

# TENANCY AGREEMENT

**Address:** 84 Fortune Green Road

West Hampstead NW6 1DS

**Tel:** 02077949981,02074358077

**Email:** [info@londonsweethomes.co.uk](mailto:info@londonsweethomes.co.uk)

This Assured Short hold Tenancy Agreement is made as of the date of the last signature.

**Between: Mr Darren Summogum and Mr Sanjay Summogum**

**Of: 1 Skardu Road,Cricklewood,London ,NW2 3ES**

**Contact Number: 07949629948**

**(Landlord)**

**And**

**(2) Mrs Fariba Ghanbari Kalashi AND Mr Mohammad Hadi Ghanbari Kalashi**

**Contact Number:07931617033**

**(The Tenant)**

1. Definitions and interpretation

1.1 In this Agreement, the following definitions are used:

**Agreement:** This assured short hold tenancy agreement and any amendments from 02/05/2015 to 01/05/2016.

**Building:** Flat B,Skardu Road,Cicklewood ,London .NW2 3ES Common Areas The communal halls, lift (if any), entrance, staircase, passageways, driveways and other common areas in the Building;

**Deposit:** £1590.00

**The Deposit will be protected by Deposit Protection Service (DPS) by Landlord.**

**Inventory:** The list of fixtures and fittings at the Property signed by the Landlord and the Tenant.

**Property:** Flat B,Skardu Road,Cicklewood ,London .NW2 3ES together with any fixtures and fittings on the Inventory;

Rent the sum of £1170.00 per month.

The first payment for the first month of £1170.00 for rent being due on signing of this contract or prior to the date of taking possession.

Payment not cleared on due date is £15 penalty.

After 15 days if not paid in full, 5% above Barclays bank interest.

At the end of contract Tenant over stay will be charged 15% premium of the monthly Rent.

Superior Landlord Any person who at the relevant time is the landlord of the Landlord

**Term A term of 1 Year (With 6 Month Break Clause)**

**The Term shall be from and including 02 May 2015 to and including 01 May 2016 subject to a break clause after six months of the commencement, i.e. With 2 month notice. (Notice can not be given during Summer holiday and Christmas holiday.)**

1.2 In this Agreement, unless the context requires a different interpretation:

The singular includes the plural and vice versa;

References to sub-clauses, clauses, schedules or appendices are to sub-clauses, schedules or appendices of this Agreement.

A reference to a person includes firms, companies, government entities, trusts and partnerships.

The headings and sub-headings do not form part of this Agreement.

1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

1.4 If two or more persons are together the Tenant or Guarantor their obligations to the Landlord shall be joint and several.

1.5 This Agreement is for private residential accommodation and includes the Inventory.

1.6 Any obligation on the Tenant to do or not to do something includes an obligation on the Tenant to use his reasonable endeavors to ensure that no other person does or fails to do that same thing.

1.7 Any right given to the Landlord shall include such a right for the Superior Landlord.

**2. Grant of Tenancy**

2.1 The Landlord grants and the Tenant accept a tenancy of the Property for the Term at the Rent with the right to use the Common Areas (along with the other tenants and occupiers at the Building) on the terms contained in the Agreement.

2.2 This Agreement is intended to be an Assured Short hold Tenancy under the Housing Act 1988

(as amended by the Housing Act 1996). When the Term expires the Landlord can recover possession of the Property unless the Landlord issues a notice stating that the tenancy is no longer an Assured Short hold Tenancy.

2.3 The Tenant accepts that the Landlord:

2.3.1 Will be entitled to recover possession of the Property at the end of the Term; and

2.3.2 It is not entitled to end this Agreement before the end of the Term.

2.4 If the Tenant has the use of the Landlord's furniture these are listed in the Inventory. The Tenant will:

2.4.1 Not damage or remove any of the items in the Inventory from the Property; and

2.4.2 Make good all damages and breakages of items on the Inventory which may occur during the Term; and

2.4.3 Keep the items in the Inventory clean and in a good condition.

3. Tenant's obligations

3.1 To pay the Rent and all other sums due under the Agreement (whether formally demanded or not) clear of all deductions at the agreed times.

3.2 To pay directly to suppliers (or, where shared with other tenants at the Building, to pay a fair proportion of) all charges for gas, electricity, oil, water, sewerage, telephone (including line rental), council tax (or any similar property tax that might be charged in addition to it), any television license or other services used at the Property.

3.3 Not to make any alteration, improvement or addition to the Property. No drilling holes & nails.

3.4 Not to redecorate or paint the Property without the Landlord's prior written consent.

3.5 To keep the inside of the Property (including glass in the windows) in a good state of repair and condition.

3.6 To keep the Property clean and in a good condition and make good any damages or breakages to the Property (fair wear and tear excepted), provided that this clause shall not impose any obligation on the Tenant that is the obligation of the Landlord under section 11 of the Landlord and Tenant Act 1985.

3.7 To keep any Common Areas clean and fit for use.

3.8 Not to take in any lodgers or assign, sublet, charge or part with or share occupation of the Property or any part of it.

3.9 To use the Property as a single private home and not to carry on any trade, profession or business on or from the Property.

3.10 Not to keep any pets or park a caravan, boat or trailer at the Property.

3.11 Not to cause a nuisance or intimidation or verbal abuse to any other person in neighbouring properties or to any other person at the Property.

3.12 Not to use the Property for any immoral or illegal purpose.

3.13 Not to leave the Property unattended for a period of more than 21 consecutive days or change the locks on any door or window without the prior written consent of the Landlord.

3.14 On leaving the Property to:

3.14.1 Yield up the Property with full vacant possession; and

3.14.2 Give the Landlord a forwarding address; and

3.14.3 Remove all rubbish and personal items (including the Tenant's own furniture and equipment) from the Property; and

3.14.4 Return all the keys to the Property to the Landlord.

3.15 If any Tenant's personal items have not been removed from the Property when the tenancy ends:

3.15.1 the Tenant will pay damages at a rate equal to the Rent then payable for the Property until the Tenant has removed all items; and

3.15.2 They will be considered abandoned 21 days after the Tenant has left the Property and the Landlord may dispose of them as he sees fit.

3.16 To permit the Landlord or the Superior Landlord (and all those authorized by the Landlord or Superior Landlord) at reasonable times to enter the Property to:

3.16.1 Check the state of repair, decoration and condition of the Property;

3.16.2 Carry out repairs, decoration or alteration to the Property or adjoining property;

3.16.3 Clean or renew any pipes, sewers drains or gutters at the Property.

3.17 To notify the Landlord of any disrepair or defect or act of vandalism carried out to the Property, Common Areas or the items on the Inventory.

3.18 To immediately comply with any notice that may be given by the Landlord requiring any damage to the Property or items on the Inventory to be made good.

3.19 If within one month of receiving a notice under clause 3.15 the Tenant has failed to comply with such notice, it will be lawful for the Landlord or Superior Landlord (as the case may be) to enter the Property (but without prejudice to the right of re-entry) and execute the repairs and the cost incurred by the Landlord or Superior Landlord shall be repaid by the Tenant on demand.

3.20 To comply with any terms and conditions contained in the head lease that are communicated to the Tenant by the Landlord or the Landlord's agent.

#### 4. Landlord's obligations

4.1 Subject to the Tenant paying the Rent and carrying out its obligations under this Agreement, the Landlord agrees that the Tenant may quietly possess and enjoy the Property.

4.2 The Landlord or Superior Landlord shall maintain and keep in good repair the exterior of the Property and keep all installations for the supply of water, sanitation and heating at the Property in working condition.

4.3 The Deposit must be held in one of the Government tenancy deposit protection schemes (Deposit Scheme).

4.4 Within 30 days of receiving the Deposit, the Landlord must give the Tenant the necessary prescribed information about the Deposit Scheme.

4.5 Subject to any rules or provisions of the Deposit Scheme, the Landlord or his agent will be entitled to claim from the Deposit:

4.5.1 Any Rent or other sums payable by the Tenant under this Agreement which are in arrears; and

4.5.2 Any reasonable sum the Landlord incurs in remedying any failure by the Tenant to comply with any of the terms of this Agreement, including those relating to the cleanliness, state and condition of the Property and items on the Inventory (provided always that the sum claimed by the Landlord is reasonably incurred and reasonable in amount); and

4.5.3 Any unpaid account for services or council tax incurred at the Property; and

4.5.4 Any reasonable costs incurred in respect of any repair or damage to the Property or items on the Inventory (fair wear and tear and repair that is the responsibility of the Landlord excepted).

4.6 Unless required under the Deposit Scheme no interest will be paid to the Tenant by the Landlord in respect of the Deposit.

4.7 The Landlord or Superior Landlord must insure the Property and the contents which belong to the Landlord with an insurance company of repute against fire and such other risks as the Landlord from time to time in his absolute discretion decides to insure against. The Landlord shall be under no obligation to insure the Tenant's personal items at the Property.

4.8 The Landlord will ensure that all furnishings at the Property meet with legal regulations on safety and that all appliances are maintained and the appropriate safety checks carried out.

4.9 The Landlord may recover possession of the Property (subject to any statutory provisions) and the tenancy will come to an end (subject to any other rights or remedies the Landlord may have) if at any time:

4.9.1 Any Rent or any part of the Rent payable under this agreement is outstanding for 14 days after becoming due (whether formally demanded or not); or

4.9.2 There is a breach by the Tenant of any of obligation or other provision of this agreement; or

4.9.3 Any of the following grounds for possession contained in Schedule 2 of the Housing Act 1988 shall apply:-

4.9.3.1 Part I of Schedule 2, Grounds 2 or 8; or

4.9.3.2 Part II of Schedule 2, all Grounds with the exception of Grounds 9 and 16; or

4.9.3.3 The Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed or enters into an arrangement for the benefit of his creditors.

4.10 If any Rent or other sums due are not paid 14 days after becoming payable (whether formally demanded or not), the Tenant will pay at the rate of 4% per annum calculated from the date payment is due up to the date payment is received by the Landlord and such sums will be recoverable as rent in arrears.

4.11 If the Property is damaged to such an extent that the Tenant cannot live in it, the Rent does not need to be paid until the Property is rebuilt or repaired so that the Tenant can live in it again

unless:

4.11.1 The cause of the damage is something which the Tenant did or failed to do as a result of which the Landlord's insurance policy has become void; and

4.11.2 The Landlord had given the Tenant notice of what the policy required.

## 5. General

5.1 Any notice or other document shall be served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first class post. Notices shall be deemed served the day after being left at the property or the day after posting.

5.2 For the purpose of Section 48 of the Landlord & Tenant Act 1987, any notices, including notices in proceedings, must be served on the Landlord at the address stated in this Agreement.

5.3 If there is a Guarantor, he guarantees that the Tenant will perform his obligations in this Agreement. The Guarantor agrees to pay on demand to the Landlord any Rent and other sums due to the Landlord by the Tenant under this Agreement.

5.4 The parties agree that this agreement and any dispute or claim arising of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English Courts.

5.5 Not to erect a satellite dish or cabling or any electronic reception device or to install or alter wiring at the Property without formal written consent from the Landlord and agreement as to the method and type of installation, such consent not to be unreasonably withheld.

5.6 At the end of the tenancy if the installation and wiring and cabling is removed by the tenant or the tenant's contractor or at the request of the Landlord, then the reasonable costs of the removal, reinstatement and making good of the Property will be met by the tenant.

5.7 To keep the garden and outside areas of the property in good seasonable order throughout the tenancy. In particular to:

(I) To protect the shrubs, trees and plants growing in the garden of the property

(II) The property is only for one person and if landlords knows more than one people are living in the flat, landlord can give the notice to them and tenant have to vacate the property ASAP.



Shape at the start of the tenancy.

(III) Towards end of contract viewing for prospective new tenant and property has to be in presentable condition for viewing .If too many content put them in storage off the site paid by Tenant.During tenancy, full access to the property should be given within 24h notice

Signed by the (Landlord) **Mr Darren Summmogum and Mr Sanjay Summogum**



Signed by the (Tenant) **Mrs Fariba Ghanbari Kalashi,Mr Mohammad Hadi Ghanbari Kalashi**

Signed: 

Signed by the (witness) **London Sweet Homes Agency**

Signed: ~~London Sweet  
Homes  
84 Fortune Green RD.  
NW6 1PS~~ 