

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT INFORMATION

This Agreement creates an Assured Shorthold Tenancy as defined by **Section 19A of the Housing Act 1988** as amended by the **Housing Act 1996**. Subject to the Landlord's compliance with the HA 2004 the Landlord will therefore be entitled to recovery of possession of the premises in accordance with the provisions of **Section 21 of the Housing Act 1988** (as amended 1996) by serving upon the tenant at least two months' notice in writing. **Please note that notice cannot be served by the landlord in the first four months of an assured shorthold tenancy that began on or after 1st October 2015. This also applies where a tenancy is renewed on or after 1 October 2015.**

This Agreement also complies with the Tenant Fees Act 2019

Definitions

The intention of this list is to provide help and guidance to explain or clarify some of the terms of this Agreement. It is not meant to be an exhaustive or comprehensive list. Where there is any doubt, only the court can decide on a definitive interpretation of any term, clause or any part of this agreement.

"The Landlord(s)" will include any person who holds an entitlement to the legal ownership of the Premises at the conclusion of the Tenancy which has hereby been created.

"The Tenant" will include all persons that have title under the tenant.

"The Agent" means (name of agent) of (address/ NB registered office if limited company). Or such other Agent as the landlord may appoint. Such definition maybe updated from time to time by notice in writing to the Tenant.

ICE – Independent Case Examiner

"The Premises" will include any parts or all of the Premises that the tenant is entitled to use within this agreement, and curtilage of the same, together with the garden, garage and parking space (if applicable), but excluding (add any parts excluded from tenancy)

References to the male gender will include the female gender.

References to the singular include the plural.

References to an Agreement refers to the tenancy created by this document.

"The Term" or "The Tenancy" includes the period from and including the Commencement Date to and including the Expiration Date and any extension or continuation thereof or any statutory periodic tenancy which may arise following the Expiration Date specified in clause 2 of this Agreement.

"Water Charges" includes references to sewage and environmental service charges.

The "Fixtures and Fittings" includes the Landlords fixtures fittings furniture and effects in the Premises including the floor ceiling and wall covering and all matters specified in the Inventory and Schedule and of Condition

Where the Tenant is more than one person, the Tenant's covenants are joint and several. The expression "joint and several" means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the tenancy or any extension thereof as well as any breach of the Agreement; and individually each Tenant is responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement, until all debts have been discharged in full.

Assignment of a tenancy – this is the process of legally transferring a tenancy from one person to another. This is often referred to as 'change of sharer'.

Communication service – a service enabling any of the following to be used: a telephone other than a mobile phone, the internet, cable television, satellite television.

Tenant's initials

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Agent/Landlord's initials

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Commencement date – the date on which the Tenant Fees Act 2019 comes into force, 1 June 2019, for all new applicable tenancies.

Damages – an amount of money that a landlord or agent can be entitled to seek from a tenant where they have suffered a financial loss due to the tenant not obeying the terms of the tenancy agreement.

Default fee – a payment that can be charged to a tenant (where it is set out in the tenancy agreement) in the event of late rent payments that are more than 14 days overdue or where a key/security device giving access to the housing has been lost.

Fixed term agreement – a tenancy agreement, i.e. ‘contract’ that is set for a period of time, such as 12 or 18 months.

Holding deposit – money paid by or on behalf of a tenant to a landlord or letting agent to formally agree they will proceed with a tenancy on the agreed terms, provided certain agreed conditions are met by the tenant (i.e. reference checks).

Joint tenancy – a tenancy agreement where more than person is named and signs. This means that responsibility for making payments is shared by the people named on the tenancy agreement.

Novation of a tenancy – involves in the creation of a new contract and requiring consent of all parties.

Permitted payment – a payment that a tenant can lawfully be required to make, as per Schedule 1 of the Tenant Fees Act 2019, i.e. rent, tenancy deposit, holding deposit, payment in the event of a default, payment on variation, assignment or novation of a tenancy, for the termination of a tenancy, for council tax, utilities, television licence or for a communication service.

Contractual Periodic – usually where no changes have been made to a contract at the end of a fixed term tenancy and as a result, the tenancy automatically renews but continues on a rolling month-by-month basis.

Tenancy deposit – this is money a tenant pays to a landlord or their letting agent as security for the performance of any obligations of the tenant, or the discharge of any liability (i.e. responsibilities) of a tenant arising under or in connection with a tenancy. A landlord is usually legally required to protect a tenant’s deposit.

Tenant – this is usually a person living in a rented property. A tenant is usually required to pay rent to a landlord.

Variation of a tenancy – this is the process of making a change to a tenancy agreement.

Tenant’s initials 

Agent/Landlord’s initials 

This Agreement is made on the:

Landlord(s) Name(s): Welby Ltd
Address: 37 Belsize Avenue, London, NW3 4BN

Landlords Agent: Stones Residential
Address: 5 Adelaide Road, London, NW3 3QE

(Address for service under Section 47 & 48 of the Landlord and Tenant Act 1987)

Tenant(s) Name(s): Mr Mohamed Salman Mohamed Husain Alwasaibei
Address: C5, 165 Haverstock Hill, London, NW3 4QT

The Landlord lets to the Tenant the residential premises known as:

C5, 165 Haverstock Hill, London, NW3 4QT

Rent: £1,150.00 per calendar month inclusive of all utilities

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

2. The Tenancy will be for the term of 12 months commencing on 1st March 2021 and expiring on 28th February 2022

3. £1,150.00 paid in advance by equal payments due on the 1st of each month payable to the Landlord.

Interest: Any interest earned will belong to The Agent

Member: The Member refers to either the Agent or Landlord, whoever is registered with the Tenancy Deposit Scheme for the purposes of holding the Deposit Stakeholder: Refers to how the Deposit is held on behalf of the Tenant according to the rules of the Tenancy Deposit Scheme

4. Deposit

4.1 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his or his Agent's possession monies in respect of the Deposit.

4.2 The Tenant shall pay to the Landlords Agent upon signing this Agreement £1,326.92 by way of a security deposit ("the Deposit") in line with the Tenant Fees Act 2019.

The Deposit is held by the Agent as Stakeholder. The Agent is a Member of the Tenancy Deposit Scheme. Deductions may be made from the Deposit according to the terms of this Agreement

4.3.1 The Landlord acknowledges that the deposit referred to in Clause 4.2 has been paid by the Tenant to the Agent and that such deposit will be held and/or dealt with in accordance with the Tenancy Deposit Schemes as provided for in the Housing Act 2004 and the Localism Act 2011. Subject thereto the Landlord shall have a right to claim against the deposit for: -

4.3.2 Any damage or compensation for damage to the Premises its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at the commencement of the Tenancy

4.3.3 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying or enforcing any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises its Fixtures and Fittings, and any additional charges/expenses incurred by the Landlord or Agent relating thereto or by legal/professional advisers.

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

4.3.5 Any instalment of rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the Tenancy.

Tenant's initials 

Agent/Landlord's initials 

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

4.4 Tenancy Deposit Protection Prescribed Information

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

The Dispute Service Limited
 1 The Progression Centre
 42 Mark Road
 Hemel Hempstead
 HP2 7DW
 Phone: 0300 037 1000
 Email: deposits@tenancydepositscheme.com
 Web: www.tenancydepositscheme.com

- 4.4.2 A leaflet entitled 'What is the Tenancy Deposit Scheme?' explaining how the Deposit is protected by the Housing Act 2004, is attached to this document. Please click on the link below.
<https://www.tenancydepositscheme.com/resources/files/WhatistheTenancyDepositScheme.pdf> for further information provided by the scheme.
- 4.4.3 The Deposit will only be repaid at the end of the tenancy when the obligations in the tenancy agreement and subclauses have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the ICE, or on the order of a court.
- 4.4.4 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to The Dispute Service Limited for the free alternative dispute resolution service or seek a county court order for a judgement on their claim
- 4.4.5 The Dispute Service Limited offer free dispute resolution for deposits covered by them. Applications should be made to The Dispute Service Limited.
- 4.4.6 The Deposit value is as per clause 4.2.
- 4.4.7 The address of the Property is as shown on Page 3 of this agreement
- 4.4.8 The contact details of the Landlord are as shown on Page 3 of this agreement
- 4.4.9 The contact details of the Tenant are as shown on Page 3 of this agreement
- 4.4.10 The reasons for possible deductions from the Deposit are listed in clause 4.3 and sub clauses.
- 4.4.11 The Lead Tenant for this tenancy will be Mr Mohamed Salman Mohamed Husain Alwasaibei. The parties forming the Tenancy, declare that the Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Lead Tenant will be binding on all the parties forming the Tenant in this tenancy agreement, subject to the terms of the appropriate tenancy deposit scheme.
- 4.4.12 At the termination of the Tenancy the parties will use their best endeavours acting in good faith to agree the deductions which should be made from the deposit and will in any event, within twenty days of the termination of the Tenancy, notify the Agent of what sums/issues remain in dispute.
- 4.4.13 The Letting Agent/Landlord will as soon as reasonably practicable after such notification, refer the dispute to the administrator of the Tenancy Deposit Scheme subscribed to who will then determine matters in accordance with the provisions of that scheme. Such a referral does not prejudice the rights of the Tenant to make his own separate or additional referral following the termination of the Tenancy. This does not prejudice either party's rights to apply to court.

5. THE TENANT AGREES WITH THE LANDLORD as follows:-

5.1 Rent

Tenant's initials 

Agent/Landlord's initials 

- 5.1.1 To pay the rent according to the terms of the Agreement whether formally demanded or not without any deduction or right of set-off whatsoever.
- 5.1.2 To pay the rent as stated in clause 3 at the times and in the manner specified in this Agreement and that in the event of the Tenant failing to pay any or all of the rent on the date that the rent is due, and/or any other money payable under this Agreement remaining unpaid after the same becomes payable to pay interest as per Schedule 1, of the Tenant Fees Act 2019. Interest will be added to each day after the due date for which the rent remains unpaid, an annual percentage rate of +3% above the Bank of England base rate such interest to be calculated upon a daily basis on all outstanding monies from the date upon which each payment becomes payable until payment is made in cleared funds.
- 5.1.3 To pay the Landlord's reasonable costs incurred as a result of any breach of the terms of the tenancy by the Tenant
- 5.1.4 That any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the Premises to that third party whatsoever.
- 5.1.5 It is agreed that if the Landlord or Agent, where appointed, accepts money after one of the conditions which may lead to a claim for possession by the Landlord, acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
- 5.1.6 After the first 12 months of this Agreement has passed, the rent shall be increased with such increase to be in line with the Retail Price Index (RPI) for the 12 months immediately preceding the increase with a minimum increase of 3% and a maximum increase of 5%. Thereafter once the fixed term of the Agreement has expired, if the tenancy rolls over into a periodic Agreement, the rent will continue to be increased on a yearly basis in line with the RPI for the preceding 12 months with a minimum increase of 3% and a maximum increase of 5%.
- 5.1.7 To pay the reasonable costs of the Landlord or his Agent where the Tenant requests early termination of the tenancy, and the Landlord has accepted the request, or where the Tenant fails to give the legally required notice to end a periodic tenancy
- 5.1.8 To pay the reasonable costs of the Landlord or his Agent where the Tenant requests a variation to the tenancy

5.2 Condition of Premises, Repair and Cleaning

- 5.2.1 To keep the Premises in good repair. The Tenant agrees to keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term and to safeguard them from destruction or damage 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 or delayed. The Tenant agrees to pay for any damage caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers
- 5.2.2 To pay for the replacement or repair of any Fixtures, Fittings and Furniture or other contents, that are broken lost stolen damaged or destroyed during the Term or at the option of the Landlord to compensate for these items and not to remove or permit to be removed any furniture or other contents from the Property
- 5.2.3 To use the Premises in a Tenant like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises and the Fixtures and Fittings at the termination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations and to deliver all keys for the Premises to the Landlord or Agent. / 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
- 5.2.4 To replace within a reasonable time all cracked or broken glass at the Premises during the Tenancy with the same quality glass as soon as reasonably possible
- 5.2.5 To keep all electric lights in good working order and in particular to replace all fuses bulbs and 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)
- 5.2.6 To keep all smoke detectors / carbon monoxide detectors in good working order and in particular to replace all batteries as and when necessary. After the landlord's test on the first day of the tenancy, tenants should take responsibility for their own safety and test all alarms regularly to make sure they are in working order as per The Smoke and Carbon Monoxide Alarm (England) Regulations 2015. Testing monthly is generally considered an appropriate frequency for smoke alarms & carbon monoxide. If tenants find that their

Tenant's initials 

Agent/Landlord's initials 

- alarm(s) are not in working order during the tenancy, they are advised to arrange the replacement of the batteries or the alarm itself with the relevant landlord. 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 Agent
- 5.2.7 To keep the drains free from obstruction and to have all the chimneys and flues (if any) to the Premises cleaned and swept as often as necessary.
- 5.2.8 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, to include emptying of cesspit tank and septic tanks annually and upon vacation.
- 5.2.9 The tenant is not permitted to use the chimney
- 5.2.10 To keep all electrical appliances and apparatus in good working order during the Tenancy and to pay the television set licence fee for any television set or device requiring such licence.
- 5.2.11 To notify the Landlord or the Landlord's Agent immediately in writing of any damage destruction or loss that may happen at the Premises or to the Fixtures and Fittings howsoever caused. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent
- 5.2.12 To notify the Landlord or the Landlord's Agent immediately in writing as per the Deregulation Act 2015 should repairs become necessary for which the Tenant is not liable and in no circumstances (except in the case of an emergency) should the Tenant arrange or give instructions for any such repairs to be carried out except at the written request of the Landlord or the Landlord's Agent otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision. In the event of an emergency repair, the Landlord will reimburse the Tenant any reasonable costs incurred by the tenant in carrying out the Landlord's obligations.
- 5.2.13 Not to carry out any redecoration at the Premises or any part including the Fixtures and Fittings without the prior written approval of the Landlord or Landlord's Agent, such consent not to be unreasonably withheld and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration or sooner termination of the Tenancy.
- 5.2.14 Not to make any alteration or additions to the Premises or Fixtures and Fittings without the prior written approval of the Landlord or Landlord's Agent, such approval not to be unreasonably withheld or delayed.
- 5.2.15 Not to remove any of the Fixtures and Fittings specified in the Inventory and Schedule of Condition and to pay for the repair or replacement of any items which have been broken, lost, damaged or destroyed during the Tenancy. Any replacements will need to be first approved by the Landlord or the Landlord's Agent. Where the Landlord's belongings Fixtures and Fittings are moved or placed in storage of any kind in breach of this clause, any resulting damage to such items will be at the cost of the Tenant. All Fixtures and Fittings to be left in the same location as at the start of the tenancy
- 5.2.16 To leave the Landlord's Furniture, Furnishings and Effects at the expiration or sooner termination of the Tenancy in the rooms and places in which they were at the commencement of Tenancy.
- 5.2.17 To take all appropriate precautions to prevent damage occurring to the Premises and any installations and Fixtures and Fittings in the Premises which may be caused by frost or cold weather including but not limited to providing adequate heating and ventilation to the Premises.
- 5.2.18 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), the Tenant agrees to be responsible for the reasonable cost of the contractors visit.
- 5.2.19 To take all reasonable precautions to prevent damage to the Premises and any installations and Fixtures and Fittings which may be caused by any inclement weather conditions, including but not limited to closing windows to prevent precipitation (rain/snow etc) from entering the Premises.
- 5.2.20 Keep the property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost

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 Tenant's initials

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 Agent/Landlord's initials

- 5.2.21 Not use any gas appliance that has been declared unsafe by a GAS SAFE engineer or disconnected from the supply.
- 5.2.22 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 5.2.23 To keep the windows of the Premises, clean internally and externally.
- 5.2.24 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement to carry out the same within one month or sooner where appropriate and if the Tenant shall fail to comply with such notice then the Landlord or Landlord's Agent may enter upon the Premises with workmen and carry out such repairs or other works at the Tenant's expense.

5.3 Utilities

- 5.3.1 To notify each supplier and arrange for the electricity gas, water, TV licence (as required) and Telephone services (as available to the Premises) to be immediately transferred into the Tenant's name on the signing of this Agreement and to inform the Landlord or Landlord's Agent of any change of supplier for any of the utility services. The Tenant also agrees to pay for all such accounts in respect of the Premises where appropriate and to settle all outstanding accounts with such services immediately before the termination of this Agreement.
- 5.3.2 To pay for all Water Rates and services, all Council Tax charges, TV Licence, Communication Services and any other charges levied on the Premises for which the tenant is responsible as per Schedule 1 of the Tenant Fees Act 2019 and to inform the Landlord or Landlord's Agent of any changes to the utility suppliers. The Tenant also agrees to settle all outstanding accounts with such services immediately before the termination of this Agreement.
- 5.3.3 Not to tamper, interfere with, alter, add to the gas, electrical, and water installations and meters in or serving the premises.
- 5.3.4 The Tenant shall request permission in writing any of the utility meters to be changed. Should the tenant breach this clause, the tenant will be responsible for replacing or making good any changes.
- 5.3.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant then the Tenant shall repay to the Landlord all reasonably incurred costs in connection with the reconnection of such service (including any arrears).
- 5.3.6 Not to change the telephone number without the prior written consent of the Landlord or Landlord's Agent or to procure the transfer of the telephone number to any other address

5.4 Access and Inspections

- 5.4.1 To allow the Landlord, the Landlord's Agent or any other person authorised by the Landlord with or without any necessary equipment to enter the Premises at all reasonable times of the day by giving the Tenant not less than 24 hours' notice (except in the case of an emergency) in writing to visit and examine the condition of the Premises and to carry out any repairs, maintenance, alterations or replace the Fixtures and Fittings for the purpose of complying with any obligations imposed on the Landlord by law.
- 5.4.2 To allow the Premises to be viewed during the last two months of the Tenancy by prior appointment made by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a tenant the Premises for re-let and to allow the erection of a 'To let' board(s) on the Premises.
- 5.4.3 To allow the Premises to be viewed throughout the Tenancy by prior appointment made by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a prospective buyer the Premises for sale and to allow the erection of a "For Sale" board(s) on the Premises.
- 5.4.4 To allow onto the Premises any party that may reasonably require such access to carry out work to a neighbouring property or any boundary divide. 24 hours' notice in writing will be given, except in the case of an emergency.

5.5 Assignment and Subletting

Tenant's initials 

Agent/Landlord's initials 

- 5.5.1 The Tenant agrees not to assign sublet part with or share the Premises with any persons other than the persons named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises, such approval not to be unreasonably withheld. Tenant is also specifically forbidden from sharing or renting out the premises through services such as Air BnB
- 5.5.2 Not to take in Lodgers or Paying Guests without the Landlord's written consent
- 5.5.3 Not permit any visitor to stay for a period of more than 2 weeks within any 6-month period. To use the Property as a single private dwelling as the Tenant's only or principal home and not to use it or any part of it for any other purpose nor to allow anyone else to do so and not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

5.6 Illegal, Immoral usage

Not to use the Premises for any Illegal, Improper or Immoral use or use or consume in or about the Premises any prohibited or controlled substances or any of the drugs mentioned in the Misuse of Drugs Act 1971.

5.7 Locks and Keys

- 5.7.1 The Tenant agrees not to install or change any locks in the Premises without the Landlord's or Landlord's Agent prior written consent.
- 5.7.2 If any lock is installed or changed at the Premises without the Landlord's prior written consent, then the Tenant will immediately provide a key to the replacement locks to the Landlord and Agent, 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 further agrees to deliver to the Landlord or Agent all keys at the termination of the Tenancy.
- 5.7.3 The tenant is responsible for ensuring that they look after all keys and security devices for the property throughout the tenancy. If they fail to do so, they will be responsible for covering the reasonable costs of replacement. This default fee is permitted as per Schedule 1 of the Tenant Fees Act 2019 for the loss of any keys, fobs or security devices which give access to the property, windows, gates, communal doors and entrances.
- 5.7.4 The Tenant agrees to activate any alarm systems at the premises and replace any required batteries on such systems and also not to change any code numbers/activation codes without the written consent of the Landlord, such consent not to be unreasonably withheld.

5.8 Noise and Nuisance

- 5.8.1 The Tenant agrees not to do anything at or in connection with the Premises that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Premises or any adjoining or neighboring premises or their occupiers or owners thereof.
- 5.8.2 Not to play any musical instrument or use any stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Premises or which is likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighboring, adjoining or adjacent premises.

5.9 Washing

Not to hang any washing, clothes or other articles outside the Premises other than in such places as the Landlord designates or permits and not to hang or place wet or damp articles of washing upon any of the Landlord's furniture or room heaters, for the avoidance of doubt, this includes radiators.

5.10 Refuse

To remove all rubbish from the Premises and to place the same within the dustbins or receptacles provided and where any dustbins have been provided to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin at expiration to remove waste or rubbish from the Property

5.11 Inflammable substances and equipment

Not to keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the Premises and not store or bring any articles of an especially combustible inflammable or dangerous nature in to the Premises whereby any insurance on the Premises may become void or voidable or where the rate of premium may increase.

Tenant's initials 

Agent/Landlord's initials 

5.12 Gardens and Driveways

Where any garden, driveways, pathways, lawns, hedges, ponds and rockeries are included in the Tenancy the Tenant agrees to keep them clean and tidy, properly cultivated and free from weeds and to keep any grass regularly mown, and trees and shrubs pruned and not to be cut down or removed. Furthermore, the Tenant agrees not to alter the layout of any garden, driveways, pathways, lawns, hedges, ponds and rockeries without the Landlord's prior written consent.

5.13 Animals and Pets

Not to keep any animals, reptiles or birds on the Premises without the prior written consent of the Landlord. If the Landlord gives his written consent for the Tenant to keep any animal, reptile or bird on the Premises. In the event such permission is granted that landlord reserves the right to stipulate conditions and charge rent for the animal in question.

5.14 Smoking

This is a no smoking and no vaping Property. The Tenant agrees not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the Premises without the Landlords or Agents prior written consent which will not be unreasonably withheld. In the event of the Landlord giving such consent to the Tenant, the Tenant agrees to pay the Landlord for any cleaning and/or redecoration costs that the Landlord may incur as a result of the Tenant (or the Tenants guests) smoking in the Premises.

5.15 Sanitation, Pipes, Drains and Gutters

- 5.15.1 The Tenant agrees to keep in good working order and free from obstruction all baths, sinks, taps, waste disposal units, lavatories, cisterns, drains, waste and other pipes, ducts, gutters, down pipes and gullies on or serving the Premises and to indemnify the Landlord for any damage caused by any breach of this stipulation.
- 5.15.2 The Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables, or any apparatus or installation relating to the utility services serving the Premises.
- 5.15.3 The Tenant agrees to take adequate precautions to avoid damage by frost and freezing to any of the said drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Premises.
- 5.15.4 The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances, waste pipes or drains within the Premises.

5.16 Empty Premises

- 5.16.1 Whenever the Premises is left unattended, the Tenant agrees to fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Premises, and that any Premises alarm system is activated.
- 5.16.2 Not to leave the Premises vacant or unoccupied for a period in excess of 14 consecutive days without first giving written notice to the Landlord or Landlord's Agent of his intention to do so, and before doing so the Tenant will take adequate steps to ensure that the Premises is protected against the risk of damage by frost, by either draining down all water supplies in or serving the Premises and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Premises is vacant.
- 5.16.3 If you do leave the premises empty for long periods of time, upon your return, you must flush through the water systems, taps, showers and so on.

5.18 Costs and expenses

- 5.18.1 As per Schedule 1 of the Tenant Fees Act 2019, a permitted payment will be made by the Tenant to the letting agent/landlord in consideration of arranging the early termination/surrender of a tenancy made at the tenant's request. This will be in the case of a fixed term tenancy, before the end of the term, or in the case of a periodic tenancy, without the tenant giving the period of notice required under the tenancy agreement or by virtue of any rule of law. In the event of the Tenant vacating the property in breach of the Tenancy before the end of the stated period in any way with or without the Landlords consent in writing, the Tenant agrees to pay the full reasonable cost of re-letting and shall remain responsible for all Tenancy obligations.

DS

 Tenant's initials

DS

 Agent/Landlord's initials

- 5.18.2 As per Schedule 1 of the Tenant Fees Act 2019, a permitted payment will be made to the Letting Agent by the Tenant for any Variation, Assignment or Novation to the Tenancy made at the Tenant's request. This includes but is not limited to change of sharer and any other amendment which alters the obligations of the agreement
- 5.18.3 To pay the cost of any bank or other charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonored or if any standing order payment is not made. This includes interest and overdraft charges.
- 5.19.4 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's or Landlord's Agent written consent, such consent not be unreasonable withheld or delayed, and where such consent is granted to meet all reasonable costs of installation removal and thereafter make good any resultant damage as required by the Landlord

5.19 Affixation of Items

- 5.19.1 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, blue/white tack, or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.

5.20 Alterations and Redecoration

- 5.20.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture, or injure any of the walls partitions or timbers of the same without the Landlord's or Landlord's Agents prior written consent such consent not to be unreasonably withheld or delayed.
- 5.20.2 Not to permit any waste, spoil or destruction to the Premises or Fixtures and Fittings.

5.21 Inventory, Check in and Checkout

- 5.21.1 Where the Landlord or his Agent has prepared an inventory for the Property and given a copy to the Tenant at the start of the tenancy, unless the Tenant returns a signed copy of the Inventory within the first week of occupation with any appropriate alterations or notes as required, it shall be taken that the Tenant accepts the Inventory as a full and accurate record of the condition of the Property and its contents

5.22 End of Tenancy

- 5.22.1 To leave the Landlord's Fixtures and Fittings at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.
- 5.22.2 To return the keys of the Premises to the Landlord or Landlord's Agent on the agreed termination date, or at the end of the tenancy, whichever is sooner, and to pay for any reasonable charges incurred by the Landlord or Landlord's agent in securing the Premises against re-entry where the keys have not been returned.
- 5.22.3 The Tenant will remove all items belonging to him/her prior to the termination of this Agreement. If any of the Tenant's items belonging to him/her or belonging to members of the Tenant's family or guests have not been removed from the Premises at the time of vacant possession the Tenant agrees:
- 5.22.3.1 To pay the Landlord damages at a rate equal to the daily rent payable or the Premises until the Tenant has removed all such goods and;
- 5.22.3.2 The Tenant will remain liable for the rent and utility charges at the Premises until such time as the Premises has been returned to the Landlord or Landlord's agent without any further hindrance by the tenant or any other occupier at the Premises.
- 5.22.3.3 To make good any reasonable storage or other similar costs to the Landlord for 14 days after which point all remaining belongings will be disposed of at the cost of the tenant.
- 5.22.4 As soon as is reasonably practicable just before or immediately after the termination of the tenancy to provide to the Landlord or Agent a forwarding or correspondence address.

5.23 Insurance

- 5.23.1 Not to do anything whereby the Landlord's policy of insurance in respect of the Premises or on the Fixtures and Fittings may become void or voidable in full or part or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about

Tenant's initials 

Agent/Landlord's initials 

any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his/her responsibility to insure and are not covered by any insurance policy maintained by the Landlord.

- 5.23.2 In the event of loss or damage by fire, theft, or impact or other causes immediately to inform the Landlord or his Agent and then to give full written details thereof immediately in order to enable the Landlord to make a claim to the Landlord's insurance company. 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
- 5.23.3 As a condition of entering into this tenancy agreement the tenant shall: Ensure they have sufficient means to cover their liability for accidental damage to the landlord's property, furniture, fixtures, and fittings" and be responsible for effecting any insurance the Tenant requires for their own possessions
- 5.23.4 In the event of the Premises being broken into or damaged by a third party to immediately report the incident to the police and obtain a crime report or incident number and provide these details to the Landlord or the Landlord's Agent immediately.
- 5.23.5 In the event of a claim on the Landlords insurance policy due to a breach of this agreement, and/or an act or omission on the part of the Tenant or their guest, visitor or any other permitted occupant of the tenant, the Tenant agrees to reimburse the Landlord for any increase in premiums and/or and excess amount related to such claim.

5.24 Distance Selling Regulations

The Tenant's rights to a 14 day cooling off period under the Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the Tenancy by signing the Tenancy Agreement. You can find a full copy of this at: <http://www.legislation.gov.uk/uksi/2000/2334/contents/made>

5.25 Data Protection and General Data Protection Regulations

The Agent, Stones Residential, may collect some or all of the following personal data. This may vary according to your relationship with us: -

Full name, date of birth, address, email addresses, telephone numbers, business name, job title, profession, employment status, bank details, national insurance number, nationality, forms of identification (passport, driver's licence)

Under the General Data Protection Regulations 2018, the Agent must always have a lawful and legitimate basis for using personal data. This may be because the data is necessary for the performance of a contract with you. You have consented to the use of your personal data and because it is in legitimate business interests to use it. Your personal data will be used for following purposes:

1. Referencing the Tenant and carrying out Right to Rent checks
2. Communicating with the Tenant(s) on matters relating to the tenancy. This may include responding to emails, letters, texts or phone calls from you.
3. Supplying the Tenant(s) with information by email, post, telephone or text. The Tenant(s) may unsubscribe or opt-out at any time by contacting the Agent at belsizepark@stonesresidential.co.uk or 5 Adelaide Road, London, NW3 3QE
4. In line with GDPR 2018 policy and protocol, we are required to advise you that your telephone numbers will be used to communicate with the Tenant in relation to the tenancy but also to deal with maintenance and repairs.

Your telephone numbers will be passed on to maintenance contractors who will liaise with you to organise appointments and access for works that are required.

Information provided under the performance of this Agreement may be shared with the Landlord and other Agents, credit and referencing agencies, Local Authorities, utility and water companies, Police, tracing agents, our legal representatives, solicitors, and mortgage lenders, maintenance contractors, utility switch over companies, chartered surveyors, estate agents.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

The Tenant will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the Tenant will always have the opportunity to opt-out.

Tenant's initials 

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We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods for six years.

Your attention is drawn to our Privacy Policy which can be found on <https://www.stonesresidential.co.uk/privacy-policy-and-notice/>. The Privacy Policy sets out what information we obtain and how we use it.

5.26 Miscellaneous

- 5.26.1 Where the Tenant receives any formal or legal notices or orders or other similar document delivered to the Premises which might reasonably affect the Premises, the Tenant will after receipt send such notices and/or document immediately to the Landlord or his Agent.
- 5.26.2 Where notified prior to the tenancy beginning in writing or by the provision of any document, the Tenant agrees not to break any restrictions, covenants, or agreements in any superior Head Lease affecting the Premises which may bind both the Landlord and the Tenant in their occupation or use of the Premises. A copy of the Headlease is available from the Landlord or Landlords Agent
- 5.26.3 The Letting Agent / Landlord will provide the tenant with a valid Gas Safety certificate, a valid Energy Performance Certificate and the How to Rent Guide – England only (a link is acceptable), in line with the Deregulation Act 2015

5.26.4 Right to Rent – Immigration Act 2014

All tenants must prove that they have a right to rent property in England. In order to be granted a tenancy, right to rent checks will be carried out.

We will do the following: -

- check your original documents to make sure you have the right to rent a property in England
- check the documents of any other adults living in the property
- make copies of your documents and keep them until you leave the property
- return your original documents to you once they've finished the check

You will not be able to rent the property if you cannot provide evidence of your right to rent a property in England. Additional checks will not be carried out if you stay in the same property and if:

- you are British or from an EEA country
- you have no time limit on your right to stay in the UK

We will have to carry out repeat checks if there is a time limit on your right to stay in the UK. We will ask to see your documents again just before your permission to stay runs out, or after 12 months, whichever is longer.

6. THE LANDLORD AGREES WITH THE TENANT as follows:

6.1 Quiet Enjoyment

That the Tenant paying the rent and observing and performing all the Tenant's obligations under this agreement may quietly enjoy the Premises without any unlawful interruption by the Landlord or to any person rightfully claiming to be under or through the trust of 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

6.2 Interest and Consents

The Landlord hereby confirms that he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagee's insurers or others) have been obtained.

6.3 Repair

To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers, and other mechanical or electrical appliances belonging to the Landlord included in the said Fixtures and Fittings but not further or otherwise provided that this agreement shall not be construed as requiring the Landlord or Landlords Agent to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the Fixtures and Fittings in a tenant like manner and provided further that the Tenant shall indemnify the Landlord or Landlords Agents in respect of the cost of repairs to such Fixtures

Tenant's initials 

Agent/Landlord's initials 

and Fittings installations or items resulting from misuse by the tenant and/or his household, and/or his permitted occupier and/or his permitted visitor/s to the Premises howsoever caused.

6.4 Taxation

In the event that the Landlord's normal place of abode is not within the United Kingdom then he will appoint a rent collection Agent in the UK to whom the rent due under the terms of this Tenancy Agreement will be paid with immediate effect. In default thereof the Landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

6.5 Safety Regulations

6.5.1 The Landlord confirms that the items within the Premises including Fixtures and Fittings and as detailed within the Inventory and Schedule of Condition comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1989, 1993, 2010, and comply with the Regulatory Reform (FireSafety) Order 2005

6.5.2 The gas appliances at the premises comply with The Gas Safety (Installation and Use) Regulations 1998 of which a copy of the safety check Record will be given to the Tenant at the commencement of the tenancy.

6.5.3 The Landlord complies with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.

6.5.4 The electrical appliances at the premises comply with the Electrical Equipment (Safety) Regulations 1994 as amended in 2016.

7. IT IS MUTALLY AGREED as follows:

7.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

7.2 Stamp Duty

Where the total rent payable under a tenancy or any combination/series of tenancies (including Periodic tenancies) has a Net Present Value (NPV) in excess of £125,000 then the tenant is legally obliged to arrange and pay for the stamping of the tenancy agreement within 30 days of the commencement date. Failure to do so may result in a penalty charge being applied. If the tenant has any reason to believe that the NPV of the tenancy or series of tenancies is close to or exceeds the £125,000 figure then it is strongly recommended that they seek specialist professional advice and to visit the Inland Revenue Stamp Office Website <https://www.gov.uk/stamp-duty-land-tax/residential-property-rates>

7.3 Repairs

The Landlord will abide by Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988), Housing Act 2004, and Homes Fitness for Habitation Act 2018

7.4 Exclusion

The Landlord will not be responsible or liable to compensate the Tenant or any third party for any losses financial or otherwise or inconvenience howsoever suffered due to the failure of any appliances or systems on the Premises or (if applicable) in the common part or any other part of the building of which the Premises form part due to any software or any operation system malfunction.

7.5 Uninhabitable Property

If the Premises are destroyed or rendered uninhabitable by fire or any other risk then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant. Nothing in this clause obliges the landlord to provide alternative accommodation.

7.6 Reimbursement

Where the Landlord or Landlord's Agent is entitled to do anything at the cost or expense of the Tenant then the Tenant shall pay the amount incurred to the Landlord within 14 days of written demand or the Landlord may deduct the same from the Deposit in accordance with clause 4.

Tenant's initials 

Agent/Landlord's initials 

7.7 Council Tax

The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax whether under a legal obligation or otherwise the Tenant shall repay the same to the Landlord or Landlord's Agent upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable. The Tenant will be liable for Council Tax should s/he fail to give the proper notice and if the tenancy becomes Periodic.

7.8 Forfeiture

This clause sets out the circumstances under which the Landlord can recover possession of the property during the course of the tenancy. If the Landlord wishes to recover possession he or she may only do so after obtaining a possession order from the Court.

7.8.1 Forfeiture / Breaches of this Agreement by the Tenant

If at any time during the tenancy: -

- A. The Tenant fails to pay the rent or any part of the rent more than 14 days after the payment falls due;
- B. The Tenant fails to observe or perform any agreement or obligation under this agreement;
- C. The Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors;
- D. The Tenant leaves the premises vacant or unoccupied for more than 14 days without the Landlord's consent;
- E. If any of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 apply.

Then the Landlord will be entitled to take immediate steps to recover possession of the Premises from the Tenant by issuing proceedings for possession in the appropriate Court. In the event of the Landlord taking such action his other rights or obligations provided for in this agreement shall be unaffected unless the Court rules otherwise.

7.9 Notices

7.9.1 In the event this Tenancy becomes a contractual periodic tenancy, the Tenant is required to give the Landlord not less than one month's notice in writing to expire in line with the rent due date

7.9.2 Any notices authorised required or served in accordance with this Agreement or under Act of Parliament relating to the Tenancy must be served either:

- A. In accordance with the provisions as to the service of notices in Section 196 of the Law of Property Act 1925 or;
- B. By first class post addressed to the Tenant validated with a certificate of service at the Tenanted Premises or last known address or;
- C. Left addressed to the tenant at the Tenanted Premises or last known address, verified by a witness statement.
- D. Served by email on the Tenant at the email address(es) supplied below. 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(s) Email may be left blank where the Tenant does not agree to this clause]*

This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

7.9.3 For the purpose of Section 47 and 48 of the Landlord and Tenant Act 1987 the address at which any notices (including notices in any proceedings) may be served on to the Landlord by the Tenant, is as set out on page two of this Agreement, until the Tenant is notified in writing to the contrary.

7.9.4 Notice under - Ground 1 and Ground 2, of Schedule 2 of the Housing Act 1988

Ground 1

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case):

- A. At some time before the beginning of the tenancy, the landlord who is seeking possession or in the case of joint landlords seeking possession at least one of them occupied the dwelling house as his only or principal home; or
- B. The landlord who is seeking possession or in the case of joint landlords seeking possession at least one of them requires the dwelling house as his or her spouse's only or principal home and neither the landlord (or in the case of joint landlords, any of them) nor any person who, as landlord, derived title under the landlord who have the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

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Ground 2

The dwelling house is subject to a mortgage granted before the beginning of the tenancy and:

- A. The mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and
 - B. The mortgagee requires possession of the dwelling house for the purpose of disposing of it with vacant possession in exercise of that power; and
 - C. Either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of the notice.
- For the purposes of this ground "mortgage" includes a charge and "mortgage" shall be construed accordingly.

7.10 The Tenant Fees Act 2019

Both parties agree to abide by all provisions made within this Agreement in line with the Tenant Fees Act 2019.

7.11 Force Majeure

The Landlords repairing obligations referred to clause 7.3 shall not be construed as requiring the Landlord to rebuild or reinstate the Premises in the case of destruction or damage by fire or tempest, flood or other inevitable accident.

7.12 Landlord Certification

The Landlord certifies that the Tenant has been given an opportunity to sign this agreement and the documentation annexed hereto by way of confirmation that the information provided is accurate to the best of his knowledge and belief.

SIGNED by the Landlord

DocuSigned by: [Redacted Signature] 05 February 2021 | 12:37:55 GMT
 AFDFFA1367FC47B...

SIGNED by the Tenant(s)

DocuSigned by: [Redacted Signature] 06 February 2021 | 23:45:56 GMT
 BF8A5E381F52411...

Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the Landlord is required to give the following information to the Tenant and anyone who paid the Deposit on the Tenant's behalf ("Relevant Person") within 30 days of receiving the Deposit. This is to ensure that Tenants are made aware of their rights during and at the end of the tenancy regarding the Deposit.

- (a) The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited

1 The Progression Centre
42 Mark Road
Hemel Hempstead
HP2 7DW

Phone: 0300 037 1000

Email: deposits@tenancydepositscheme.com

Web: www.tenancydepositscheme.com

- (b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.
- (c) The procedures that apply under the scheme by which an amount in respect of a Deposit may be paid or repaid to the Tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.
- (d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*
- (e) The procedures that apply where the Landlord and the Tenant dispute the amount of the Deposit to be paid or repaid are summarised in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tenancydepositscheme.com
- (f) The facilities available under the scheme for enabling a dispute relating to the Deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet:

What is the Tenancy Deposit Scheme? More detailed information is available on: www.tenancydepositscheme.com

(i) THE DEPOSIT

The amount of the Deposit paid is £1,326.92

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES

C5, 165 Haverstock Hill, London, NW3 4QT

(iii) DETAILS OF THE AGENT (s)

Name(s): Stones Residential
Address: 5 Adelaide Road, London, NW3 3QE
E mail address: Belsizepark@stonesresidential.co.uk
Telephone number: 020 7483 0685

Tenant's initials 

Agent/Landlord's initials 

(iv) DETAILS OF THE TENANT(S)

Name: Mr Mohamed Salman Mohamed Husain Alwasaibe

Address: C5, 165 Haverstock Hill, London, NW3 4QT

Email address: mohamed.alwasaibe@gmail.com

Mobile number: 07812 674 999

Contact details for the Tenant(s) to be used at the end of the tenancy

Name:

Address:

Email address:

Telephone number:

Please provide the details requested in (iv) for each Tenant (there is a continuation sheet for this purpose).**(v) RELEVANT PERSON'S CONTACT DETAILS**

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the Tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

(vi) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD

The circumstances when all or part of the Deposit may be retained by the Landlord(s) by reference to the terms of the tenancy are set out in *Clause 4.1 and Clauses 7.8 to 7.10* of the tenancy agreement. No deduction can be paid from the Deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

(vii) CONFIRMATION

The Landlord certifies and confirms that:

- The information provided is accurate to the best of my knowledge and belief and
- I have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

Signed by or on behalf of the Landlord

DocuSigned by:

.....AFDFFA1367FC47B.....

The Tenant confirms that:

- I have been given the opportunity to read the information provided and
- I sign the document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the Tenant(s)

DocuSigned by:

.....BF8A5E387F52411.....

Responsibility for serving complete and correct Prescribed Information on each Tenant and relevant person is the responsibility of the Member and the Landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Tenant's initials**Agent/Landlord's initials**