

Robert Paul Harling
Flat 1
18-20 Laystall Street
London
EC1R 4PG

20th December 2010

Matrix (Laystall Street)
99 High Street Harlesden
London
NW10 4TS

Dear Mr Gupta,

I confirm that, by agreement, I have only paid 50 % of the rent for the final five months of my tenancy at the property, terminating on 16 January 2011. This is due to issues in relation to a power surge at the property on 3 April 2010.

Yours Sincerely,

Robert Harling

Dear Robert,

I refer to our meeting today (17 December 2010) where we agreed to resolve matters relating to outstanding issues amicably. You have withheld rent for four months due to ongoing maintenance issues. Following our discussions, you have agreed to pay the outstanding rent at a renegotiated rate, and in addition to pay one additional months rent, at the same rate, and will surrender possession of the property on or before the 16th January 2011.

In these circumstances the following agreement has been made,

1. That you will vacate the flat on or before the 16th January 2011.
2. You will pay 50% of the outstanding rent plus one additional months rent, at this rate. This amounts to £3,900 which is payable, in the form of a personal cheque, upon signing this agreement. This payment we both recognize satisfies in full all obligations under the lease dated 17th January 2009 and is recognized as a full and final settlement in respect of all outstanding rent and any other claim against the landlord or tenant, with the exception of item 3 in this agreement.
3. Subject to the normal deductions, if any (to be decided by the estate agents) an authority will be given to the estate agents to release your deposit. No deduction from the deposit will be made for issues relating to or arising from the power surge and the subsequent failure to remedy these issues, nor from damages to or damage associated with flood damage, inadequate door handles, badly fitted and/or damaged light fittings, non-functioning extractor fan, all of which have been notified to the landlord. I acknowledge that improvements have been made to the property during the tenancy related to the installation of telephone lines and extensions, installation of additional power outlets and the fitting of extra security devices to the ground and basement entry doors to the property. The costs of these will be recognized when considering any legitimate deductions from the tenancy deposit.
4. You will provide the letter to us confirming the reason you have not paid your rent is due to issues in relation to a power surge, which occurred at the property on 3 April 2010, and recognizes the subsequent inconveniences, costs and failure to rectify damage which occurred as a result of this (see enclosed letter).

5. You have agreed that you will allow us access to the flat, strictly by appointment and with absolutely no less than 48 hours notice, from 4th January 2011 so that prospective tenants can view the flat.

I confirm that I will see you on Monday 20th December 2010 when you will sign this letter as your agreement. Together with a letter signing terms of clause and also you will provide a cheque for £3,900.

Kind Regards

Gopal Gupta

I Robert Paul Harling accept the terms of this agreement.

Please see attached letter