

ASSURED SHORTHOLD TENANCY

AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy
under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens' Advice Bureau.

This agreement is made on the 17th August 20...15.....

1 Particulars

1.1 Parties

1.1.1 The Landlord

Mr Manish Wadhvani & Mrs Dimple Gulani Wadhvani
c/o **Oliver's, 189 Kentish Town Road, London NW5 2JU**

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

1.1.2 The Tenant/s

Mrs Efthymia Davies
of **Granary Court Cottage, Granary Court Road, Ashford, Kent, TN25 6RE**

Mr Richard Lionel Davies
of **Granary Court Cottage, Granary Court Road, Ashford, Kent, TN25 6RE**

The Tenant agrees that the Landlord's Agent may provide the Tenant's name, address and other contact details to third parties including, but not limited to, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

1.2 The Landlord's Agent

The "Landlord's Agent" shall mean "Oliver's Residential Ltd" or such other agents as the Landlord may from time to time appoint.

1.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.4 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months).

1.5 Property

1.5.1 The property situated at and being **42 Chalcot Road, Primrose Hill, London NW1 8LS** together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.5.2 The Property is not let as a House in Multiple Occupation within the meaning of the Housing Act 2004. The Property does not require the Landlord to hold a licence to be able to lawfully let it.

1.5.3 The property is subject to a mortgage and the mortgage company has a power of sale that it can exercise should certain circumstances arise and take possession of the property under the terms of the mortgage.

GARDEN/BASEMENT FLAT

1.6 Term

- 1.6.1 The Term shall be for a definite period of **Twenty-Four (24)** months from and including **1st September 2015** to and including **31st August 2017**. "Subject to Vacant Possession" and if any works are in progress "Subject to completion of works". (*Occupancy can only be taken on the start date of the tenancy*) Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy.
- 1.6.2 The "Term" is to include a statutory periodic tenancy or any contractual periodic tenancy that is defined in para 1.6.1 as following the fixed term.
- 1.6.3 If on the coming to the end of the fixed term agreed above, the Landlord does not seek possession and the Tenant remains in the Property, they will be considered, by virtue of section 5 of the Housing Act 1988, to have a statutory periodic tenancy. This will continue till ended by either party.

1.7 Rent

- 1.7.1 The Rent shall be **£2,816.67 (Two Thousand Eight Hundred and Sixteen Pounds and Sixty-Seven Pence)** per calendar month, payable in advance.
- 1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord's Agent ~ by banker's standing order or such other method as the Landlord's Agent shall require.
- 1.7.3 The first payment of **£8,450 (Eight Thousand Four Hundred and Fifty Pounds)** being due on **01/09/2015** or prior to the date of taking possession. **Three months' rent paid in Advance.**
- 1.7.4 Thereafter the "Rent Due Date" will be the **1st** during the Term of this agreement.
- 1.7.5 Overdue rental payments will be subject to interest at the rate of 6% per annum calculated from the date the payment was due up until the date payment is received.
- 1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 1.7.7 It is agreed that if the Landlord or Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), 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.

1.8 Deposit

- 1.8.1 The Deposit of **£3,900.00 (Three Thousand and Nine Hundred Pounds)** will be paid by the Tenant.
- 1.8.2 The Deposit will be paid to the Agent.
- 1.8.3 Neither the Landlord nor the Agent will pay interest on the Deposit.
- 1.8.4 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.
- 1.8.5 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded to the Tenant, less any deductions, within 10 days once the following have been completed:
- 1.8.5.1 possession of the Property has been returned to the Landlord and
 - 1.8.5.2 all keys have been returned to the Landlord and
 - 1.8.5.3 both parties have confirmed their acceptance of any Deposit deductions and
 - 1.8.5.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.
- 1.8.6 The Deposit is not transferable by the Tenant in any way.
- 1.8.7 The Deposit will be protected by **Tenancy Deposit Scheme Ltd** in accordance with the Terms and Conditions of TDS. The Terms and Conditions and ADR Rules governing the protection of the Deposit, including the repayment process, can be found at www.thedisputeservice.co.uk

1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

2 Legal Notices

2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as on the first page of this agreement. The address for service of Notices is as in clause 2.2.

2.2 Section 48

Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) is as follows:

Mr Manish Wadhvani & Mrs Dimple Gulani Wadhvani
c/o **Oliver's, 189 Kentish Town Road, London NW5 2JU**

2.3 Notice service

- 2.3.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
- 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.
- 2.3.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
- 2.3.2.1 left at the office of the Landlord's Agent during the Term only or the last known address of the Landlord's Agent at any time or
 - 2.3.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2 or
 - 2.3.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.
- 2.3.3 If any Notice or other document is left at the Property or Landlord's Agent's office, service shall be deemed to have been on the day it was left.
- 2.3.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Notices Received

- 2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

2.5 Ending the Tenancy

- 2.5.1 If the Tenant intends to vacate at the end of the fixed term, or at any later date, he agrees to give the Landlord at least two months prior Notice in writing.
- 2.5.2 In the event this Tenancy becomes a periodic tenancy, the Landlord agrees that the Tenant can terminate the tenancy by giving the Landlord not less than one month's notice in writing. The Tenant agrees that the Landlord can terminate the tenancy by giving the Tenant not less than two months' notice in writing. Such notice period must expire at the end of a period being on the **31st** of a month.

2.6 Break Clause

- 2.6.1 The Landlord may bring the tenancy to an end at any time before the expiry of the fixed term (but not within **Twelve (12)** months of the commencement date) by giving to the Tenant at least two months' written Notice stating that the Landlord requires possession of the Property. A Notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.
- 2.6.2 The Tenant may bring the tenancy to an end at any time before the expiry of the fixed term (but not within **Twelve (12)** months of the commencement date) by giving to the Landlord at least two months' written Notice.

2.7 Renewal of a Tenancy

Should your Tenancy be renewed/extended there will be a further administration charge of £150.00 inc VAT for the cost of a new Tenancy Agreement. If rent for the tenancy is paid in full and in advance, any renewal will be under the same terms unless a further reference fee is paid and suitable references obtained to confirm monthly rent payments via Standing Order Mandate are acceptable.

3 Possession

- 3.1 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:
- 3.1.1 the Rent or any part of it is in arrears whether formally demanded or not,
 - 3.1.2 the Tenant is in breach of any of the obligations under this agreement,

- 3.1.3 any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement),
- 3.1.4 a Notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),

Tenants who are unsure of their rights should seek advice.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manner specified.
- 4.1.2 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.
- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless the tenancy is lawfully terminated.
- 4.1.5 Pay the costs and disbursements in the relation to the preparation of the inventory and "check out" at the end of the tenancy. The Landlord will pay for the 'check in'.
- 4.1.6 Pay the reasonable costs of the Landlord's Agent for each letter the Agent, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.
- 4.1.7 Pay a charge of £20 to the Landlord's Agent for any payment presented to the Landlord's Agent's bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails. Notification of late payment of rent is charged at £25 + VAT. Legal notices are charged £75 + VAT.
- 4.1.8 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.
- 4.1.9 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 4.1.10 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.
- 4.1.11 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.
- 4.1.12 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and wood boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 4.1.13 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the property. Those allowed to live in the property are specified in para 4.4.3.
- 4.1.14 Pay the costs of any court action taken for possession of the property or breach of tenancy, as provided for in the court's judgement.
- 4.1.15 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.

4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.

- 4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- 4.2.6 Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance, the Tenant agrees to get the chimney swept as often as needed.

4.3 The Property

- 4.3.1 Promptly notify the Landlord in writing when the Tenant becomes aware of:
 - 4.3.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above,
 - 4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property,
 - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in the manner a good tenant would.
- 4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions from the Property.
- 4.3.6 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.
- 4.3.7 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.
- 4.3.8 Not to assign, underlet, charge or part with or share possession of the whole or any part of the Property.
- 4.3.9 Not permit any visitor to stay for a period of more than three weeks within any three month period.
- 4.3.10 Permit the Landlord and or his agents or others, after giving 24 hours written Notice and at reasonable hours of the daytime, to enter the Property:
 - 4.3.10.1 to view the state and condition and to execute repairs and other works upon the Property or other properties.
 - 4.3.10.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale.
 - 4.3.10.3 to show prospective tenants the Property, during the last two months of the Term and to erect a board to indicate that the Property is to let.
- 4.3.11 Where the Landlord or the Landlord's Agent have served a valid written Notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access within three days of such a request being made, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.12 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.13 Not change the locks (or install additional locks) to any doors in the dwelling house, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy.
- 4.3.14 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.15 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.
- 4.3.16 Not block ventilators provided in the Property.
- 4.3.17 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.18 Not use any gas appliance that has been declared unsafe by a Gas Safety engineer, or disconnected from the supply.
- 4.3.19 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.
- 4.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.22 Pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.

- 4.3.23 Pay for any reasonable costs, fair wear and tear excepted, of redecoration or replacement required as a result of the work carried out under clause 4.3.22.
- 4.3.24 Perform and observe all valid obligations, of any head lease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of this obligation.
- 4.3.25 Not keep any vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.26 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage without prior permission of the Landlord. Any damage caused will be made good by the tenant at the end of the term or the tenant agrees to pay on demand the reasonable repair costs involved.
- 4.3.27 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self-closing mechanism.
- 4.3.28 Not keep any cats or dogs on the property. Not keep any other pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.29 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.30 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.

4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 11pm and 7am so as to be an audible nuisance outside the Property.
- 4.4.3 Not carry on any trade or profession at the Property nor receive paying guests but use the Property only as a private residence for the occupancy of **Mrs Efthymia Davies & Mr Richard Lionel Davies**.
- 4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as laid out in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.4.9 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.10 Not leave the Property vacant for more than 28 days without providing the Landlord with reasonable notice.
- 4.4.11 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days.
- 4.4.12 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number.
- 4.4.13 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.4.14 Not alter the operation of, or disable, any smoke alarms.
- 4.4.15 Not disable or alter the operation or code of any burglar alarm.
- 4.4.16 if the property has fitted now or in the future a burglar alarm or smoke alarms, the tenant is responsible for their maintenance so that they are always in working order
- 4.4.17 The Tenant agrees not to smoke in the property and not to permit their friends or visitors to smoke.

4.5 Insurance

- 4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

4.6 End of tenancy

- 4.6.1 Return possession of the Property at the end of the tenancy in the same good clean state and condition as it was in at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.6.2 Return all keys to the Property to the Landlord's Agent by 12 noon on the last day of the tenancy (or sooner by mutual arrangement).
- 4.6.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted) or arrange the washing and cleaning themselves all at their own expense.
- 4.6.4 Leave the oven in the same state of cleanliness as it is listed in the inventory.
- 4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.6 Remove all rubbish from the Property. Any goods belonging to the tenant or members of this household or others remaining in the property for ten days after the expiration or upon determination of the tenancy shall be deemed to have been abandoned and thereafter the Landlord may dispose of such goods as they deem appropriate. The tenant shall pay to the Landlord damages at a rate equivalent to the rent then payable to the premises until the tenant has removed all such items up to ten days and pay to the Landlord any additional costs incurred in disposal of the items.
- 4.6.7 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings.
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to provide a copy of the insurance and any freehold or head lease conditions affecting the behaviour of the Tenant.
- 5.8 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
 - 11 (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
 - (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

6 The Dispute Service

6.1 The contact details for this scheme are as follows:

The Dispute Service Ltd
PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Telephone number: 0845 226 7837

Fax number: 01442 253193

Email address: deposits@tds.gb.com

6.2 Please see www.thedisputeservice.co.uk for information provided by the scheme.

6.3 The Deposit will only be repaid at the end of the tenancy when the conditions in paragraph 1.8.5 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the ADR service, or on the order of a court.

6.4 If either party is not contactable at the end of the tenancy then the other party should contact the scheme provider for advice.

6.5 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 Tenancy Deposit Solutions Limited for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.

6.6 Tenancy Deposit Solutions Limited offer free dispute resolution for Deposits they cover. Please see their web site for details of how and when to apply.

6.7 The Deposit value is as per paragraph 1.8.1.

6.8 The address of the property is as per paragraph 1.5.

6.9 The contact details of the Landlord are as per paragraph 1.1.1.

6.10 The contact details of the Tenant are as per paragraph 1.1.2.

6.11 Information about any Relevant Person is in paragraph 1.1.3.

7 Housing Benefit

7.1 The Tenant authorises the Local Authority or The Rent Service to discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the Property.

7.2 If the Landlord's Agent so requires, the Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord or the Landlord's Agent.

7.3 The Tenant agrees to refund to the Landlord any Housing Benefit overpayment recovery which the Local Authority seeks from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property where this creates a shortfall in the money owed to the Landlord.

8 Data Protection Act 1998

8.1 It is agreed that personal information of both Landlord and Tenant will be retained by the Agent and may be used during the Tenancy; that present and future address and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers and debt collectors.

9 Guarantor

9.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord and the Landlord's Agent for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.

9.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.


9.3 The Guarantor agrees to make payments lawfully due under clause 9.1 or 9.2 even after the Tenant has returned possession of the Property to the Landlord.

9.4 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Guarantor, the 7 day "right to cancel" will cease immediately the provision of the service commences, in accordance with regulation 13(1)(a) of the above regulations. This means that you will be committed to this guarantor agreement once the Tenant takes on the Property.

In accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord confirms that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord by way of confirmation that the information is accurate to the best of his knowledge and belief.

In accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief;

SIGNATURE OF LANDLORD.....
Mr Manish Wadhvani (or on behalf of the Landlord)

SIGNATURE OF LANDLORD.....
Mrs Dimple Gulani Wadhvani (or on behalf of the Landlord)

SIGNATURE OF TENANT.....
Mrs Efthymia Davies

SIGNATURE OF TENANT.....
Mr Richard Lionel Davies

SIGNATURE OF WITNESS.......... OCCUPATION..... ADMINISTRATOR

NAME OF WITNESS..... LUCIANA ROSA

ADDRESS OF WITNESS..... C/O 189 KENTISA TOWN ROAD NW5 2JU

PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

The Deposit Protection Service

NOTE: The Landlord must supply the Tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

To: (insert names of all tenants and any other person (third party) paying a tenancy deposit on behalf of a tenant)

1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:

The Dispute Service Ltd (The TDS)

PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Telephone No. 0845 226 7837

Email address: deposits@tds.gb.com

2. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.
See attached Terms and Conditions.

3. Information on the procedures applying for the release of the deposit at the end of the tenancy.
See attached Terms and Conditions.

4. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.
See attached Terms and Conditions.

5. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.
See attached Terms and Conditions.

6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions for further information

In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

7. Tenancy specific information

(a) Amount of deposit paid.

(insert amount of deposit paid; in the case of a joint tenancy it should be the total amount paid)

£3,900.00 (check with 1.8.1)

(b) Address of property to which the tenancy relates.

(insert address of property including post code)

**42 Chalcot Road
Primrose Hill
London
NW1 8LS**

(c) Name, address and details of Landlord(s)

Name: Mr Manish Wadhvani & Mrs Dimple Gulani Wadhvani
Address including postcode: c/o Oliver's, 189 Kentish Town, London NW5 2JU
Telephone Number: 0207 284 9993 c/o Jane Havell (Property Manager)
Email address (if any): jane@oliverstown.com

(d) Name, address and contact details of the Tenant(s) (in the case of joint tenants insert this information for all tenants).

(1) Name: Mrs Efthymia Davies
Address including postcode: Granary Court Cottage, Granary Court Road, Ashford, Kent, TN25 6RE
Telephone number(s): 07747028590
Email address (es): efi_davies@yahoo.co.uk

(2) Name: Mr Richard Lionel Davies
Address including postcode: Granary Court Cottage, Granary Court Road, Ashford, Kent, TN25 6RE
Telephone number(s): 07766997058
Email address (es): rdavies@nqbillback.com

(e) Circumstances when all or any part of the deposit may be retained by the Landlord.
Refer to Clause(s) [**please insert relevant clause reference below**] of Tenancy Agreement.

Clauses 4.2.1 , 4.2.2 , 4.2.3, 4.2.4, 4.2.5, 4.6.1, 4.6.3, 4.6.4, 4.3.30

I/We (being the Landlord) certify that –

- (i) The information provided is accurate to the best of my/our knowledge and belief
- (ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

Landlord(s): **Mr Manish Wadhvani**

Signature(s): 

Dated: 17/08/15

Landlord(s): **Mrs Dimple Gulani Wadhvani**

Signature(s): 

Dated: 17/08/15

Tenant(s): **Mrs Efthymia Davies**

Signature(s): 

Dated: 17/08/15

Tenant(s): **Mr Richard Lionel Davies**

Signature(s): 

Dated: 17/08/15

NOTES

- (1) A copy of The Dispute Service Ltd Terms and Conditions must be attached to this document. It is available to download from www.thedisputeservice.co.uk
- (2) The document is provided by The TDS by way of information only. The TDS accepts no liability for its contents. It is the Landlord(s) responsibility to ensure it is completed accurately, served on the Tenant(s) within 14 days of receipt of the deposit and to give the Tenant(s) an opportunity to check and sign this document.