

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

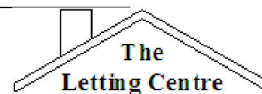
General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004, as amended by the Localism Act 2011. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term period the tenant is required to give at least 28 days' notice (or one month in the case of a monthly tenancy) in writing to end the tenancy. The notice must end on the first or last day of a period of the tenancy in accordance with the common law rules. The landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988.

More Information

For more information on using this tenancy agreement please refer to our website:

www.letlink.co.uk



THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date

Landlord(s) Welby Ltd
Landlord's Address 37 Belsize Avenue, London, NW3 4BN
Landlord(s) Agent Stones Residential
Agents Address 5 Adelaide Road
Chalk Farm
London
NW3 3QE

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s) Mr Mohamed Salman Mohamed Husain Alwasaibei
Of Flat 10 Brooke House, 3 Fletcher Street, London, E1 8GN
Tenant(s) Email (see clause 12.4)
mohamed.alwasaibei@gmail.com

Number of Permitted Adult Occupiers

One

Property The dwelling known as C5, 165 Haverstock Hill, London, NW3 4QT

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term For the term of 12 months commencing on 1st March 2018 expiring on 28th February 2019

Rent £1,220.00 per calendar month inclusive of all bills.
Payable by standing order (other payment methods may be mutually agreed in writing)

Payment £1,220.00 paid in advance by equal payment on the 1st of each month payable to the Landlord.

Deposit A deposit of £1,523.07 is payable on signing this Agreement. It is protected by the Landlord by the following scheme
The Deposit Protection Service www.depositprotection.com

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2.1 Deposit. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this Agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet and website)

The Deposit has been taken for the following purposes:

Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord

The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings

Any rent or other money due or payable by the Tenant under the tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy

The cost of the Inventory out at expiration or sooner determination of tenancy as per clause 6.11

Any administration costs as per clauses 6.10, 6.9, 6.8

Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable

2.2 Inventory. The parties will agree an inventory for the Property. The Tenant shall return a signed copy of the Inventory given to the Tenant at the start of the tenancy within the first week of occupation, with any appropriate alterations or notes as required

The Tenant agrees with the Landlord: (clauses 3 to 7)

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord. Interest may be payable on any late rental payments

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric, television licence and telephone charges (if any) relating to the Property, where they are incurred during the period of the Agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant's name on commencement of this tenancy and to notify the Landlord prior to changing supplier for any of the utility services stated above

(3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord for his reasonable expenses

4. Use of the Property

(4.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property

(4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance, damage or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises

(4.5) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

(4.8) All adults (over 18 years old) living at the Property must be named on this tenancy agreement, and not exceed the number of Permitted Adult Occupiers given above. Because of licensing regulations, a Landlord may be prosecuted and fined for allowing this number to be exceeded. Where the Tenant comprises more than a single family unit, any addition to the number of people living at the Property should be notified to the Landlord at the earliest reasonable opportunity.

(4.9) **This is a non-smoking Property.** The Tenant agrees not to smoke or permit any family member, guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's prior written consent

5. Repairs

(5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused. The Tenant agrees to pay for any damage caused by his family or his visitors or any other permitted occupiers

(5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed

(5.3) To pay the reasonable costs reasonably incurred by the Landlord in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

(5.4) That the Landlord or any person authorised by the Landlord may at reasonable times of the day on giving 24 hours' written notice (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair

(5.5) To keep the gardens, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests

(5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord to be met by the Tenant

(5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent

(5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(5.10) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation

(5.11) In order to comply with the Gas Safety Regulations, it is necessary:

(i) that the ventilators provided for this purpose in the Property should not be blocked

(j) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Any faulty alarms should be reported to the Landlord

(5.15) To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturers or Landlord's instructions (where instructions have been provided)

(5.16) To take all reasonable steps to keep the Property free from infestation by vermin and to pay all reasonable costs incurred for the removal of any infestation which is attributable to the Tenant or his family or visitors or any other permitted occupiers

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To pay for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement

(6.3) The Tenant agrees to refund any sum repayable by the Landlord to the Local Authority in respect of errors or overpayments of Housing Benefit, Universal Credit or equivalent housing support

(6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it

(6.5) To properly secure the Property including all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the Rent is paid, to notify the Landlord, and to allow him access to the Property in order to secure it where necessary

(6.6) Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission

(6.7) To pay any call-out charges incurred as a result of the Tenant's occupation (such as lost keys, or alarm codes), unless authorised either explicitly by the Landlord, or implicitly under the Landlord's repairing obligations

(6.8) The Tenant shall be liable to pay an administration charge of £18.00 Inc VAT (£15.00 plus VAT) for each and every letter sent by the Landlord or Agent requesting payment of rent which is more than seven days in arrears

(6.9) If for any reason a cheque provided by the tenant for payment of rent is returned by the Tenants bank or if the rent is paid by bankers standing order and the standing order payment is rejected then in such circumstances the Tenant shall be liable to pay an administrative charge of £36.00 Inc VAT (£30.00 plus VAT) on each and every occasion

(6.10) Should the tenant renew this tenancy on either a statutory periodic or a fixed term the tenant shall be liable for an administration charge of £60.00 Inc VAT (£50.00 plus VAT) payable annually for the duration of Tenancy and is payable each year thereafter until expiration or sooner determination of this agreement

(6.11) In the event that an inventory of the property is provided the Landlord shall be responsible for charges made by the inventory company for the inventory at the commencement of the tenancy and the tenant shall be responsible for the charges made by the Inventory company for the inventory out at the termination of tenancy

7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy and to remove all the Tenant's personal effects and any waste or rubbish from the Property

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(7.3) To return the keys of the Property to the Landlord on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord in securing the Property against re-entry where keys are not returned

(7.4) To provide a forwarding address to the Landlord either prior to or at the end of the tenancy

(7.5) To arrange with all utility providers for final meter readings at the Property to be supplied and final bills to be paid at the end of the tenancy

(7.6) To allow the Landlord, within the last two months of the tenancy, to erect a sign on or outside the Property to indicate that the Property is for sale or available to let

(7.7) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice

(7.8) Where the Property has been professionally cleaned at the start of the tenancy, to pay for professional cleaning, where it is required, to bring the Property to that same clean state or condition as it was at the start of the tenancy

8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord; however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this Agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination

9. Forfeiture Provision. The Landlord may apply to the court to end this tenancy and repossess the Property if:

- (a) the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or
- (b) the Tenant does not comply with the obligations set out in this Agreement; or
- (c) the Landlord was induced to grant the tenancy by a false statement; or
- (d) any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy

This termination clause operates subject to the proviso that the Landlord must obtain a court order before repossessing the Property

IMPORTANT. Only the Court can order the Tenant to give up possession of the Property

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

12. The parties agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 - see note 5 (subject to the clause below).

(12.4) That notices and other documents given in connection with this tenancy may be served by email on the Tenant and the Tenant accepts service of such notices and documents at the email address(es) supplied above. The notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent. *[The Tenant may delete the email address listed above if the Tenant does not agree to this clause].*

(12.5) Whilst the Landlord shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with trusted third parties such as utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Landlord will not divulge personal contact details to any third party organisation for marketing purposes without prior approval

(12.6) The Premises being subject to a mortgage granted before the beginning of the Tenancy and the mortgagee requiring possession of the Premises with vacant possession in exercise of its power of sale then this Tenancy may be determined

13. Special Conditions. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (N.B. Clauses in this section have been individually negotiated)

Special conditions: (attach a separate sheet if necessary)

SIGNED by the LANDLORD(S) :-

DocuSigned by:
[Redacted Signature]
AFDFFA1387FC47B...

In the presence of :-

Name
Address
.....
Occupation
Witness Signature

SIGNED by the TENANT(S) :-

DocuSigned by:
[Redacted Signature]
BF8A5E381F52411...

In the presence of :-

Name
Address
.....
Occupation
Witness Signature

N.B. Any counterpart tenancy agreement should be signed and dated by all tenants