

Dear Sir / Madam

I/we agree to receive legal documents and other notices on my/our below mentioned email address(es) and telephone number(s):

Please write in **BLOCK CAPITAL LETTERS YOUR EMAIL ADDRESS:**

E-mail 1: M A R C I A L G A C O

@ G M A I L . C O M

E-mail 2:

@

Mobile 1: - -

Mobile 2: - -

If you change your email address, telephone number you must let us know seven days before the change takes effect.



30 Preston Hill,  
Harrow,  
United Kingdom  
HA3 9SD  
Tel: 0203 086 9282  
Fax: 0203 006 8975

06/06/2016

Mr Marcial Gaco  
Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

Dear Mr Marcial Gaco  
**RE: Property maintenance**

Please note that there are certain services which are not part of our repair obligations.

For example, loss of keys, damage to property, cleaning of your flat and bathroom and appliances.

Loss of keys or call out that are not attended by you where by we cannot get access will be charged at **£50.00 + VAT totaling £60.00.**

Under the circumstances we ask you to be conscious of these charges.

Yours sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop that crosses itself, resembling a cursive 'S' or a similar symbol.

**Secretary**  
For and on behalf of:  
**Millwoodkane Limited**

**Mr Marcial Gaco**

**Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ**

06/06/2016

**Millwood Kane Limited  
30 Preston Hill,  
Harrow,  
Middlesex,  
HA3 9SD**

Dear Sir / Madam

**RE: Receipt of documents**

**I/we hereby declare the receipt of the following documents by e-mail:**

1. How to Rent, the checklist for renting in England
2. The valid Energy Performance Certificate
3. Please note that this property is all electric and therefore gas safety certificates are not available.

**I/we further declare that the smoke and carbon monoxide alarms have been tested in my/our presence and are in good working order.**

Yours Faithfully



**Mr Marcial Gaco**

## Assured Shorthold Tenancy

For use with one or more tenants occupying the whole of a flat or house, rent paid weekly.

**Dated:** 06/06/2016

**Property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

**Tenant:** Mr Marcial Gaco

**Tenancy reference number:** TE1076

This agreement is intended to create an assured short hold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord.

It should be signed at the end by us both to confirm that we agree with it.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

**This is an important legal document and you should keep it safe.**

If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

### Landlord's contact details

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent:

**Landlords name:** First Light Properties Limited  
**Agent (if any):** Millwood Kane Limited  
**Postal address:** 30 Preston Hill, Harrow, HA3 9SD  
**Telephone number:** 07977 553 214 or 0203 086 9282  
**Email:** info@millwoodkane.com

### Main details and definitions

**The property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

### Extra notes:

Referred to as the Property in this agreement. This includes any garden but does not include any shared areas.

**The landlord:** First Light Properties Limited

Referred to as we or us in this agreement (even if there is only one landlord).

Note: if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

**Tenant:** Mr Marcial Gaco

Referred to as you or your in this agreement. Where there is more than one tenant, this refers to all of you collectively. Note for joint tenants: where there is more than one tenant, you will all have what is called joint and several liabilities. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to the tenant or to you this means all of you collectively.

Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

**The fixed term: Twelve months**

**Starting on: 30/05/2016**

**Ending on: 29/05/2017**  
(tenant to vacate by 11.00 am)

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from week to week, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- You give notice that you want to end the agreement (see section 9 below); or
- We serve a notice on you under section 21 of the Housing Act 1988; or
- We enter into a new written agreement with you; or
- This agreement is ended by consent or a court order

**The rent: £261.00 per WEEK in advance.**

**The payment date: Every Monday**

The first payment should be made by you at or before the time you sign this agreement. All subsequent payments must be paid every week in advance on the payment date. Payment should be by standing order into our bank account, details of which are stated below. All payments (including any payments made by cheque or internet transfer) must reach our bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

**Our Bank details are:**

**Name of Bank: NatWest**

**Bank Account Number: 67672868**

**Sort Code: 60-08-46**

**Account Name: Millwood Kane Limited**

**Please quote your tenancy reference number when paying your rent: TE1076**

**The deposit: N/A**

This is sometimes also known as a tenancy deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy. We will register the deposit with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 30 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

**Other charges**

You will also be required to pay the following charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below:

## **Some more definitions**

### **The inventory**

This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be attached to this agreement and kept with it.

### **Fixtures and fittings**

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

### **Shared areas**

Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

### **Fair wear and tear**

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

### **Important note**

#### **When you are responsible for the actions of others**

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

### **Terms and conditions**

Note that individual terms and conditions in sections 1 to 10 may be replaced or modified by the additional clauses (if any) set out in section 11 below.

#### **1. Payments, utilities and costs**

- 1.1 You must pay the rent at the times and in the manner set out above in full and without deduction or set off (save any that may be permissible in law).
- 1.2 You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.
- 1.3 If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.
- 1.4 You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a day's rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.
- 1.5 You must pay interest at the rate of 5% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.
- 1.6 During the term you must pay [council tax, the water sewerage and environmental charges for the Property, and pay] for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed, except where clause 11 applies.



- 1.7 If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.
- 1.8 You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).
- 1.9 You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.
- 1.10 If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them recover any outstanding invoices due to them.

## **2. The deposit**

(Note, if no deposit has been paid, this section will not apply.)

- 2.1 When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 30 days.
- 2.2 We will follow the rules of the tenancy deposit scheme at all times.
- 2.3 You will get the deposit back when your tenancy ends and you move out of the property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and bills for the property. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.
- 2.4 You will not be entitled to any interest payable on the deposit money, if this money is held by us.

## **3. The condition of the Property and disrepair**

### **Our responsibilities:**

- 3.1 We will make sure that the Property is in good condition at the time it is let to you, without any category 1 hazards'. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.
- 3.2 Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.
- 3.3 In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:
  - 3.3.1 The structure and exterior of the Property (including drains, gutters and external pipes)
  - 3.3.2 The installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us
  - 3.3.3 The installations for space heating and heating water.
- 3.4 We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted
- 3.5 However, we will not be responsible for:
  - 3.5.1 Carrying out work that you are responsible for under your duty to use the Property in a tenant-like manner';

- 3.5.2 Rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or
- 3.5.3 Repairing or maintaining anything which belongs to you
- 3.6 If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

#### **Your responsibilities**

- 3.7 You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).
- 3.8 You must keep the inside of the Property, and our fixtures and fittings, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.
- 3.9 You must keep any shared areas clean and fit for use by you and anyone else living in or using them.
- 3.10 You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.
- 3.11 You will be responsible for the repair of any damage to the Property, or the shared areas, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage. If for any reason it is not reasonably possible to repair an item then you will be responsible for the reasonable cost of its replacement.
- 3.12 You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.
- 3.13 You must keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

#### **4. Health and safety**

(See also the section above on the condition of the Property and disrepair for our responsibilities)

- 4.1 You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).
- 4.2 You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.
- 4.3 You must not smoke [inside the Property or] in any shared areas.
- 4.4 You must test all smoke alarms installed in the Property at least once a month, and replace the batteries regularly.
- 4.5 You must keep the Property free from vermin.
- 4.6 You must keep all shared areas free from obstruction.

#### **5. Using the Property**

##### **Our responsibilities:**

- 5.1 We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement.  
(Note - this type of clause is often called the covenant of quiet enjoyment).

### **Your responsibilities:**

- 5.2 You must not allow anyone who is not named in this agreement (apart from, where appropriate, your husband, wife or civil partner and any children of the family aged under 18) to live in or share possession or occupation of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three weeks, without our written permission (which we will not refuse or delay without good reason).
- 5.3 You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.
- 5.4 You must not do anything on or at the Property that:
  - 5.4.1 Causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises
  - 5.4.2 Is illegal or immoral
  - 5.4.3 Allows strangers unsupervised access to any shared areas which are not open to the general public
  - 5.4.4 You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.
- 5.5 You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.
- 5.6 You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

## **6. Insurance**

### **Our responsibilities**

- 6.1 We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible. We will give you a copy of our insurance policy, or an extract of the relevant parts.

### **Your responsibilities**

- 6.2 You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to repay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.
- 6.3 You should insure your own belongings. You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.
- 6.4 If repairs are required you have to allow the maintenance contractors access during working hours. Failure to do so will result in you being charged for any additional costs for not providing access and for persons having to be called out, out of hours for maintenance.

## **7. Landlords inspections and keys**

- 7.1 You must allow us, or our agent (if any) or anyone with our permission in writing, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or show the Property to interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).
- 7.2 We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.
- 7.3 We are entitled to keep keys for all the doors to the Property, but we are not entitled to use them to enter the property without your permission (unless it is an emergency).

- 7.4 If you do not return all the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted and keys cut.

## 8. Notices, post and documents

- 8.1 This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987 that you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.
- 8.2 You must tell us promptly about any notice or order received by you that affects the Property.
- 8.3 You must forward to us promptly all post received at the property which is addressed to us. If you receive any other post which is not addressed you, please let us know.
- 8.4 Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy by being personally served on you, or by being either left at the Property or sent to you at the Property by recorded delivery.

Notices served personally on you will be deemed served at the time of service, if they are left at the property on a business day before 4.30 pm they will be deemed served on that day, otherwise they will be deemed served on the next business day. Notices served by recorded delivery will be deemed served on the second day after posting.

- 8.5 If you have signed to confirm that you consent to service upon you by email at your email address then if any notice or document is sent before 4.30 pm on a business day it will be deemed served on that day. Otherwise it will be deemed served on the next business day after that day.

## 9. Ending or transferring this agreement

- 9.1 You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.
- 9.2 You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (the new tenant), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:
- 9.2.1 You have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy
- 9.2.2 You have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and
- 9.2.3 The new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term. However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.
- 9.3 If you stay on after the end of your fixed term, your tenancy will be converted into a weekly tenancy which will run from week to week, starting on the day after your fixed term ended (this is called a **periodic tenancy**). You can end this periodic tenancy at any time by giving us not less than 28 days' notice in writing, starting on the next payment date.
- 9.4 If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.

Note: if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

- 9.5 If the Property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

## **10. Leaving the Property**

- 10.1 During the last month of the fixed term (and not later than fourteen days before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term. This is to allow us time to make all necessary arrangements for receiving the property back such as arranging for a check out meeting and finding a replacement tenant. You will be responsible for refunding to us any additional expenses which we may incur as a result of your breach of this clause. This clause does not affect your legal rights.
- 10.2 Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgments registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.
- 10.3 You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.
- 10.4 You must give us a forwarding address and telephone number before you leave the Property.
- 10.5 You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 11.00 am (or the time given with the fixed term information at the start of this agreement, if this is different) on the last day of the tenancy. If you wish to vacate later than the stated time, you should get our permission in writing, which we will not refuse without good reason.
- 10.6 If you leave any personal items in the Property (the items) at the end of your tenancy, the following will apply:
- 10.6.1 We will send you a notice in writing asking you to remove them.
- 10.6.2 This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.
- 10.6.3 If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.
- 10.6.4 You will be responsible for paying our reasonable costs for removing, storing and disposing of the items. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

## **11. Additional clauses:**

### **Broadband**

- 11.1.1 Please note that on occasion the broadband is provided as a gesture of good will and does not form part of your rent payment.
- 11.1.2 You must not upload or download any illegal content.
- 11.1.3 This internet connection is for personal use only and that you should not depend on this for work purposes.
- 11.1.4 Such broadband services if provided, can be withdrawn without notice.

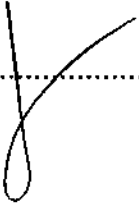
### **11.2 Certain day to day expenses are payable as follows:**

<b>Electricity:</b>	<b>Paid by tenant</b>	<b>Water:</b>	<b>Paid by Landlord</b>
<b>Gas:</b>	<b>N/A</b>	<b>Council tax:</b>	<b>Paid by tenant</b>

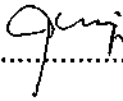
Schedule A

Signed as a Deed:

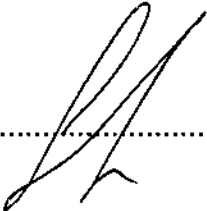
Our signature (landlord):

  
.....

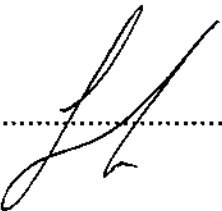
Your signature (tenant):

  
.....

\*Signed in the presence of:

  
.....

\*Signed in the presence of:

  
.....

\*Name and address of witness:

PETRU LUCIUA  
.....  
30 PRESTON HILL  
HARROW HA3 9SD  
.....

\*Name and address of witness:

PETRU LUCIUA  
.....  
30 PRESTON HILL  
HARROW HA3 9SD  
.....

Mr Marcial Gaco

Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

06/06/2016

London Borough of Camden,  
Benefits Service,  
Town Hall,  
Judd Street,  
London,  
WC1H 8NJ

Dear Sir / Madam

**RE: My Local Housing Allowance claim at:  
Flat 6, 9 Langtry Road, London, NW8 0AJ**

**I/we hereby authorise and request you to provide my landlords:**

**Mr Nish Bhatt and Mrs Malar Bhatt of Millwood Kane Limited**

Any information she/he may request regarding my application for Housing Benefit/Local Housing allowance, and any other information she/he may request regarding our entitlement and payment of Housing Benefit /Local Housing Allowance.

I/we also authorise you to provide details of previous applications for Housing Benefit / Local Housing Allowance if this is going to affect the rent paid to my current landlord.

Yours Faithfully

  
Mr Marcial Gaco

**Mr Marcial Gaco**

**Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ**

**06/06/2016**

**London Borough of Camden,  
Benefits Service,  
Town Hall,  
Judd Street,  
London,  
WC1H 8NJ**

**Dear Sir / Madam**

**RE: Tenancy renewal  
Flat 6, 9 Langtry Road, London, NW8 0AJ**

My/our tenancy has been recently renewed and I/we are now attaching it with this letter.

Yours Faithfully

  
**Mr Marcial Gaco**





30 Preston Hill,  
Harrow,  
United Kingdom  
HA3 9SD  
Tel: 0203 086 9282  
Fax: 0203 006 8975

06/06/2016

Mr Marcial Gaco  
Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

Dear Mr Marcial Gaco  
**RE: IDENTIFICATION CHECK**

Due to a new law past recently landlords and agents now have to verify the identity of every tenant with the view to establish whether our tenants have a right to rent in the UK.

As mentioned above, this is a legal requirement and as such we urgently require your identification by way of a copy of your identity card or your passport.

Yours sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop that crosses itself, resembling a cursive 'S' or a similar symbol.

**Secretary**  
For and on behalf of:  
**Millwoodkane Limited**

Mr Marcial Gaco

Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

06/06/2016  
Millwood Kane Limited  
30 Preston Hill,  
Harrow,  
Middlesex,  
HA3 9SD

Dear Sir / Madam

I/we agree to receive legal documents and other notices on my/our below mentioned email address(es) and telephone number(s):

Please write in **BLOCK CAPITAL LETTERS YOUR EMAIL ADDRESS:**

E-mail 1: M A R C I A L G A C O

@ G M A I L . C O M

E-mail 2:

@

Mobile 1: - -

Mobile 2: - -

If you change your email address, telephone number you must let us know seven days before the change takes effect.



30 Preston Hill,  
Harrow,  
United Kingdom  
HA3 9SD  
Tel: 0203 086 9282  
Fax: 0203 006 8975

06/06/2016

Mr Marcial Gaco  
Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

Dear Mr Marcial Gaco  
**RE: Property maintenance**

Please note that there are certain services which are not part of our repair obligations.

For example, loss of keys, damage to property, cleaning of your flat and bathroom and appliances.

Loss of keys or call out that are not attended by you where by we cannot get access will be charged at **£50.00 + VAT totaling £60.00.**

Under the circumstances we ask you to be conscious of these charges.

Yours sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop that crosses itself, resembling a cursive 'S' or a similar symbol.

**Secretary**  
For and on behalf of:  
**Millwoodkane Limited**

**Mr Marcial Gaco**

**Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ**

06/06/2016

**Millwood Kane Limited  
30 Preston Hill,  
Harrow,  
Middlesex,  
HA3 9SD**

Dear Sir / Madam

**RE: Receipt of documents**

**I/we hereby declare the receipt of the following documents by e-mail:**

1. How to Rent, the checklist for renting in England
2. The valid Energy Performance Certificate
3. Please note that this property is all electric and therefore gas safety certificates are not available.

**I/we further declare that the smoke and carbon monoxide alarms have been tested in my/our presence and are in good working order.**

Yours Faithfully



**Mr Marcial Gaco**

## **Assured Shorthold Tenancy**

For use with one or more tenants occupying the whole of a flat or house, rent paid weekly.

**Dated:** 10/05/2017

**Property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

**Tenant:** Marcial Gaco

**Tenancy reference number:** TE1076

This agreement is intended to create an assured short hold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord.

It should be signed at the end by us both to confirm that we agree with it.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

**This is an important legal document and you should keep it safe.**

If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

### **Landlord's contact details**

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent:

**Landlords name:** Millwood Kane Limited  
**Agent (if any):** NIL  
**Postal address:** 30 Preston Hill, Harrow, HA3 9SD  
**Telephone number:** 07977 553 214 or 0203 086 9282  
**Email:** info@millwoodkane.com

### **Main details and definitions**

**The property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

### **Extra notes:**

Referred to as the Property in this agreement. This includes any garden but does not include any shared areas.

**The landlord:** Millwood Kane Limited

Referred to as we or us in this agreement (even if there is only one landlord).

Note: if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

**Tenant:** Marcial Gaco

Referred to as you or your in this agreement. Where there is more than one tenant, this refers to all of you collectively.

Note for joint tenants: where there is more than one tenant, you will all have what is called joint and several liabilities. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to the tenant or to you this means all of you collectively.

Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

**The fixed term: Twelve months**

**Starting on: 30/05/2017**

**Ending on: 29/05/2018**  
(tenant to vacate by 11.00 am)

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from week to week, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- You give notice that you want to end the agreement (see section 9 below); or
- We serve a notice on you under section 21 of the Housing Act 1988; or
- We enter into a new written agreement with you; or
- This agreement is ended by consent or a court order

**The rent: £261.00 per WEEK in advance.**

**The payment date: Every Monday**

The first payment should be made by you at or before the time you sign this agreement. All subsequent payments must be paid every week in advance on the payment date. Payment should be by standing order into our bank account, details of which are stated below. All payments (including any payments made by cheque or internet transfer) must reach our bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

**Our Bank details are:**

**Name of Bank: NatWest**

**Bank Account Number: 67672868**

**Sort Code: 60-08-46**

**Account Name: Millwood Kane Limited**

**Please quote your tenancy reference number when paying your rent: TE1076**

**The deposit: NIL**

This is sometimes also known as a tenancy deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy. We will register the deposit with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 30 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

**Other charges**

You will also be required to pay the following charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below:

## **Some more definitions**

### **The inventory**

This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be attached to this agreement and kept with it.

### **Fixtures and fittings**

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

### **Shared areas**

Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

### **Fair wear and tear**

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

### **Important note**

#### **When you are responsible for the actions of others**

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

### **Terms and conditions**

Note that individual terms and conditions in sections 1 to 10 may be replaced or modified by the additional clauses (if any) set out in section 11 below.

#### **1. Payments, utilities and costs**

- 1.1 You must pay the rent at the times and in the manner set out above in full and without deduction or set off (save any that may be permissible in law).
- 1.2 You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.
- 1.3 If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.
- 1.4 You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a day's rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.
- 1.5 You must pay interest at the rate of 5% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.
- 1.6 During the term you must pay [council tax, the water sewerage and environmental charges for the Property, and pay] for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed, except where clause 11 applies.
- 1.7 If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.

- 1.8 You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).
- 1.9 You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.
- 1.10 If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them recover any outstanding invoices due to them.

## **2. The deposit**

(Note, if no deposit has been paid, this section will not apply.)

- 2.1 When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 30 days.
- 2.2 We will follow the rules of the tenancy deposit scheme at all times.
- 2.3 You will get the deposit back when your tenancy ends and you move out of the property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and bills for the property. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.
- 2.4 You will not be entitled to any interest payable on the deposit money, if this money is held by us.

## **3. The condition of the Property and disrepair**

### **Our responsibilities:**

- 3.1 We will make sure that the Property is in good condition at the time it is let to you, without any category 1 hazards'. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.
- 3.2 Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.
- 3.3 In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:
  - 3.3.1 The structure and exterior of the Property (including drains, gutters and external pipes)
  - 3.3.2 The installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us
  - 3.3.3 The installations for space heating and heating water.
- 3.4 We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted
- 3.5 However, we will not be responsible for:
  - 3.5.1 Carrying out work that you are responsible for under your duty to use the Property in a tenant-like manner';
  - 3.5.2 Rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or
  - 3.5.3 Repairing or maintaining anything which belongs to you
- 3.6 If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.



### **Your responsibilities**

- 3.7 You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).
- 3.8 You must keep the inside of the Property, and our fixtures and fittings, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.
- 3.9 You must keep any shared areas clean and fit for use by you and anyone else living in or using them.
- 3.10 You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.
- 3.11 You will be responsible for the repair of any damage to the Property, or the shared areas, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage. If for any reason it is not reasonably possible to repair an item then you will be responsible for the reasonable cost of its replacement.
- 3.12 You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.
- 3.13 You must keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

### **4. Health and safety**

(See also the section above on the condition of the Property and disrepair for our responsibilities)

- 4.1 You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).
- 4.2 You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.
- 4.3 You must not smoke [inside the Property or] in any shared areas.
- 4.4 You must test all smoke alarms installed in the Property at least once a month, and replace the batteries regularly.
- 4.5 You must keep the Property free from vermin.
- 4.6 You must keep all shared areas free from obstruction.

### **5. Using the Property**

#### **Our responsibilities:**

- 5.1 We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement.  
(Note - this type of clause is often called the covenant of quiet enjoyment).

#### **Your responsibilities:**

- 5.2 You must not allow anyone who is not named in this agreement (apart from, where appropriate, your husband, wife or civil partner and any children of the family aged under 18) to live in or share possession or occupation of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three weeks, without our written permission (which we will not refuse or delay without good reason).
- 5.3 You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.
- 5.4 You must not do anything on or at the Property that:
  - 5.4.1 Causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises
  - 5.4.2 Is illegal or immoral

- 5.4.3 Allows strangers unsupervised access to any shared areas which are not open to the general public
- 5.4.4 You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.
- 5.5 You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.
- 5.6 You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

## **6. Insurance**

### **Our responsibilities**

- 6.1 We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible. We will give you a copy of our insurance policy, or an extract of the relevant parts.

### **Your responsibilities**

- 6.2 You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to repay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.
- 6.3 You should insure your own belongings. You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.
- 6.4 If repairs are required you have to allow the maintenance contractors access during working hours. Failure to do so will result in you being charged for any additional costs for not providing access and for persons having to be called out, out of hours for maintenance.

## **7. Landlords inspections and keys**

- 7.1 You must allow us, or our agent (if any) or anyone with our permission in writing, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or show the Property to interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).
- 7.2 We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.
- 7.3 We are entitled to keep keys for all the doors to the Property, but we are not entitled to use them to enter the property without your permission (unless it is an emergency).
- 7.4 If you do not return all the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted and keys cut.
- 7.5 Locks cannot be added or replaced without consent and without submitting a spare set to the landlords.

## **8. Notices, post and documents**

- 8.1 This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987 that you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.
- 8.2 You must tell us promptly about any notice or order received by you that affects the Property.
- 8.3 You must forward to us promptly all post received at the property which is addressed to us. If you receive any other post which is not addressed you, please let us know.
- 8.4 Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy by being personally served on you, or by being either left at the Property or sent to you at the Property by recorded delivery.

Notices served personally on you will be deemed served at the time of service, if they are left at the property on a business day before 4.30 pm they will be deemed served on that day, otherwise they will be deemed served on the next business day. Notices served by recorded delivery will be deemed served on the second day after posting.

- 8.5 If you have signed to confirm that you consent to service upon you by email at your email address then if any notice or document is sent before 4.30 pm on a business day it will be deemed served on that day. Otherwise it will be deemed served on the next business day after that day.

## **9. Ending or transferring this agreement**

- 9.1 You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.
- 9.2 You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (the new tenant), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:
- 9.2.1 You have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy
- 9.2.2 You have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and
- 9.2.3 The new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term. However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.
- 9.3 If you stay on after the end of your fixed term, your tenancy will be converted into a weekly tenancy which will run from week to week, starting on the day after your fixed term ended (this is called a **periodic tenancy**). You can end this periodic tenancy at any time by giving us not less than 28 days' notice in writing, starting on the next payment date.
- 9.4 If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.

Note: if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

- 9.5 If the Property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

## **10. Leaving the Property**

- 10.1 During the last month of the fixed term (and not later than fourteen days before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term. This is to allow us time to make all necessary arrangements for receiving the property back such as arranging for a check out meeting and finding a replacement tenant. You will be responsible for refunding to us any additional expenses which we may incur as a result of your breach of this clause. This clause does not affect your legal rights.
- 10.2 Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgments registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.
- 10.3 You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.
- 10.4 You must give us a forwarding address and telephone number before you leave the Property.

- 10.5 You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 11.00 am (or the time given with the fixed term information at the start of this agreement, if this is different) on the last day of the tenancy. If you wish to vacate later than the stated time, you should get our permission in writing, which we will not refuse without good reason.
- 10.6 If you leave any personal items in the Property (the items) at the end of your tenancy, the following will apply:
- 10.6.1 We will send you a notice in writing asking you to remove them.
- 10.6.2 This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.
- 10.6.3 If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.
- 10.6.4 You will be responsible for paying our reasonable costs for removing, storing and disposing of the items. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

**11. Additional clauses:**

**Broadband**

- 11.1.1 Please note that on occasion the broadband is provided as a gesture of good will and does not form part of your rent payment.
- 11.1.2 You must not upload or download any illegal content.
- 11.1.3 This internet connection is for personal use only and that you should not depend on this for work purposes.
- 11.1.4 Such broadband services if provided, can be withdrawn without notice.

**11.2 Certain day to day expenses are payable as follows:**

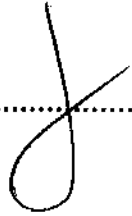
<b>Electricity:</b>	<b>Paid by tenant</b>	<b>Water:</b>	<b>Paid by landlord</b>
<b>Gas:</b>	<b>N/A</b>	<b>Council tax:</b>	<b>Paid by tenant</b>

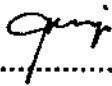
Schedule A

Signed as a Deed:

Our signature (landlord):

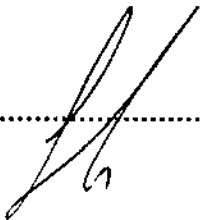
Your signature (tenant):

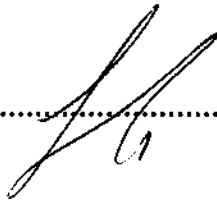
.....  


.....  


\*Signed in the presence of:

\*Signed in the presence of:

.....  


.....  


\*Name and address of witness:

\*Name and address of witness:

..... PETRU LUCUTA.....  
..... 30 PRESTON HILL.....  
..... HARROW HA3 9SD.....

..... PETRU LUCUTA.....  
..... 30 PRESTON HILL.....  
..... HARROW HA3 9SD.....

**Marcial Gaco**

**Fiat 6,  
9 Langtry Road,  
London,  
NW8 0AJ**

**10/05/2017**

**London Borough of Camden,  
Benefits Service,  
Town Hall,  
Judd Street,  
London,  
WC1H 8NJ**

**Dear Sir / Madam**

**RE: Tenancy renewal  
Fiat 6, 9 Langtry Road, London, NW8 0AJ**

My/our tenancy has been recently renewed and I/we are now attaching it with this letter.

Yours Faithfully

  
**Marcial Gaco**

**Marcial Gaco**

**Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ**

**10/05/2017**

**London Borough of Camden,  
Benefits Service,  
Town Hall,  
Judd Street,  
London,  
WC1H 8NJ**

Dear Sir / Madam

**RE: My Local Housing Allowance claim at:  
Flat 6, 9 Langtry Road, London, NW8 0AJ**

**I/we hereby authorise and request you to provide my landlords:**

**Mr Nish Bhatt and Mrs Malar Bhatt of Millwood Kane Limited**

Any information she/he may request regarding my application for Housing Benefit/Local Housing allowance, and any other information she/he may request regarding our entitlement and payment of Housing Benefit /Local Housing Allowance.

I/we also authorise you to provide details of previous applications for Housing Benefit / Local Housing Allowance if this is going to affect the rent paid to my current landlord.

Yours Faithfully

  
**Marcial Gaco**



30 Preston Hill  
Harrow  
Middlesex  
HA3 9SD  
Tel: 0203 086 9282  
Fax: 0203 006 8975

10/05/2017

Marcial Gaco  
Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

Dear Marcial Gaco

**RE: IDENTIFICATION CHECK**

Due to a new law past recently landlords and agents now have to verify the identity of every tenant with the view to establish whether our tenants have a right to rent in the UK.

As mentioned above, this is a legal requirement and as such we urgently require your identification by way of a copy of your identity card or your passport.

Yours sincerely,

A handwritten signature in black ink, consisting of a large, stylized loop that crosses itself, resembling a cursive 'S' or a similar symbol.

For and on behalf of:  
**Millwoodkane Limited**



Marcial Gaco

Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

10/05/2017

Millwood Kane Limited

Dear Sir / Madam

I/we agree to receive legal documents and other notices on my/our below mentioned email address(es) and telephone number(s):

Please write in **BLOCK CAPITAL LETTERS YOUR EMAIL ADDRESS:**

E-mail 1: M A R C I A L G A C O

@ G M A I L . C O M

E-mail 2:

@

Mobile 1: 0 7 9 5 1 5 1 8 5 6 4

Mobile 2: . .

If you change your email address, telephone number you must let us know seven days before the change takes effect.

Our correspondence address:

30 Preston Hill, Harrow, Middlesex, United Kingdom, HA3 9SD



30 Preston Hill  
Harrow  
Middlesex  
HA3 9SD  
Tel: 0203 086 9282  
Fax: 0203 006 8975

10/05/2017

Marcial Gaco  
Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

Dear Marcial Gaco  
**RE: Property maintenance**

Please note that there are certain services which are not part of our repair obligations.

For example, loss of keys, damage to property, cleaning of your flat and bathroom and appliances.

Loss of keys or call out that are not attended by you where by we cannot get access will be charged at **£50.00 + VAT totaling £60.00.**

Under the circumstances we ask you to be conscious of these charges.

Yours sincerely,

A handwritten signature in black ink, appearing to be a stylized 'S' or 'M'.

For and on behalf of:  
**Millwoodkane Limited**

**Marcial Gaco**

**Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ**

**10/05/2017**

**Millwood Kane Limited  
30 Preston Hill,  
Harrow,  
Middlesex,  
United Kingdom,  
HA3 9SD**

Dear Sir / Madam

**RE: Receipt of documents**

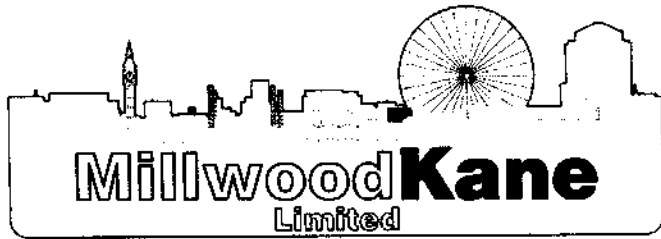
**I/we hereby declare the receipt of the following documents by e-mail:**

1. How to Rent, the checklist for renting in England
2. The valid Energy Performance Certificate
3. Please note that this property is all electric and therefore gas safety certificates are not available.

**I/we further declare that the smoke and carbon monoxide alarms have been tested in my/our presence and are in good working order.**

Yours Faithfully

  
**Marcial Gaco**



30 Preston Hill  
Harrow  
Middlesex  
HA3 9SD  
Tel: 0203 086 9282  
Fax: 0203 006 8975

10/05/2017

Marcial Gaco  
Flat 6,  
9 Langtry Road,  
London,  
NW8 0AJ

Dear Marcial Gaco

On behalf of Millwood Kane Ltd., we would like to welcome you to your new home. We sincerely hope that you will have a comfortable and pleasant stay. We aim to provide you with all the support and assistance in making moving into your new home as smooth as possible.

Should you need any further information regarding your tenancy, please contact Alex on his e-mail: alex@millwoodkane.com. The office working hours are Monday to Friday 8 am to 4 pm.

We wanted to inform you of a number of important aspects before you move into your new home.

As a part of our ongoing improvements to the services we offer, more channels of communication are now available for you. This allows us to provide better services to your enquiries quicker and more efficiently. We encourage you to address the matters as soon as possible and allow us to carry out the work in a timely manner. The prompt reporting will help us address and eliminate any inconveniences you are facing and prevent the property from further damage.

To assist you with your rental payment schedule we have attached a list of dates when payments should be made.

#### **Maintenance**

For any maintenance queries please contact Yana between the hours of 8.00 am to 4.00 pm Monday to Friday via Tel. 0203 086 9282 or by e-mail: yana@millwoodkane.com. Property queries will be logged and actions will be taken based on priority.

Please note that based on the query and situation, you will be charged for some of the maintenance services.

#### **Emergency Cases**

ONLY in the case of emergency (FIRE, FLOOD or GAS LEAK) outside the office hours, please call the emergency number 0788 940 7799. We strongly suggest you refer to our Emergency Identification Guide. Be aware that at a false call out you will be charged **£100 plus VAT**.

**Please find an Emergency Identification Guide attached below.**

#### **Holidays**

If you are going on a Holiday, please inform the Office either via e-mail or telephone of the date of your departure and the length of your absence.

We would like to let you know that in event of an Emergency while you are away, our maintenance team will enter your home.

I, \_\_\_\_\_ hereby confirm that I understand and agree with each and all of the following statements regarding the information I have received about Maintenance and Emergency Calls.

Date:

  
Signed:

# Emergency Identification Guide

EXAMPLE	EMERGENCY	NON EMERGENCY
Gas leak- If you suspect a gas leak or can smell gas please Call Immediately the Gas Emergency Services on: <b>0800 111 999</b> .	✓	
Electricity Failure	✓	
Roof damage, <b>only</b> if it is considered a danger to the tenants or to the premises.	✓	
Broken pipe(s) are flooding the premises	✓	
Heating system not working (implying that it is cold enough outside to warrant heating). Major water leak from any part of the heating system.	✓	
Any problems with the sewage system that could be effecting the inside of the premises.	✓	
Any kind of short circuit in the wiring that could be the cause of a possible fire or electrocution.	✓	
The stove is not working or there is a burnt element.		✓
Minor leaks in the roof or in the plumbing.		✓
Shower or bath faucets and taps dripping slightly.		✓
Defective lock that can allow anyone to enter premises without the key.		✓
Refrigerator not working.		✓
Windows jammed or not opening fully		✓
Washing machine not working		✓
External Drain Blockage		✓

**PLEASE BE AWARE THAT IN THE CASE OF AN EMERGENCY A MEMBER OF OUR MAINTENANCE TEAM WILL BE SENT WITHIN 24 HOURS. IN NON-EMERGENCY CASES, YOUR QUERY WILL BE BOOKED IN AND ADDRESSED FROM 24 HOURS ONWARDS.**

Yours sincerely,



For and on behalf of:  
**Millwoodkane Limited**

## Assured Shorthold Tenancy

For use with one or more tenants occupying the whole of a flat or house, rent paid monthly.

**Dated:** 03/01/2020

**Property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

**Tenant:** Rosita Willmott

**Tenancy reference number:** TE1351

This agreement is intended to create an assured short hold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord.

It should be signed at the end by us both to confirm that we agree with it.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

**This is an important legal document and you should keep it safe.**

If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

### Landlord's contact details

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent:

**Landlords name:** Millwood Kane Limited  
**Agent (if any):** Not applicable  
**Postal address:** 30 Preston Hill, Harrow, HA3 9SD  
**Telephone number:** 07977 553 214 or 0203 086 9282  
**Email:** tenancies@millwoodkane.com

### Main details and definitions

**The property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

### Extra notes:

Referred to as the property in this agreement. This includes any garden but does not include any shared areas.

**The landlord:** Millwood Kane Limited

Referred to as we or us in this agreement (even if there is only one landlord).

Note: if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

**Tenant:** Rosita Willmott

Referred to as you or your in this agreement. Where there is more than one tenant, this refers to all of you collectively.

**Note for joint tenants:** where there is more than one tenant, you will all have what is called joint and several liability'. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to the tenant' or to you' this means all of you collectively.

Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

**The fixed term: Six months**

**Starting on: 06/01/2020**

**Ending on: 05/07/2020**  
(tenant to vacate by 11.00 am)

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from month to month, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- You give notice that you want to end the agreement (see section 9 below); or
- We serve a notice on you under section 21 of the Housing Act 1988; or
- We enter into a new written agreement with you; or
- This agreement is ended by consent or a court order

**THE RENT: £1,200.00 in advance per calendar Month.**  
(subject nevertheless as hereinafter provided)

This includes an allowance of £0.00 towards to bills set out in Schedule A at the end of this agreement (the bills allowance)

**The payment date: 6th of every month**

The first payment should be made by you at or before the time you sign this agreement. All subsequent payments must be paid every month in advance on the payment date. Payment should be by standing order into our bank account, details of which have been provided to you. All payments (including any payments made by cheque or internet transfer) must reach our bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

**Our Bank details are:**

**Name of Bank: NatWest**

**Bank Account Number: 67672868**

**Sort Code: 60-08-46**

**Account Name: Millwood Kane Limited**

**Please quote your tenancy reference number when paying your rent: TE1351**

**The deposit: NIL**

This is sometimes also known as a damage deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy. We will register the deposit with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 30 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

## **Other charges**

You will also be required to pay the following charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below:

## **Some more definitions**

### **The inventory**

This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be attached to this agreement and kept with it.

### **Fixtures and fittings**

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

### **Shared areas**

Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

### **Fair wear and tear**

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

## **Important note**

### **When you are responsible for the actions of others**

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself. When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

## **Terms and conditions**

Note that individual terms and conditions in sections 1 to 10 may be replaced or modified by the additional clauses (if any) set out in section 11 below.

### **1. Payments, utilities and costs**

- 1.1 You must pay the rent at the times and in the manner set out above in full and without deduction or set off (save any that may be permissible in law).
- 1.2 You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.
- 1.3 If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.
- 1.4 You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a day's rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.
- 1.5 You must pay interest at the rate of 5% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.



- 1.6 During the term you must pay [council tax, the water sewerage and environmental charges for the Property, and pay] for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed, except where clause 11 applies.
- 1.7 If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.
- 1.8 You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).
- 1.9 You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.
- 1.10 If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them to recover any outstanding invoices due to them.

## **2. The deposit**

(Note, if no deposit has been paid, this section will not apply.)

- 2.1 When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 30 days.
- 2.2 We will follow the rules of the tenancy deposit scheme at all times.
- 2.3 You will get the deposit back when your tenancy ends and you move out of the property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and bills for the property. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.
- 2.4 You will not be entitled to any interest payable on the deposit money, if this money is held by us.

## **3. The condition of the Property and disrepair**

### **Our responsibilities:**

- 3.1 We will make sure that the Property is in good condition at the time it is let to you, without any category 1 hazards'. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.
- 3.2 Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.
- 3.3 In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:
  - 3.3.1 The structure and exterior of the Property (including drains, gutters and external pipes)
  - 3.3.2 The installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us
  - 3.3.3 The installations for space heating and heating water.
- 3.4 We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted
- 3.5 However, we will not be responsible for:

- 3.5.1 Carrying out work that you are responsible for under your duty to use the Property in a tenant-like manner';
- 3.5.2 Rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or
- 3.5.3 Repairing or maintaining anything which belongs to you
- 3.6 If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

#### **Your responsibilities**

- 3.7 You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).
- 3.8 You must keep the inside of the Property, and our fixtures and fittings, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.
- 3.9 You must keep any shared areas clean and fit for use by you and anyone else living in or using them.
- 3.10 You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.
- 3.11 You will be responsible for the repair of any damage to the Property, or the shared areas, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage. If for any reason it is not reasonably possible to repair an item then you will be responsible for the reasonable cost of its replacement.
- 3.12 You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.
- 3.13 You must keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

#### **4. Health and safety**

(See also the section above on the condition of the Property and disrepair for our responsibilities)

- 4.1 You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).
- 4.2 You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.
- 4.3 You must not smoke [inside the Property or] in any shared areas.
- 4.4 You must test all smoke alarms installed in the Property at least once a month, and replace the batteries regularly.
- 4.5 You must keep the Property free from vermin.
- 4.6 You must keep all shared areas free from obstruction.

#### **5. Using the Property**

##### **Our responsibilities:**

- 5.1 We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement. (Note - this type of clause is often called the covenant of quiet enjoyment').

### **Your responsibilities:**

- 5.2 You must not allow anyone who is not named in this agreement (apart from, where appropriate, your husband, wife or civil partner and any children of the family aged under 18) to live in or share possession or occupation of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three weeks, without our written permission (which we will not refuse or delay without good reason).
- 5.3 You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.
- 5.4 You must not do anything on or at the Property that:
  - 5.4.1 Causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises
  - 5.4.2 Is illegal or immoral
  - 5.4.3 Allows strangers unsupervised access to any shared areas which are not open to the general public.
  - 5.4.4 You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.
- 5.5 You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.
- 5.6 You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

## **6. Insurance**

### **Our responsibilities**

- 6.1 We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible. We will give you a copy of our insurance policy, or an extract of the relevant parts

### **Your responsibilities**

- 6.2 You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to re-pay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.
- 6.3 You should insure your own belongings. You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.
- 6.4 If repairs are required you have to allow the maintenance contractors access during working hours. Failure to do so will result in you being charged for any additional costs for not providing access and for persons having to be called out, out of hours for maintenance.

## **7. Landlords inspections and keys**

- 7.1 You must allow us, or our agent (if any) or anyone with our permission in writing, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or show the Property to interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).
- 7.2 We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.
- 7.3 We are entitled to keep keys for all the doors to the Property, but we are not entitled to use them to enter the property without your permission (unless it is an emergency).
- 7.4 If you do not return all the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted and keys cut.
- 7.5 Locks cannot be added or replaced without consent and without submitting a spare set to the landlords.

## 8. Notices, post and documents

- 8.1 This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987, which you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.
- 8.2 You must tell us promptly about any notice or order received by you that affects the Property.
- 8.3 You must forward to us promptly all post received at the property which is addressed to us. If you receive any other post which is not addressed you, please let us know.
- 8.4 Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy by being personally served on you, or by being either left at the Property or sent to you at the Property by recorded delivery.

Notices served personally on you will be deemed served at the time of service, if they are left at the property on a business day before 4.30 pm they will be deemed served on that day, otherwise they will be deemed served on the next business day. Notices served by recorded delivery will be deemed served on the second day after posting.

- 8.5 If you have signed to confirm that you consent to service upon you by email at your email address then if any notice or document is sent before 4.30 pm on a business day it will be deemed served on that day. Otherwise it will be deemed served on the next business day after that day.

## 9. Ending or transferring this agreement

- 9.1 You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.
- 9.2 You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (the new tenant), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:
  - 9.2.1 You have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy
  - 9.2.2 You have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and
  - 9.2.3 The new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term. However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.
- 9.3 If you stay on after the end of your fixed term, your tenancy will be converted into a monthly tenancy which will run from month to month, starting on the day after your fixed term ended (this is called a **periodic tenancy**). You can end this periodic tenancy at any time by giving us not less than one month notice in writing, starting on the next payment date.
- 9.4 If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.

Note: if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

- 9.5 If the property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

## 10. Leaving the Property

- 10.1 During the last month of the fixed term (and not later than fourteen days before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term. This is to allow us time to make all necessary arrangements for receiving the property back such as arranging for a check out meeting and finding a replacement tenant. You will be responsible for refunding to us any additional expenses which we may incur as a result of your breach of this clause. This clause does not affect your legal rights.
- 10.2 Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgments registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.
- 10.3 You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.
- 10.4 You must give us a forwarding address and telephone number before you leave the Property.
- 10.5 You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 11.00 am (or the time given with the fixed term information at the start of this agreement, if this is different) on the last day of the tenancy. If you wish to vacate later than the stated time, you should get our permission in writing, which we will not refuse without good reason.
- 10.6 If you leave any personal items in the Property (the items) at the end of your tenancy, the following will apply:
- 10.6.1 We will send you a notice in writing asking you to remove them.
- 10.6.2 This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.
- 10.6.3 If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.
- 10.6.4 You will be responsible for paying our reasonable costs for removing, storing and disposing of the items. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

## 11. Additional clauses:

### Broadband

- 11.1.1 Please note that on occasion the broadband is provided as a gesture of good will and does not form part of your rent payment.
- 11.1.2 You must not upload or download any illegal content.
- 11.1.3 This internet connection is for personal use only and that you should not depend on this for work purposes.
- 11.1.4 Such broadband services if provided, can be withdrawn without notice.

### 11.2 Certain day to day expenses are payable as follows:

**Electricity:** Paid by tenant

**Water:** Paid by landlord

**Gas:** N/A

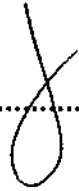
**Council tax:** Paid by tenant

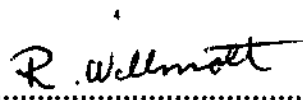
**Schedule A**

**Signed as a Deed:**

**Our signature (landlord):**

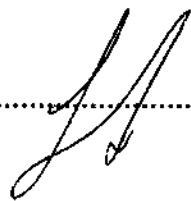
**Your signature (tenant):**

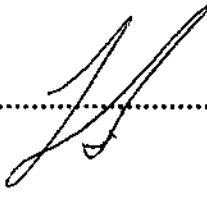
  
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**\*Signed in the presence of:**

**\*Signed in the presence of:**

  
.....

  
.....

**\*Name and address of witness:**

**\*Name and address of witness:**

.....PETRU LUCUTA.....  
.....30 PRESTON HILL.....  
.....HARROW HA3 9SD.....

.....PETRU LUCUTA.....  
.....30 PRESTON HILL.....  
.....HARROW HA3 9SD.....

## **Assured Shorthold Tenancy**

For use with one or more tenants occupying the whole of a flat or house, rent paid monthly.

**Dated:** 28/06/2020

**Property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

**Tenant:** Elizabeth Sombrito

**Tenancy reference number:** TE1368

This agreement is intended to create an assured short hold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord.

It should be signed at the end by us both to confirm that we agree with it.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

**This is an important legal document and you should keep it safe.**

If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

### **Landlord's contact details**

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent:

**Landlords name:** Millwood Kane Limited  
**Agent (if any):** Not applicable  
**Postal address:** 30 Preston Hill, Harrow, HA3 9SD  
**Telephone number:** 07977 553 214 or 0203 086 9282  
**Email:** tenancies@millwoodkane.com

### **Main details and definitions**

**The property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

### **Extra notes:**

Referred to as the property in this agreement. This includes any garden but does not include any shared areas.

**The landlord:** Millwood Kane Limited

Referred to as we or us in this agreement (even if there is only one landlord).

Note: if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

**Tenant:** Elizabeth Sombrito

Referred to as you or your in this agreement. Where there is more than one tenant, this refers to all of you collectively.

**Note for joint tenants:** where there is more than one tenant, you will all have what is called joint and several liability. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to the tenant' or to you' this means all of you collectively.

Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

**The fixed term:** Twelve months  
**Starting on:** 28/06/2020  
**Ending on:** 27/06/2021  
(tenant to vacate by 11.00 am)

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from month to month, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- You give notice that you want to end the agreement (see section 9 below); or
- We serve a notice on you under section 21 of the Housing Act 1988; or
- We enter into a new written agreement with you; or
- This agreement is ended by consent or a court order

**THE RENT:** £1,280.00 in advance per calendar Month.  
(subject nevertheless as hereinafter provided)

This includes an allowance of £0.00 towards bills set out in Schedule A at the end of this agreement (the bills allowance)

**The payment date:** 28th of every month

The first payment should be made by you at or before the time you sign this agreement. All subsequent payments must be paid every month in advance on the payment date. Payment should be by standing order into our bank account, details of which have been provided to you. All payments (including any payments made by cheque or internet transfer) must reach our bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

**Our Bank details are:**

**Name of Bank:** NatWest  
**Bank Account Number:** 67672868  
**Sort Code:** 60-08-46  
**Account Name:** Millwood Kane Limited

**Please quote your tenancy reference number when paying your rent:** TE1368

**The deposit:** NIL

This is sometimes also known as a damage deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy. We will register the deposit with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 30 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

#### **Other charges**

You will also be required to pay the following charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below:



## **Some more definitions**

### **The Inventory**

This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be attached to this agreement and kept with it.

### **Fixtures and fittings**

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

### **Shared areas**

Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

### **Fair wear and tear**

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

### **Important note**

#### **When you are responsible for the actions of others**

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself. When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

### **Terms and conditions**

Note that individual terms and conditions in sections 1 to 10 may be replaced or modified by the additional clauses (if any) set out in section 11 below.

#### **1. Payments, utilities and costs**

- 1.1 You must pay the rent at the times and in the manner set out above in full and without deduction or set off (save any that may be permissible in law).
- 1.2 You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.
- 1.3 If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.
- 1.4 You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a day's rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.
- 1.5 You must pay interest at the rate of 3% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.

- 1.6 During the term you must pay [council tax, the water sewerage and environmental charges for the Property, and pay] for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed, except where clause 11 applies.
- 1.7 If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.
- 1.8 You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).
- 1.9 You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.
- 1.10 If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them to recover any outstanding invoices due to them.

## **2. The deposit**

(Note, if no deposit has been paid, this section will not apply.)

- 2.1 When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 30 days.
- 2.2 We will follow the rules of the tenancy deposit scheme at all times.
- 2.3 You will get the deposit back when your tenancy ends and you move out of the property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and bills for the property. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.
- 2.4 You will not be entitled to any interest payable on the deposit money, if this money is held by us.

## **3. The condition of the Property and disrepair**

### **Our responsibilities:**

- 3.1 We will make sure that the Property is in good condition at the time it is let to you, without any category 1 hazards'. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.
- 3.2 Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.
- 3.3 In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:
  - 3.3.1 The structure and exterior of the Property (including drains, gutters and external pipes)
  - 3.3.2 The installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us
  - 3.3.3 The installations for space heating and heating water.
- 3.4 We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted
- 3.5 However, we will not be responsible for:

- 3.5.1 Carrying out work that you are responsible for under your duty to use the Property in a tenant-like manner';
- 3.5.2 Rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or
- 3.5.3 Repairing or maintaining anything which belongs to you
- 3.6 If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

#### **Your responsibilities**

- 3.7 You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).
- 3.8 You must keep the inside of the Property, and our fixtures and fittings, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.
- 3.9 You must keep any shared areas clean and fit for use by you and anyone else living in or using them.
- 3.10 You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.
- 3.11 You will be responsible for the repair of any damage to the Property, or the shared areas, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage. If for any reason it is not reasonably possible to repair an item then you will be responsible for the reasonable cost of its replacement.
- 3.12 You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.
- 3.13 You must keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

#### **4. Health and safety**

(See also the section above on the condition of the Property and disrepair for our responsibilities)

- 4.1 You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).
- 4.2 You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.
- 4.3 You must not smoke [inside the Property or] in any shared areas.
- 4.4 You must test all smoke alarms installed in the Property at least once a month, and replace the batteries regularly.
- 4.5 You must keep the Property free from vermin.
- 4.6 You must keep all shared areas free from obstruction.

#### **5. Using the Property**

##### **Our responsibilities:**

- 5.1 We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement. (Note - this type of clause is often called the covenant of quiet enjoyment').

### **Your responsibilities:**

- 5.2 You must not allow anyone who is not named in this agreement (apart from, where appropriate, your husband, wife or civil partner and any children of the family aged under 18) to live in or share possession or occupation of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three weeks, without our written permission (which we will not refuse or delay without good reason).
- 5.3 You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.
- 5.4 You must not do anything on or at the Property that:
  - 5.4.1 Causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises
  - 5.4.2 Is illegal or immoral
  - 5.4.3 Allows strangers unsupervised access to any shared areas which are not open to the general public.
  - 5.4.4 You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.
- 5.5 You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.
- 5.6 You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

### **6. Insurance**

#### **Our responsibilities**

- 6.1 We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible. We will give you a copy of our insurance policy, or an extract of the relevant parts

#### **Your responsibilities**

- 6.2 You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to repay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.
- 6.3 You should insure your own belongings. You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.
- 6.4 If repairs are required you have to allow the maintenance contractors access during working hours. Failure to do so will result in you being charged for any additional costs for not providing access and for persons having to be called out, out of hours for maintenance.

### **7. Landlords inspections and keys**

- 7.1 You must allow us, or our agent (if any) or anyone with our permission in writing, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or show the Property to interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).
- 7.2 We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.
- 7.3 We are entitled to keep keys for all the doors to the Property, but we are not entitled to use them to enter the property without your permission (unless it is an emergency).
- 7.4 If you do not return all the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted and keys cut.
- 7.5 Locks cannot be added or replaced without consent and without submitting a spare set to the landlords.

## **8. Notices, post and documents**

- 8.1 This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987, which you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.
- 8.2 You must tell us promptly about any notice or order received by you that affects the Property.
- 8.3 You must forward to us promptly all post received at the property which is addressed to us. If you receive any other post which is not addressed you, please let us know.
- 8.4 Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy by being personally served on you, or by being either left at the Property or sent to you at the Property by recorded delivery.

Notices served personally on you will be deemed served at the time of service, if they are left at the property on a business day before 4.30 pm they will be deemed served on that day, otherwise they will be deemed served on the next business day. Notices served by recorded delivery will be deemed served on the second day after posting.

- 8.5 If you have signed to confirm that you consent to service upon you by email at your email address then if any notice or document is sent before 4.30 pm on a business day it will be deemed served on that day. Otherwise it will be deemed served on the next business day after that day.

## **9. Ending or transferring this agreement**

- 9.1 You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.
- 9.2 You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (the new tenant), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:
  - 9.2.1 You have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy
  - 9.2.2 You have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and
  - 9.2.3 The new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term. However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.
- 9.3 If you stay on after the end of your fixed term, your tenancy will be converted into a monthly tenancy which will run from month to month, starting on the day after your fixed term ended (this is called a **periodic tenancy**). You can end this periodic tenancy at any time by giving us not less than one month notice in writing, starting on the next payment date.
- 9.4 If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.

Note: if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.

- 9.5 If the property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

## 10. Leaving the Property

- 10.1 During the last month of the fixed term (and not later than fourteen days before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term. This is to allow us time to make all necessary arrangements for receiving the property back such as arranging for a check out meeting and finding a replacement tenant. You will be responsible for refunding to us any additional expenses which we may incur as a result of your breach of this clause. This clause does not affect your legal rights.
- 10.2 Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgments registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.
- 10.3 You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.
- 10.4 You must give us a forwarding address and telephone number before you leave the Property.
- 10.5 You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 11.00 am (or the time given with the fixed term information at the start of this agreement, if this is different) on the last day of the tenancy. If you wish to vacate later than the stated time, you should get our permission in writing, which we will not refuse without good reason.
- 10.6 If you leave any personal items in the Property (the items) at the end of your tenancy, the following will apply:
- 10.6.1 We will send you a notice in writing asking you to remove them.
- 10.6.2 This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.
- 10.6.3 If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.
- 10.6.4 You will be responsible for paying our reasonable costs for removing, storing and disposing of the items. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

## 11. Additional clauses:

### Broadband

- 11.1.1 Please note that on occasion the broadband is provided as a gesture of good will and does not form part of your rent payment.
- 11.1.2 You must not upload or download any illegal content.
- 11.1.3 This internet connection is for personal use only and that you should not depend on this for work purposes.
- 11.1.4 Such broadband services if provided, can be withdrawn without notice.

### 11.2 Certain day to day expenses are payable as follows:

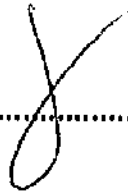
<b>Electricity:</b>	<b>Paid by tenant</b>	<b>Water:</b>	<b>Paid by landlord</b>
<b>Gas:</b>	<b>N/A</b>	<b>Council tax:</b>	<b>Paid by tenant</b>

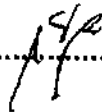
Schedule A

Signed as a Deed:

Our signature (landlord):

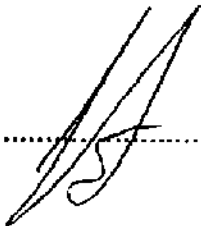
Your signature (tenant):

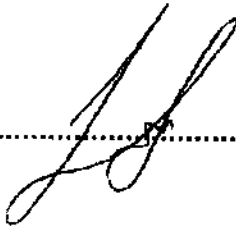
  
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\*Signed in the presence of:

\*Signed in the presence of:

  
.....

  
.....

\*Name and address of witness:

\*Name and address of witness:

.....PETRU LUCUTA.....  
.....30 PRESTON HILL.....  
.....HARLOW, HA3 9SD.....

.....PETRU LUCUTA.....  
.....30 PRESTON HILL.....  
.....HARLOW, HA3 9SD.....

## **Assured Shorthold Tenancy**

For use with one or more tenants occupying the whole of a flat or house, rent paid monthly or weekly.

**Dated:** 22/07/2021

**Property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

**Tenant:** Teresita Ballesteros Austria

**Tenancy and payment reference number:** TE1389

This agreement is intended to create an assured short hold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord.

It should be signed at the end by us both to confirm that we agree with it.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

**This is an important legal document and you should keep it safe.**

If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

### **Landlord's contact details**

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent:

**Landlords name:** Millwood Kane Limited  
**Agent (if any):** Not Applicable  
**Postal address:** 30 Preston Hill, Harrow, HA3 9SD  
**Telephone number:** 07977 553 214 or 0203 086 9282  
**Email:** tenancies@millwoodkane.com

### **Main details and definitions**

**The property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

### **Extra notes:**

Referred to as the property in this agreement. This includes any garden but does not include any shared areas.

**The landlord:** Millwood Kane Limited

Referred to as we or us in this agreement (even if there is only one landlord).

Note: if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

**Tenant:** Teresita Ballesteros Austria

Referred to as you or your in this agreement. Where there is more than one tenant, this refers to all of you collectively.

**Note for joint tenants:** where there is more than one tenant, you will all have what is called joint and several liability'. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to the tenant' or to you' this means all of you collectively.



Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

**The fixed term:** 12 MONTHS  
**Starting on:** 10/08/2021  
**Ending on:** 09/08/2022  
(tenant to vacate by 11.00 am)

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from month to month, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- You give notice that you want to end the agreement (see section 9 below); or
- We serve a notice on you under section 21 of the Housing Act 1988; or
- We enter into a new written agreement with you; or
- This agreement is ended by consent or a court order

**THE RENT:** £295.00 per week in advance  
(subject nevertheless as hereinafter provided)

This includes an allowance of £0.00 towards to bills set out in Schedule A at the end of this agreement (the bills allowance)

**The payment date:** every Tuesday

The first payment should be made by you at or before the time you sign this agreement. All subsequent payments must be paid every month or every week in advance on the payment date. Payment should be by standing order into our bank account, details of which have been provided to you. All payments (including any payments made by cheque or internet transfer) must reach our bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

**Our Bank details are:**

**Name of Bank:** NatWest  
**Bank Account Number:** 67672868  
**Sort Code:** 60-08-46  
**Account Name:** Millwood Kane Limited

**Please quote your tenancy reference number when paying your rent:** TE1389

**The deposit:** NIL

This is sometimes also known as a damage deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy. We will register the deposit with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 30 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

**Other charges**

You will also be required to pay the following charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below:

## **Some more definitions**

### **The inventory**

This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be attached to this agreement and kept with it.

### **Fixtures and fittings**

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

### **Shared areas**

Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

### **Fair wear and tear**

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

### **Important note**

#### **When you are responsible for the actions of others**

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself. When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

### **Terms and conditions**

Note that individual terms and conditions in sections 1 to 10 may be replaced or modified by the additional clauses (if any) set out in section 11 below.

#### **1. Payments, utilities and costs**

- 1.1 You must pay the rent at the times and in the manner set out above in full and without deduction or set off (save any that may be permissible in law).
- 1.2 You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.
- 1.3 If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.
- 1.4 You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a day's rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.
- 1.5 You must pay interest at the rate of 3% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.

- 1.6 During the term you must pay [council tax, the water sewerage and environmental charges for the Property, and pay] for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed, except where clause 11 applies.
- 1.7 If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.
- 1.8 You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).
- 1.9 You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.
- 1.10 If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them to recover any outstanding invoices due to them.

## **2. The deposit**

(Note, if no deposit has been paid, this section will not apply.)

- 2.1 When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 30 days.
- 2.2 We will follow the rules of the tenancy deposit scheme at all times.
- 2.3 You will get the deposit back when your tenancy ends and you move out of the property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and bills for the property. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.
- 2.4 You will not be entitled to any interest payable on the deposit money, if this money is held by us.

## **3. The condition of the Property and disrepair**

### **Our responsibilities:**

- 3.1 We will make sure that the Property is in good condition at the time it is let to you, without any category 1 hazards'. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.
- 3.2 Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.
- 3.3 In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:
  - 3.3.1 The structure and exterior of the Property (including drains, gutters and external pipes)
  - 3.3.2 The installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us
  - 3.3.3 The installations for space heating and heating water.
- 3.4 We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted
- 3.5 However, we will not be responsible for:

- 3.5.1 Carrying out work that you are responsible for under your duty to use the Property in a tenant-like manner';
- 3.5.2 Rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or
- 3.5.3 Repairing or maintaining anything which belongs to you
- 3.6 If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

#### **Your responsibilities**

- 3.7 You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).
- 3.8 You must keep the inside of the Property, and our fixtures and fittings, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.
- 3.9 You must keep any shared areas clean and fit for use by you and anyone else living in or using them.
- 3.10 You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.
- 3.11 You will be responsible for the repair of any damage to the Property, or the shared areas, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage. If for any reason it is not reasonably possible to repair an item then you will be responsible for the reasonable cost of its replacement.
- 3.12 You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.
- 3.13 You must keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

#### **4. Health and safety**

(See also the section above on the condition of the Property and disrepair for our responsibilities)

- 4.1 You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).
- 4.2 You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.
- 4.3 You must not smoke [inside the Property or] in any shared areas.
- 4.4 You must test all smoke alarms installed in the Property at least once a month, and replace the batteries regularly.
- 4.5 You must keep the Property free from vermin.
- 4.6 You must keep all shared areas free from obstruction.

#### **5. Using the Property**

##### **Our responsibilities:**

- 5.1 We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement. (Note - this type of clause is often called the covenant of quiet enjoyment').

### **Your responsibilities:**

- 5.2 You must not allow anyone who is not named in this agreement (apart from, where appropriate, your husband, wife or civil partner and any children of the family aged under 18) to live in or share possession or occupation of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three weeks, without our written permission (which we will not refuse or delay without good reason).
- 5.3 You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.
- 5.4 You must not do anything on or at the Property that:
  - 5.4.1 Causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises
  - 5.4.2 Is illegal or immoral
  - 5.4.3 Allows strangers unsupervised access to any shared areas which are not open to the general public.
  - 5.4.4 You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.
- 5.5 You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.
- 5.6 You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

## **6. Insurance**

### **Our responsibilities**

- 6.1 We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible. We will give you a copy of our insurance policy, or an extract of the relevant parts

### **Your responsibilities**

- 6.2 You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to repay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.
- 6.3 You should insure your own belongings. You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.
- 6.4 If repairs are required you have to allow the maintenance contractors access during working hours. Failure to do so will result in you being charged for any additional costs for not providing access and for persons having to be called out, out of hours for maintenance.

## **7. Landlords inspections and keys**

- 7.1 You must allow us, or our agent (if any) or anyone with our permission in writing, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or show the Property to interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).
- 7.2 We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.
- 7.3 We are entitled to keep keys for all the doors to the Property, but we are not entitled to use them to enter the property without your permission (unless it is an emergency).
- 7.4 If you do not return all the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted and keys cut.
- 7.5 Locks cannot be added or replaced without consent and without submitting a spare set to the landlords.

## 8. Notices, post and documents

- 8.1 This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987, which you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.
- 8.2 You must tell us promptly about any notice or order received by you that affects the Property.
- 8.3 You must forward to us promptly all post received at the property which is addressed to us. If you receive any other post which is not addressed to you, please let us know.
- 8.4 Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy by being personally served on you, or by being either left at the Property or sent to you at the Property by recorded delivery.

Notices served personally on you will be deemed served at the time of service, if they are left at the property on a business day before 4.30 pm they will be deemed served on that day, otherwise they will be deemed served on the next business day. Notices served by recorded delivery will be deemed served on the second day after posting.

- 8.5 If you have signed to confirm that you consent to service upon you by email at your email address then if any notice or document is sent before 4.30 pm on a business day it will be deemed served on that day. Otherwise it will be deemed served on the next business day after that day.

## 9. Ending or transferring this agreement

- 9.1 You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.
- 9.2 You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (the new tenant), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:
  - 9.2.1 You have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy
  - 9.2.2 You have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and
  - 9.2.3 The new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term. However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.
- 9.3 If you stay on after the end of your fixed term, your tenancy will be converted into a monthly tenancy which will run from month to month, starting on the day after your fixed term ended (this is called a **periodic tenancy**). You can end this periodic tenancy at any time by giving us not less than one month notice in writing, starting on the next payment date.
- 9.4 If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.

Note: if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.
- 9.5 If the property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

## **10. Leaving the Property**

- 10.1 During the last month of the fixed term (and not later than fourteen days before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term. This is to allow us time to make all necessary arrangements for receiving the property back such as arranging for a check out meeting and finding a replacement tenant. You will be responsible for refunding to us any additional expenses which we may incur as a result of your breach of this clause. This clause does not affect your legal rights.
- 10.2 Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgments registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.
- 10.3 You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.
- 10.4 You must give us a forwarding address and telephone number before you leave the Property.
- 10.5 You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 11.00 am (or the time given with the fixed term information at the start of this agreement, if this is different) on the last day of the tenancy. If you wish to vacate later than the stated time, you should get our permission in writing, which we will not refuse without good reason.
- 10.6 If you leave any personal items in the Property (the items) at the end of your tenancy, the following will apply:
  - 10.6.1 We will send you a notice in writing asking you to remove them.
  - 10.6.2 This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.
  - 10.6.3 If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.
  - 10.6.4 You will be responsible for paying our reasonable costs for removing, storing and disposing of the items. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

## **11. Additional clauses:**

### **Broadband**

- 11.1.1 Please note that on occasion the broadband is provided as a gesture of good will and does not form part of your rent payment.
- 11.1.2 You must not upload or download any illegal content.
- 11.1.3 This internet connection is for personal use only and that you should not depend on this for work purposes.
- 11.1.4 Such broadband services if provided, can be withdrawn without notice.

### **Rights of Employees:**

- 11.2.1 *The Landlord appoints its employees as its agents for the purpose of managing the taking and protection of any tenancy deposit and authorises the said employees to sign the necessary certification that the information required by the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 is accurate to the best of the Landlord's knowledge and belief on its behalf as agents for the Landlord.*
- 11.2.2 *The Landlord further authorises the said employees to sign any other documents deemed necessary.*

**Rent Increase:**

- 11.3.1 You agree that we may increase the rent by serving a rent review notice on you. The Rent may not increase by more than a maximum of 5% or the local housing allowance (whichever is greater) through any single rent review.
- 11.3.2 Any rent review notice we serve on you will be in writing. It will provide you with at least one calendar month in notice prior to the date of the rent increase taking effect. The notice will state the amount by which the rent will increase, the new rental amount and the the date on which the new Rent is payable from.
- 11.3.3 The initial rent increase will take effect no earlier than the first anniversary of the commencement of this Agreement.
- 11.3.4 The initial rent increase will take effect no earlier than the first anniversary of the commencement of this Agreement.
- 11.3.5 Once a rent increase has occurred, subsequent rent increases may take effect no earlier the anniversary of the date the last rent increase took effect.

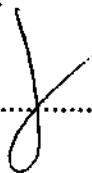
**12.1 Certain day to day expenses are payable as follows:**

<b>Electricity:</b>	Paid by the Tenant	<b>Water:</b>	Paid by the Landlord
<b>Gas:</b>	Not Applicable	<b>Council tax:</b>	Paid by the Tenant

**Schedule A**

**Signed as a Deed:**

**Our signature (landlord):**



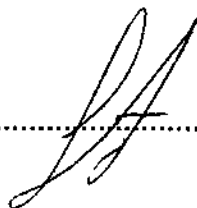
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**Your signature (tenant):**

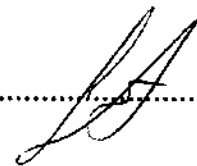
.....

**\*Signed in the presence of:**



.....

**\*Signed in the presence of:**



.....

**\*Name and address of witness:**

PETRU LUCUTA.....

30 PRESTON HILL

.....  
HARROW, HA3 9SD

.....

**\*Name and address of witness:**

PETRU LUCUTA.....

30 PRESTON HILL

.....  
HARROW, HA3 9SD

.....



## **Assured Shorthold Tenancy**

For use with one or more tenants occupying the whole of a flat or house, rent paid monthly or weekly.

**Dated:** 19/07/2022

**Property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

**Tenant:** Teresita Ballesteos Austria

**Tenancy and payment reference number:** TE 1389

This agreement is intended to create an assured short hold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord.

It should be signed at the end by us both to confirm that we agree with it.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

**This is an important legal document and you should keep it safe.**

If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

### **Landlord's contact details**

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent:

**Landlords name:** Millwood Kane Limited  
**Agent (if any):** Not Applicable  
**Postal address:** 30 Preston Hill, Harrow, HA3 9SD  
**Telephone number:** 07977 553 214 or 0203 086 9282  
**Email:** tenancies@millwoodkane.com

### **Main details and definitions**

**The property:** Flat 6, 9 Langtry Road, London, NW8 0AJ

### **Extra notes:**

Referred to as the property in this agreement. This includes any garden but does not include any shared areas.

**The landlord:** Millwood Kane Limited

Referred to as we or us in this agreement (even if there is only one landlord).

Note: if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

**Tenant:** Teresita Ballesteos Austria

Referred to as you or your in this agreement. Where there is more than one tenant, this refers to all of you collectively.

**Note for joint tenants:** where there is more than one tenant, you will all have what is called joint and several liability'. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to the tenant' or to you' this means all of you collectively.

Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

**The fixed term:** 12 months  
**Starting on:** 09/08/2022  
**Ending on:** 08/08/2023  
(tenant to vacate by 11.00 am)

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from month to month, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- You give notice that you want to end the agreement (see section 9 below); or
- We serve a notice on you under section 21 of the Housing Act 1988; or
- We enter into a new written agreement with you; or
- This agreement is ended by consent or a court order

**THE RENT:** £295.00 per week in advance  
(subject nevertheless as hereinafter provided)

This includes an allowance of £0.00 towards to bills.

**The payment date:** every Tuesday

The first payment should be made by you at or before the time you sign this agreement. All subsequent payments must be paid every month or every week in advance on the payment date. Payment should be by standing order into our bank account, details of which have been provided to you. All payments (including any payments made by cheque or internet transfer) must reach our bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

**Our Bank details are:**

**Name of Bank:** NatWest  
**Bank Account Number:** 67672868  
**Sort Code:** 60-08-46  
**Account Name:** Millwood Kane Limited

**Please quote your tenancy reference number when paying your rent:** TE 1389

**The deposit:** NIL

This is sometimes also known as a damage deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy. We will register the deposit with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 30 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

**Other charges**

You will also be required to pay the following charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below:

## **Some more definitions**

### **The inventory**

This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A copy of the inventory should then be attached to this agreement and kept with it.

### **Fixtures and fittings**

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

### **Shared areas**

Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

### **Fair wear and tear**

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

### **Important note**

#### **When you are responsible for the actions of others**

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself. When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

### **Terms and conditions**

Note that individual terms and conditions in sections 1 to 10 may be replaced or modified by the additional clauses (if any) set out in section 11 below.

#### **1. Payments, utilities and costs**

- 1.1 You must pay the rent at the times and in the manner set out above in full and without deduction or set off (save any that may be permissible in law).
- 1.2 You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.
- 1.3 If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.
- 1.4 You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a day's rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.
- 1.5 You must pay interest at the rate of 3% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.

- 1.6 During the term you must pay [council tax, the water sewerage and environmental charges for the Property, and pay] for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed, except where clause 11 applies.
- 1.7 If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.
- 1.8 You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).
- 1.9 You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.
- 1.10 If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them to recover any outstanding invoices due to them.

## **2. The deposit**

(Note, if no deposit has been paid, this section will not apply.)

- 2.1 When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 30 days.
- 2.2 We will follow the rules of the tenancy deposit scheme at all times.
- 2.3 You will get the deposit back when your tenancy ends and you move out of the property, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and bills for the property. If this is not done, then we will be entitled to claim from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by fair wear and tear. Any claim we make will be subject to the rules of the Tenancy Deposit Scheme.
- 2.4 You will not be entitled to any interest payable on the deposit money, if this money is held by us.

## **3. The condition of the Property and disrepair**

### **Our responsibilities:**

- 3.1 We will make sure that the Property is in good condition at the time it is let to you, without any category 1 hazards'. This is in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act 2004.
- 3.2 Where appropriate, we will carry out our responsibilities under the Landlord and Tenant Act 1985 section 11, the Gas Safety (Installation and Use) Regulations 1998, and the Electrical Equipment (Safety) Regulations 1994.
- 3.3 In simple terms, our responsibilities under the Landlord and Tenant Act 1985 section 11 are to keep the following (where provided by us) in good repair and proper working order:
  - 3.3.1 The structure and exterior of the Property (including drains, gutters and external pipes)
  - 3.3.2 The installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us
  - 3.3.3 The installations for space heating and heating water.
- 3.4 We will also keep any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted
- 3.5 However, we will not be responsible for:

- 3.5.1 Carrying out work that you are responsible for under your duty to use the Property in a tenant-like manner';
- 3.5.2 Rebuilding or reinstating the Property if it has been destroyed by fire, storm or flood or some inevitable accident; or
- 3.5.3 Repairing or maintaining anything which belongs to you
- 3.6 If the Property is a flat or maisonette within a larger building, we will have similar obligations towards the rest of the building, but only for damage or neglect which will affect your use of the Property, and only if we are legally entitled to enter the relevant part of the larger building and carry out the necessary work or repairs.

#### **Your responsibilities**

- 3.7 You must not make any alteration or addition to the Property, or do any redecoration without our permission in writing (which we will not refuse or delay without good reason).
- 3.8 You must keep the inside of the Property, and our fixtures and fittings, in good condition, undamaged (other than by fair wear and tear), and clean and tidy.
- 3.9 You must keep any shared areas clean and fit for use by you and anyone else living in or using them.
- 3.10 You must tell us promptly about any repair that is needed, or any act of vandalism done to the Property or any fixtures or items that we are responsible for. If possible you should tell us in writing. Where you have spoken to us about the problem, you should if possible confirm this to us in writing within three days, or as soon as is reasonably practicable.
- 3.11 You will be responsible for the repair of any damage to the Property, or the shared areas, or to our fixtures and fittings, that you have caused (except for fair wear and tear), and you must refund us for any money we have to pay to repair the damage. If for any reason it is not reasonably possible to repair an item then you will be responsible for the reasonable cost of its replacement.
- 3.12 You must not block or obstruct the drains and pipes, gutters and channels in or around the Property, and you must take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months. You will be responsible for paying for or refunding (as far as is reasonable) all losses we and any of your neighbours suffer as a result of your failure to follow this condition.
- 3.13 You must keep the garden (if there is one) neat and tidy and maintained to the same standard as it was in at the start of your tenancy.

#### **4. Health and safety**

(See also the section above on the condition of the Property and disrepair for our responsibilities)

- 4.1 You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).
- 4.2 You must not use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use any oil or liquid petroleum gas fires.
- 4.3 You must not smoke inside the Property or in any shared areas.
- 4.4 You must test all smoke alarms installed in the Property at least once a month, and replace the batteries regularly.
- 4.5 You must keep the Property free from vermin.
- 4.6 You must keep all shared areas free from obstruction.

#### **5. Using the Property**

##### **Our responsibilities:**

- 5.1 We will allow you to use and enjoy the Property during the term without interference from us or anyone acting on our behalf. However, this does not affect our right to take legal action against you to enforce our rights if you break any of the terms of this agreement. (Note - this type of clause is often called the covenant of quiet enjoyment').

### **Your responsibilities:**

- 5.2 You must not allow anyone who is not named in this agreement (apart from, where appropriate, your husband, wife or civil partner and any children of the family aged under 18) to live in or share possession or occupation of the Property with you. This does not apply to visitors but these should not normally stay at the Property for longer than three weeks, without our written permission (which we will not refuse or delay without good reason).
- 5.3 You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business at the Property.
- 5.4 You must not do anything on or at the Property that:
  - 5.4.1 Causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises
  - 5.4.2 Is illegal or immoral
  - 5.4.3 Allows strangers unsupervised access to any shared areas which are not open to the general public.
  - 5.4.4 You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.
- 5.5 You must not leave the Property empty for a continuous period of more than 30 days without telling us, either beforehand or as soon as possible in an emergency, and you must make the Property secure when you are leaving it unattended.
- 5.6 You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).

## **6. Insurance**

### **Our responsibilities**

- 6.1 We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible. We will give you a copy of our insurance policy, or an extract of the relevant parts

### **Your responsibilities**

- 6.2 You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause you will have to repay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to live at or visit the Property.
- 6.3 You should insure your own belongings. You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.
- 6.4 If repairs are required you have to allow the maintenance contractors access during working hours. Failure to do so will result in you being charged for any additional costs for not providing access and for persons having to be called out, out of hours for maintenance.

## **7. Landlords inspections and keys**

- 7.1 You must allow us, or our agent (if any) or anyone with our permission in writing, to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or show the Property to interested tenants or buyers, as long as we have given you at least 24 hours' notice in writing beforehand (except in an emergency).
- 7.2 We are however entitled to visit and inspect any shared areas without giving you any prior notice, provided our visit is for a lawful reason.
- 7.3 We are entitled to keep keys for all the doors to the Property, but we are not entitled to use them to enter the property without your permission (unless it is an emergency).
- 7.4 If you do not return all the keys at the end of your tenancy, we will charge you the reasonable cost of having new locks fitted and keys cut.
- 7.5 Locks cannot be added or replaced without consent and without submitting a spare set to the landlords.

## 8. Notices, post and documents

- 8.1 This clause formally notifies you, under section 48 of the Landlord and Tenant Act 1987, which you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.
- 8.2 You must tell us promptly about any notice or order received by you that affects the Property.
- 8.3 You must forward to us promptly all post received at the property which is addressed to us. If you receive any other post which is not addressed to you, please let us know.
- 8.4 Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy by being personally served on you, or by being either left at the Property or sent to you at the Property by recorded delivery.
- Notices served personally on you will be deemed served at the time of service, if they are left at the property on a business day before 4.30 pm they will be deemed served on that day, otherwise they will be deemed served on the next business day. Notices served by recorded delivery will be deemed served on the second day after posting.
- 8.5 If you have signed to confirm that you consent to service upon you by email at your email address then if any notice or document is sent before 4.30 pm on a business day it will be deemed served on that day. Otherwise it will be deemed served on the next business day after that day.

## 9. Ending or transferring this agreement

- 9.1 You must not transfer ownership of (assign) this tenancy, or sublet it, or borrow any money on the security of the Property or your tenancy.
- 9.2 You cannot normally end this agreement before the end of the fixed term. However, after the first three months of the fixed term, if you can find another suitable tenant to replace you (the new tenant), and if we approve the new tenant (we will not refuse or delay our approval without good reason), you can give written notice to end the tenancy not less than one month from the date that we give our approval. At the end of this notice period, the tenancy will end as long as:
- 9.2.1 You have paid all the rent to the end of your notice period, together with any other money, legally due to us in respect of your tenancy
- 9.2.2 You have refunded to us our reasonable expenses when granting the new tenancy, such as getting references and providing a tenancy agreement, and
- 9.2.3 The new tenant has signed a tenancy agreement with us for a period of either six months or for a period which is equal to the rest of your fixed term. However if this is not done you will remain responsible for the rent until the end of the fixed term, even though you may no longer be living at the Property.
- 9.3 If you stay on after the end of your fixed term, your tenancy will be converted into a monthly tenancy which will run from month to month, starting on the day after your fixed term ended (this is called a **periodic tenancy**). You can end this periodic tenancy at any time by giving us not less than one month notice in writing, starting on the next payment date.
- 9.4 If you do not pay the rent (or any part) within 21 days of the payment date (whether we have formally demanded it or not), or if you do not carry out your obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of part II of schedule 2, and in schedule 2A of the Housing Act 1988 arise, we can repossess the Property and end your tenancy, as long as we follow the proper legal procedure. We keep all our other rights as far as your responsibilities under this agreement are concerned.
- Note: if anyone lives at the Property or if the tenancy is an assured or an assured shorthold tenancy under the Housing Act 1988, we cannot repossess the Property without a court order. This clause does not affect your rights under the Protection from Eviction Act 1977.
- 9.5 If the property is completely destroyed or becomes uninhabitable (for example due to fire or flood), then this agreement will end. However this does not affect the right of either of us to claim against the other in respect of something which happened or did not happen before this agreement ended, or our right to claim against you if the Property was destroyed or becomes uninhabitable because you did not follow or comply with your obligations under this agreement.

## **10. Leaving the Property**

- 10.1 During the last month of the fixed term (and not later than fourteen days before the end of the fixed term), you must tell us whether you intend to stay in the Property or leave at the end of the fixed term. This is to allow us time to make all necessary arrangements for receiving the property back such as arranging for a check out meeting and finding a replacement tenant. You will be responsible for refunding to us any additional expenses which we may incur as a result of your breach of this clause. This clause does not affect your legal rights.
- 10.2 Before you leave, you must, if appropriate, tell all utility companies and arrange for final meter readings. If you are responsible for any unpaid debts or court judgments registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.
- 10.3 You must leave the Property and its contents clean and tidy and in the same condition that they were in at the beginning of the term, with all items on the inventory (if any) in the same rooms that they were in at the start of your tenancy. However, you will not be responsible for any damage caused by fair wear and tear, or for the cost of any damage covered by our insurance policy.
- 10.4 You must give us a forwarding address and telephone number before you leave the Property.
- 10.5 You must remove all rubbish and all personal items (including your own furniture and equipment) from the Property and return all the keys for the Property (together with any identifying key fobs) to us by 11.00 am (or the time given with the fixed term information at the start of this agreement, if this is different) on the last day of the tenancy. If you wish to vacate later than the stated time, you should get our permission in writing, which we will not refuse without good reason.
- 10.6 If you leave any personal items in the Property (the items) at the end of your tenancy, the following will apply:
- 10.6.1 We will send you a notice in writing asking you to remove them.
- 10.6.2 This notice will be sent to the forwarding address given to us by you, and will be either delivered by hand or sent by recorded delivery.
- 10.6.3 If the items are not removed within 14 days of this notice being sent or delivered to you, or if you have not provided us with any forwarding address, we will be entitled to sell or otherwise dispose of the items.
- 10.6.4 You will be responsible for paying our reasonable costs for removing, storing and disposing of the items. We may deduct these costs from the sale proceeds (if any) of the items, and you will be responsible for paying any balance to us. Any net sale proceeds will belong to you.

## **11. Additional clauses:**

### **Broadband**

- 11.1.1 Please note that on occasion the broadband is provided as a gesture of good will and does not form part of your rent payment.
- 11.1.2 You must not upload or download any illegal content.
- 11.1.3 This internet connection is for personal use only and that you should not depend on this for work purposes.
- 11.1.4 Such broadband services if provided, can be withdrawn without notice.

### **Rights of Employees:**

- 11.2.1 *The Landlord appoints its employees as its agents for the purpose of managing the taking and protection of any tenancy deposit and authorises the said employees to sign the necessary certification that the information required by the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 is accurate to the best of the Landlord's knowledge and belief on its behalf as agents for the Landlord.*
- 11.2.2 *The Landlord further authorises the said employees to sign any other documents deemed necessary.*

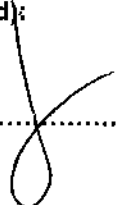


**Rent Increase:**

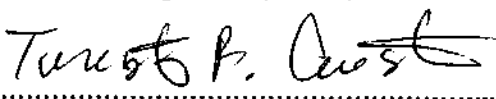
- 11.3.1 You agree that we may increase the rent by serving a rent review notice on you. The Rent may not increase by more than a maximum of 5% or the local housing allowance (whichever is greater) through any single rent review.
- 11.3.2 Any rent review notice we serve on you will be in writing. It will provide you with at least one calendar month in notice prior to the date of the rent increase taking effect. The notice will state the amount by which the rent will increase, the new rental amount and the the date on which the new Rent is payable from.
- 11.3.3 The initial rent increase will take effect no earlier than the first anniversary of the commencement of this Agreement.
- 11.3.4 The initial rent increase will take effect no earlier than the first anniversary of the commencement of this Agreement.
- 11.3.5 Once a rent increase has occurred, subsequent rent increases may take effect no earlier the anniversary of the date the last rent increase took effect.

**Signed as a Deed:**


**Our signature (landlord):**

.....  


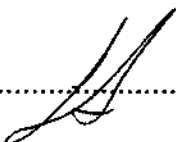
**Your signature (tenant):**

.....  


**\*Signed in the presence of:**

.....  


**\*Signed in the presence of:**

.....  


**\*Name and address of witness:**

.....  
PETRU LUCUTA  
.....  
30 PRESTON HILL  
.....  
HARROW, HA3 9SD  
.....

**\*Name and address of witness:**

.....  
PETRU LUCUTA  
.....  
30 PRESTON HILL  
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HARROW, HA3 9SD  
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