

**RESIDENTIAL ASSURED SHORTHOLD TENANCY AGREEMENT FOR ALL TYPES OF
RESIDENTIAL ACCOMMODATION FURNISHED OR UNFURNISHED**

TENANCY AGREEMENT

PREMISES: Description (House/Maisonette/Flat/Suite of rooms) together with so far as the Landlord is able to grant the same where necessary the right to use the entrance hall lift staircase outer door and vestibule in common with the tenants occupiers and persons having the like right [and the garden (if any)] and TOGETHER with the fixtures furniture and effects (hereinafter referred to as 'the contents' now in or upon the Premises and more particularly specified in the Inventory thereof signed by or on behalf of the parties hereto.

PROPERTY: Third Floor Flat, 103 Canfield Gardens, London NW6 3DY

LANDLORD: Mr Hilmar Schonauer
Second Floor Flat, 103 Canfield Gardens
London NW6 3DY
(The expression 'the Landlord' shall where the context admits include the person for the time being entitled in reversion expectant on the tenancy hereby created).

TENANT: Miss Zara Nathan

TERM: A term certain of one year less one day from the commencement date.

COMMENCEMENT DATE: 30th July 2013

RENTAL PERIOD: Per calendar month

RENT: [Redacted] for each Rental Period payable in advance on the first day of each Rental Period.

DEPOSIT: [Redacted]

DEFINITIONS: (a) 'Premises' in these conditions includes Landlord's fixtures and fittings therein.
(b) If two or more persons are together the Tenant their obligations to the Landlord shall be joint and several.
(c) References to the masculine gender include the feminine; to the singular include plural and to 'months' mean calendar month.
(d) DPS – The Deposit Protection Service.

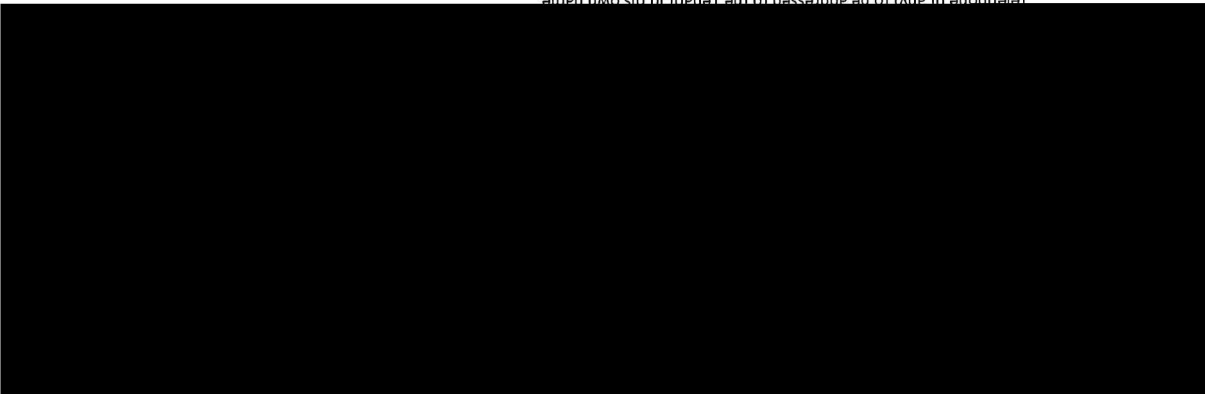
DULY AUTHORISED AGENT: Russell Henry & Williams, 112 Finchley Road, London NW3 5HT

- 1 The Landlord lets and the Tenant takes the Premises for the Term and at the Rent specified above.
- 2 This Tenancy is subject to and the Tenant agrees to and the General Tenancy Conditions printed overleaf with the amendments and additions to them.
- 3 This Agreement is intended to give rise to an Assured Shorthold Tenancy as defined in Section 20(p19A) of the Housing Act 1988.
- 4 The Tenant shall pay to the Landlord or the duly authorised agent on the signing of this Agreement the amount of the Deposit and the first payment of rent.
- 5 The deposit will be protected by the Deposit Protection Service (The DPS) in accordance with the terms and conditions of the DPS. The Terms and conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at www.depositprotection.com. Brief details can be found in section 7

Date 2013 t t

Signed. [Redacted] Signed. [Redacted]

- 1.12 Use the premises only for the purpose of a private residence in single occupation and for no other purpose whatsoever and not take in or receive any lodgers boarders or paying guests or permit or suffer to reside in the Premises any person or persons other than the Tenant and his immediate family.
- 1.11 Not assign sub-let or part with possession of the whole or any part of the Premises.
- 1.10 Keep clean the windows of the Premises and replace all broken glass.
- 1.9 Keep the drains gutters and pipes of the Premises clear the chimneys (if any) swept the garden (if any) neat and free from weeds.
- 1.8 Permit the Landlord and his agents with or without workmen and others at all reasonable times during the tenancy subject to prior notice being given (except in case of emergency) to enter into and upon the Premises for the purposes of inspecting and repairing and painting the outside thereof or of carrying out and completing any structural or other necessary and proper repairs to the premises or any adjoining premises or of examining the state and condition of the Premises or contents.
- 1.7(a) Not alter or change or install any locks on any doors or windows in or about the Premises or have any additional keys made for any locks without the prior written consent of the Landlord.
- 1.6 Not remove the contents or any part thereof or any substituted items from the Premises.
- 1.5 Keep the garden (if any) properly cultivated and free from weeds and in a neat and tidy condition and any lawns properly mown and trees and shrubs pruned and not alter the layout of the garden. Not damage or injure the Premises or make any alteration or addition to the Premises.
- 1.4 Not carry out any redecoration of the said Premises or any part thereof without the previous consent in writing of the Landlord or the Landlord's agents and in case of any breach of this stipulation the Tenant shall be responsible for the entire cost of redecoration at the expiration or sooner determination of the tenancy.
- 1.3 Keep the interior of the Premises during the Term in as good and clean state of condition and decoration as the Premises are in at the commencement of the Term and make good all damage and breakages to the Premises caused by the tenant during the Term (fair wear and tear and damage by accidental fire and other insured risks excepted) and immediately replace all broken glass (broken by the Tenant), electric light bulbs and fuses.
- (b) Pay for all gas and electricity consumed on or supplied to the premises during the Term and for all charges made for the use of the telephone (if any) and for the water supply sewerage charges as directed by the appropriate water authority on the Premises during the term within twenty eight days after receipt by the Tenant of the respective accounts falling which the Landlord reserves the right to have the gas electricity water or telephone services disconnected and the Tenant shall not be permitted to change the number of the telephone.
- (c) Without prejudice to the generality of the foregoing arrange and discharge accounts for all such services for the period down to the date of the expiration or sooner determination of the tenancy.



telephone (if any) to be added in his own name:

- 1.13 Not carry on or permit to be carried on upon the Premises any profession trade or business whatsoever nor do or suffer to be done in the Premises or elsewhere anything which may be or become a nuisance annoyance or inconvenience to the Landlord or the tenants or occupiers of any neighbouring premises or which may vitiate any insurance of the Premises or increase the premium for such insurance.
- 1.14(a) Not permit any sale by auction to be held on the Premises.
- (b) Not use or permit the Premises to be used for any illegal unlawful or immoral purpose.
- 1.15 Not place or exhibit any notice board or notice whatsoever on any part of the Premises nor remove from the windows of the Premises any curtains save for the purpose of cleaning the same.
- 1.16 Not to keep or suffer to be kept in the Premises any cat dog or other pet animal.
- 1.17 Deliver up to the Landlord the Premises and the Landlord's contents and all new fixtures and additions thereto (except such as the Tenant shall be entitled by law to remove) or the articles substituted for the same at the expiration or sooner determination of the tenancy in such good condition cleanliness and complete repair as aforesaid.
- 1.18 Preserve the Landlord's contents from being destroyed or damaged and make good pay for repair or replace with articles of a similar kind and of equal value any such parts of the Landlord's contents as shall be destroyed lost broken or damaged (fair wear and tear and damage by accidental fire and other insured risks only excepted).
- 1.19 Not bring to the Premises any additional furniture without the consent of the Landlord or his agent and leave the contents at the expiration or sooner determination of the tenancy in the rooms and places in which they were at the commencement of the tenancy.
- 1.20 Pay for the cleaning of all linens counterpanes blankets toilet covers and similar articles and for upholstery carpets and curtains to be professionally cleaned annually.
- 1.21 Upon receipt from the landlord or his agents of a notice in writing specifying wants of repair cleansing amendment and restoration to the interior of the Premises and of all destruction loss breakage or damage of or to the contents as the Tenant shall be bound to make good then found within one month then next following the Tenant shall repair cleanse amend and restore or make good the same accordingly and this sub-clause is without prejudice to any other rights or remedies of the Landlord.
- 1.22 Not play any musical instrument or use any sound production equipment so as to cause annoyance or disturbance to adjoining residents and without prejudice to the generality of the foregoing not between the hours of 11pm and 7am to play any such instrument or use any such equipment so as to be audible outside the Premises.
- 1.23 Keep the television set (if any) and all other electrical appliances in good working order and pay for the licence of any television set or a proper proportion thereof according to the duration of the tenancy.
- 1.24 Not deposit any store of fuel elsewhere than in any receptacle provided for the purposes nor keep any combustible or offensive goods provisions or materials upon the Premises.
- 1.25 Not hang or allow to be hung any clothes or other articles on the outside of the Premises nor allow any linen or clothes to be exposed for drying.
- 1.26 Not pull down alter or add to or in any way interfere with the construction or arrangement of the Premises and not cut into or injure or make any holes in or affix anything to the walls ceiling and floors of the Premises.
- 1.27 Keep open and in good working order and free from obstruction all baths sinks taps and lavatories cisterns waste and other pipes on the Premises and indemnify the Landlord against all damage through any breach of this stipulation or through leakage or overflow from any such drains or fittings resulting from any such breach as aforesaid.
- 1.28 Promptly repair or clean or cause to be repaired or cleaned (as the case may be) at the Tenant's expense any burst pipes resulting from the default or negligence of the Tenant his servants or agents and meet the cost thereof and take all reasonable precautions during the Term to prevent the freezing or bursting of water pipes and storage tanks.
- 1.29 Not obstruct or leave any article in the communal areas of the property.

if the Premises or any part thereof shall at any time during the said Term be destroyed or damaged by fire explosion or otherwise so as to be unfit for occupation this Agreement shall forthwith determine but without prejudice to the rights of the parties hereunder in respect of any antecedent breach.

3 DETERMINATION

- (i) Provided that if the rent or any instalment or part thereof shall be in arrears for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant or if the property shall (except with the written consent of the Landlord) be left vacant or unoccupied for a period of 21 days or more or if the Tenant shall become bankrupt then the Landlord may re-enter the property and immediately thereupon the Tenancy shall be absolutely determined without prejudice to the other rights and remedies of the Landlord and deposit forfeit. EXCEPT that the tenancy shall not be deemed to so determine in the event of the Landlord or his agents entering the Premises for the purposes mentioned in clause 1.8 herein
- (ii) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the Premises or any person being a servant of the Tenant or being on the Premises with the Tenants express or implied permission or occurring to the said Premises or to the fixtures chattels or property of the Tenant or of any such person therein by reason of any negligence by the Tenant.
- (iii) Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant and the Landlord shall be entitled so to assume without enquiry.

2 FORFEITURE

- 1.37 Not appoint any contractor or workman or incur any expenditure on the Landlords behalf (except outside working hours in the case of burglary, flood, fire or gas escape) without the prior written consent of the Landlord.
- 1.36 Perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.
- 1.35 Not leave the Premises unoccupied for any period whatsoever without locking or securing all doors and windows. And in all cases not leave the property vacant for more than 21 days without notifying the Landlord.
- 1.34 Hand over to the Landlord or his agents at a mutually convenient time on the last day of the tenancy whether on its expiration or sooner determination all KEYS to the Premises.
- 1.33 If the Tenant's goods or any of them or any goods belonging to members of the Tenant's household shall not have been removed from the Premises at the time of expiration or sooner determination of the tenancy pay to the Landlord damages at a rate equal to the Rent then payable for the Premises until the Tenant shall have removed all such goods. Also pay to the Landlord in checking the said inventory (which cannot be checked until all goods belonging to the Tenant or members of his household have been removed).
- 1.32 If the Tenant or any agent appointed by him shall not keep a mutual appointment made by the Landlord's agent to check the said inventory at the end of the tenancy pay the additional cost incurred by the Landlord in making and attending a second appointment to check the said inventory and if neither the Tenant nor his agent shall keep such second appointment a second appointment made by the Landlord's agent of the compensation or other sums payable by the Tenant shall be final and binding on the Tenant.
- 1.31 During the last month of the tenancy allow prospective tenants to be shown over the Premises upon 24 hour prior notice being given to the Tenant and in case it shall not be convenient for the Tenant to be at the Premises at the time of any such viewing to make the keys available to the Landlord's agents so that such agents may escort prospective tenants over the Premises. The property should also look presentable and suitable for future tenants.
- (a) Forthwith give notice to the Landlord or his agents of:
 any damage defect or want of repair affecting any of the Landlord's contents and in addition to his other liabilities hereunder the Tenant shall be liable for all loss and expense arising from failure to give such notice even though such damage defect or lack of repair may have resulted from fair wear and tear as aforesaid.
- (b) any damage or defect or want of repair of whatsoever nature affecting the Premises of which the Tenant becomes aware.
- (c) any notices proceedings or letters (except for notices served by the Landlord on the Tenant) served either at the Premises or on the Tenant relating to the Premises or use thereof.

(i) The Tenant agrees to pay the Landlord's reasonable and proper costs of and in connection with:
 All applications by the Tenant for any consent or approval of the Landlord required by the terms hereof including those incurred in cases where consent is refused or the application is withdrawn.
 (iii) Whatsoever and in the case of legal costs on a Solicitors and own client basis.

6 CONTRIBUTIONS

a) If applicable the Landlord has been the owner-occupier of the premises within the meaning of Ground 1 of Schedule 2 of the Housing Act 1988 and the possession of the premises may be recovered by the Landlord has previously occupied the premises as his only or principal home or requires the premises as the only or principal home of the Landlord or the Landlord's family and if applicable the premises are subject to a mortgage within the meaning of Ground 2 of Schedule 2 of the Housing Act 1988 and possession of the premises may be recovered by the mortgagee under the said Ground 2.

b) Where this Agreement creates an Assured Shorthold Tenancy as defined by the Housing Act 1988 then the Landlord hereby gives the Tenant notice that

5.3

5.2 **LANDLORD:** Under section 48 of the Landlord and Tenant Act 1987 - The Tenant is hereby notified that notices (including notices in proceedings) can be served on the Landlord by the Tenant at the Landlord's address detailed on page 1 of this agreement.

5.1 **TENANT:** Any notice request demand or other instrument under this Agreement shall be in writing and may be served on the Tenant either at the last known registered office and/or business address of the Tenant or at the Premises by sending it by registered post or by recorded delivery service to such Premises.

5 NOTICES

4.7 To keep the property insured against loss or damage by the usual insured risks.

4.6 To keep the property in a good state of repair and condition.

4.5 That he is sole owner of the leasehold interest in the property and that all consents necessary to enable him to enter into this agreement (whether from Superior Lessors or Mortgagees or others) have been obtained.

4.4 That all mechanical and electrical equipment in the property is in good repair and working order and that the landlord will at his own expense maintain the same in such condition during the term of the tenancy (except in the case of misuse by the tenant)

4.3 That during the said Term herein granted to pay the rent reserved by any Head Lease and to perform (so far as the Tenant is not liable for such performance under the covenants on his part herein before contained) all the lessee's covenants contained therein.

4.2 That the Tenant paying the Rent and performing the obligations on the part of the Tenant may quietly possess and enjoy the Premises during the Tenancy without any lawful interruption from the Landlord or any person under or in trust for the Landlord.

4.1 To pay and indemnify the Tenant against all rates taxes assessments and outgoings in respect of the Premises (other than those mentioned in Clauses 1.2(b) and 1.36 above)

The Landlord covenants:

4 LANDLORD'S OBLIGATIONS

- 7.1 The Deposit has been taken for the following purposes:
- a) 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 fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord
 - b) The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings;
 - c) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
 - d) Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.
- 7.2 The deposit is safeguarded by the Deposit Protection Service.
The Pavilions, Bridgewater Road, Bristol, BS99 6AA, tel: 08707071707 e-mail: enquiries@depositprotection.com
- 7.3 At the end of the tenancy the Agent/Landlord must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the deposit
- 7.4 If there is no dispute the DPS will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the deposit.
- 7.5 If, after 10 working days following notification of a dispute to the Agent/Landlord and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the DPS for adjudication. All parties agree to co-operate with the adjudication.
- 7.6 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (Section 7) above.

7 **DEPOSIT**