

14 FEB 2014

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Flat 1B, 66 Chalk Farm Road

66 Chalk Farm Road Ltd / ~~Rowe~~ DIETHELM

**AGREEMENT**

**For letting dwelling house on an assured shorthold tenancy under Part I of the Housing act 1988**

*This is a form of legal document and is not produced or drafted for use, without technical assistance, by persons unfamiliar with the law of landlord and tenant.*

*Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured shorthold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988*

*This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.*

**Dated:** 15<sup>th</sup> February 2014

- PARTIES**
1. **THE Landlord**  
66 Chalk Farm Road Ltd  
C/o Hallmark Estates Ltd  
46 Old Marlborough Street  
London  
W1F 7JW
  2. **THE Tenant**  
Mr Marlin Heinz Diethelm  
Buehleggweg 27  
5035 Unterentfelden  
Switzerland

**PROPERTY** Flat 1b  
66 Chalk Farm Road  
London  
NW1 8AN

Together with the Fixtures and Effects in the Property listed in the Inventory signed by the parties


**TERM** A term certain of 12 months only from 15<sup>th</sup> February 2014

**RENT** £1,365.00 per calendar month (annual rent equals to Sixteen thousand three hundred and eighty pounds).

**PAYABLE** In advance by equal calendar monthly instalments of £1,365.00 on the 15<sup>th</sup> Day of each month during the term.

**FIRST PAYMENT** to be made on or before the 15<sup>th</sup> February 2014


**DEPOSIT** £1,890.00 registered with [www.mydeposits.co.uk](http://www.mydeposits.co.uk)

Initial.....  


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66 Chalk Farm Road Lkl / ~~Rose~~ DIETHELM

1. THE Landlord lets the Property to the Tenant for the Term at the Rent payable as herein before set out
2. THIS Agreement creates an assured shorthold tenancy within Part I Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act
3. The Landlord agrees with the Tenant that so long as the Tenant does not contravene any term of this Agreement the Tenant may quietly possess and enjoy the Premises during the Term without interference from the Landlord or anyone from whom he derives title
4. THE Tenant jointly and severally agrees with the Landlord -
  - 4.1 To approve the Inventory and to advise the Landlord or agent accordingly within seven days from the date of this Agreement failing which the inventory is deemed to have been accepted as a true and accurate record of the condition of the property and contents.
  - 4.2 To pay the rent as set out above without deduction or set off whether formally demanded or not by standing order to the Landlord's bank Account or otherwise as advised to the Tenant by the Landlord in writing
  - 4.3 To pay upon the signing hereof the Deposit to the Landlord
  - 4.4 To pay interest at the rate of ten per centum per annum or 4 per centum per annum above the base rate for the time being of Barclays Bank Plc whichever is the higher on any rent in arrears for more than three days calculated from the date upon which such rent was due to be paid to the date upon which it is actually paid
  - 4.5 An administration fee of twenty-five pounds on each occasion that any one instalment of the rent falls due and such instalment remains unpaid for more than three days
  - 4.6 Pay a charge of twenty-five pounds for each letter, which the Landlord or the Landlord's agent writes in pursuance of arrears of rent outgoings or charges due from the Tenant or in pursuance of any breach by the Tenant of the terms of this agreement.
  - 4.7 Pay a charge of twenty-five pounds for any cheque, which is presented and not met by the payer's bank on first presentation or upon the cancellation of any standing order for the payment of the rent
  - 4.8 That where the rent is accepted from a party other than the tenant, it shall be deemed to be accepted for and on behalf of the Tenant
  - 4.9 To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act.
  - 4.10 To pay promptly to the Local Authority all Council Tax Community Charge or similar tax payable in respect of the Property during the Term and to indemnify the Landlord in respect of any Council Tax which (during the tenancy) the Landlord becomes obliged to pay under that Act or those regulations because the Tenant ceases to live at the Property.

Initial 

Flat 1B, 66 Chalk Farm Road

66 Chalk Farm Road Ltd / ~~XXXX~~ DIETHELM

- 4.11 To pay for all electricity, gas, water and sewerage services supplied to the Property during the tenancy and to pay all charges for the use of any telephone at the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges and other similar charges and VAT as well as charges for actual consumption.
- 4.12 Not to use or permit the use of the common entrance hall in the building (if any) otherwise than for quiet and peaceful entry to the property
- 4.13 Not to make any noise or play or permit the playing of any radio, television set, gramophone or musical instrument in or about the property between the hours of 11pm and 7am or so as to be audible outside the property or to the adjoining occupiers
- 4.14 No washing machine in the building, whether the property of the Landlord or the Tenant, shall be used or operated before 8am in the morning or after 9pm at night
- 4.15 Not to change or cause to be changed the telephone number relating to the property and utility suppliers without the written permission of the Landlord.
- 4.16 To clean all windows on a regular basis and at the expiration of the tenancy
- 4.17 To keep all electrical and other working appliances (except gas appliances in good working order and at least up to the standard pertaining when the tenant took possession.
- 4.18 To keep all electrical lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes as and when necessary. Also any replaceable or disposable filters, vacuum bags etc. to be replaced, at the end of the tenancy
- 4.19 To maintain and be responsible for the repair and maintenance of any internal television aerials in the property. The Landlord shall not accept any responsibility for unsatisfactory radio or television reception.
- 4.20 To pay the cost of maintaining a valid television licence at the property throughout the tenancy where there is a television set in the property
- 4.21 To keep the chimneys, gutters and pipes of the Property clear, the chimneys swept and the garden or patio (if any) neat and tidy.
- 4.22 To look after any houseplants supplied with the property
- 4.23 To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed.
- 4.24 To insure their own contents and have accidental cover for Landlords fixtures and fittings.
- 4.25 At all times, when not in use, to keep shut the entrance door to the building (if any). And, between the hours of 11pm and 8am, to ensure that no noise is made in any part of the building and in particular, between such hours to ensure that the main entrance door to the building (if any) is closed as quietly as possible and that no disturbance or annoyance is caused to the occupiers of other parts of the building.
- 4.26 To pay the cost of making good any damage at any time done by the Tenant, or his of their servants agents or visitors, to any part of the building or to the passages, landings stairs, or entrance halls thereof, or to the person or property of the occupier of any part of the building, by the carrying in, or removal of, furniture or other goods to or from the property or otherwise.

  
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66 Chalk Farm Road Ltd / ~~Revo~~ DIETHELM

- 4.27 To remove forthwith, upon being so required by the landlord or agent, any object of or obstruction by the tenant in the common entrance hall and to pay to the Landlord on demand the cost incurred by him in removing and, if appropriate, storing the same. The removal and storage is expressly authorised and shall be entirely at the tenant's risk
- 4.28 No clothes or similar articles are to be hung outside, or at the windows of the Property
- 4.29 Not to leave any refuse outdoors except on the normal day(s) designated for refuse collection in the locality and then in a property closed receptacle
- 4.30 To allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the day to inspect its condition and state of repair, if the Landlord has given 24 hours' written notice, except in emergency
- 4.31 That the tenant will be liable for any reasonable charge or other cost incurred as a result of missed appointments where a prior arrangement has been made for tradesmen to visit, inspect or work at the property
- 4.32 To use the Property as a private dwellinghouse only. This means that the Tenant must not carry on any profession, trade or business at the Property nor use it for any illegal or immoral purpose and must not allow anyone else to do so.
- 4.33 Not at any time to alter or add to the Premises or injure the same or drive any nails into any woodwork or walls nor to affix any adhesive tape or the like (the hanging of pictures with proper picture hooks excepted provided permission is first obtained from the Landlord) nor allow anyone else to do so and not without the previous consent of the Landlord to carry out any redecoration of the Premises or any part thereof and if the Tenant is in breach of these provisions they shall be liable for the entire cost of redecoration or repair
- 4.34 Not to do or allow anyone else to do anything on the Property, which may be a nuisance to, cause damage or annoyance to, the Landlord or the tenants or occupiers of any adjoining premises.
- 4.35 Not to assign or sublet the whole or part of the Property and not to part with or share possession of the Property or any part thereof
- 4.36 To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord.
- 4.37 At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement.
- 4.38 Not to remove any Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning.
- 4.39 To return all keys to the landlord by 12 noon on the last day of the expiration or earlier determination of the tenancy and failure to return the security keys to the Building shall result in the tenant being liable for the cost of a replacement security lock being fitted and the cost of new keys being issued to the Tenants of all the other flats in the Building of which the Property forms part such cost not to exceed £600.00.
- 4.40 During the last thirty days of the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day.
- 4.41 Not to remove from the Premises the Fixtures Fittings Furniture and Chattels and not (without the Landlord's prior approval) to install move in or place within the Premises any other Fixtures Fittings Furniture and Chattels

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- 4.42 Not to keep or permit to be kept on the property any dog cat bird or any other pets or animals whatsoever

5. IF the Tenant –

- 5.1 is at least fourteen days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or
- 5.2 Has broken any of the terms of this Agreement

Then, subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force.

(Note: The Landlord cannot recover possession without an order of the court under the Housing Act 1988.  
Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.)


6. THE Landlord agrees with the tenant –

- 6.1 That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:
- 6.2 this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise.
- 6.3 This clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
- 6.4 The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any other occupier of the Premises or any person being a servant of the Tenant or being on the Premises with his express or implied permission or occurring to the said Premises or to the Fixtures Fittings Furniture and Chattels or property of the Tenant or of any such person therein.
- 6.5 The Landlord shall not be liable for any interruption of any of the services mentioned in this agreement by reason of necessary repair or maintenance of any installations equipment or apparatus or damage thereto or destruction by an insurable risk or by reason of technical breakdown or frost or other conditions or for any act omission negligence of any servant or agent of the Landlord in or about the performance of any duty relating to the provision of services

7. IF section 9 of the Landlord and Tenant Act 1985 applies to the tenancy, the Tenant's obligations are subject to the effect of that section.

8. WHERE the context admits –

- 8.1 "The Landlord" includes the successors to the original landlord
- 8.2 "The Tenant" includes whosoever for the time being is entitled to the Property under the terms of this Agreement and whenever there is more than one Tenant all agreements and obligations on the part of the Tenant can be enforced against all of the Tenants jointly and against each individually
- 8.3 "The Property" includes any part of the Property or the Fixtures, Furniture and Effects

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8.4 An Inventory check will be undertaken prior to you moving in to the Property and an Inventory check-out will be undertaken at the termination of the Tenancy. There will be a fee of £50 + VAT payable for both the check in and check out charged to and payable by the Tenant

9. NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

66 Chalk Farm Road Ltd  
C/o Hallmark Estates Ltd  
46 Gt Marlborough Street  
London, W1F 7JW

10. LANDLORD'S BANK ACCOUNT

Bank: Royal Bank of Scotland  
Account Name: Hallmark Estates Ltd, No 3 Account  
Account Number 10053193  
Sort Code 16-00-38  
Bank Address: London Drummonds Branch  
Ref: Surname

11. THE Landlord for the duration of the tenancy shall hold the Deposit of £ 1,800.00 The deposit will be returned at the expiration of this agreement minus any damages, excluding fair wear and tear, sustained on the property in accordance with the provisions of an insurance-based Tenancy Deposit Scheme

AS WITNESS the hands of the parties on the date specified above

SIGNED by the above-named  
(the Landlord)



ON BEHALF OF 66 CHALK FARM  
ROAD LTD.


in the presence of

LONDON RESIDENTIAL

SIGNED by the above-named  
(the Tenant)



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Initial  .....

Flat 1B, 66 Chalk Farm Road

66 Chalk Farm Road Ltd / ~~Bow~~ DIETHELM

HOUSING ACT 1988  
Section 21(1)(b)

Assured Shorthold Tenancy: Notice Requiring Possession:

Fixed Term Tenancy  
(Notes)

(1) Name and address of tenant	To (1) of	Mr Martin Heinz Diethelm Buchoggweg 27 5035 Untertentfeldim Switzerland
(2) Name and address of landlord (Note 2 overleaf)	From (2) of	66 Chalk Farm Road Ltd C/o Hallmark Estates Ltd 46 Great Marlborough Street London W1F 7JW
(3) Address of dwelling		I give you notice that I require possession of the dwelling house known as (3)  Flat 1b, 66 Chalk Farm Road London NW1 8AN
(4) Date of expiry (Note 3 overleaf)	after (4)	<sup>14</sup> 15/02/2015
(5) Note 3 overleaf	Dated (5)	15/02/2014
	Landlord	66 Chalk Farm Road Ltd
(6) Name and address	[Landlord's agent] (6)	66 Chalk Farm Road Ltd C/o Hallmark Estates Ltd 46 Great Marlborough Street London W1F 7JW

NOTES  
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1. On or after the coming to an end of a fixed term assured shorthold tenancy, a court must make an order for possession if the landlord has given a notice in this form.
2. Where there are joint landlords, at least one of them must give this notice.
3. The length of the notice must be at least two months and the notice may be given before or on the day on which the fixed comes to an end.

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