

Residential: Assured Shorthold Tenancy Agreement**FURNISHED/UNFURNISHED/PART-FURNISHED**

Premises: Description : BASEMENT FLAT
Address : 19 FORTESS ROAD, LONDON NW5 1AD



Term : 12 MONTHS

Start Date : 7th July 2013

Ending Date : 6th July 2014

Rental Period: Monthly



For each rental period payable in advance on the first day of each such rental period in cash.

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

It is agreed as follows:

- (1) The landlord(s) lets and the tenant(s) takes the premises for the term and at the rent as specified above.
- (2) This tenancy is subject to and the tenant agrees to be bound by the general tenancy conditions set out in this agreement with the amendments and additions to them (if any) set out under the heading 'Special Tenancy Conditions'.
- (3) The tenant shall pay to the landlord on the signing of this agreement the amount of the deposit specified and the first payment of rent.
- (4) The landlord may bring the tenancy to an end at any time before the expiry of the term by giving to the tenant not less than two months written notice stating that the landlord requires possession of the premises.
- (5) This tenancy does include the use of the landlord's furniture and effects.

BY OR FOR THE LANDLORD:

PRINT NAME: D. CHAN SIGNED: [Signature] DATE: 7/7/13

BY OR FOR THE TENANT(S):

PRINT NAME: MA LAI WAN SIGNED: MALAI WAN DATE: 7.7.13

Agents Initials:

DC

Tenant(s) Initials:

MLW

Tenancy Conditions

Tenant's obligations:

The tenant will:

- 1 Pay the rent to the landlord at the times and in the manner specified with no deductions or set off whatsoever and will pay interest at the rate of 15% per annum on any rent in arrears for more than fourteen days calculated from the date that the rent was due to be paid to the date upon which it is actually paid.
- 2 Not use the deposit as the last months rent under any circumstances nor be entitled to withhold payment of any installment of rent or any other monies payable under this agreement on the grounds that the landlord has the deposit monies in his possession or on the ground that the landlord is or may be in breach of any of his obligations to the tenant whether under the terms of this agreement or imposed by statute or otherwise.
- 3 Agree that if at the commencement or during the term the tenant shall become entitled to the payment of any Housing Benefit or any other similar monies by a Local Authority, then the tenant hereby irrevocably authorises the landlord or his agents, if the property is managed by the agent to receive such sums as and when the same fall due from the said Local Authority and also hereby authorises the said Local Authority to pay such monies to the landlord or his agent if the property is managed by the agent and the agents receipt for same shall be sufficient discharge to the said Local Authority for payment of such Housing Benefit or other monies. The tenant undertakes to repay on demand any overpayment of Housing Benefit or other similar monies re-claimed by the Local Authority. The tenant agrees by signing this tenancy agreement that the landlord or his agent have full authority to discuss any matter whatsoever regarding the benefit claim or monies with the appropriate authority.
- 4 Pay to the landlord or his agent all costs and expenses including VAT incurred in respect of the recovery from the tenant any rent or other monies owed, the enforcement of any provisions of this agreement and the service of any notice relating to any breach of any of the tenants obligations.
- 5 Pay for all the electricity, consumed on or supplied to the property including all a fair proportion of all standing charges and rental charges, via the Pre-pay Coin meter located with the property.
- 6 Permit the landlord, the landlords employees or agents to enter the premises at all reasonable times to inspect the pre-pay coin meter and collect all monies contained therein
- 7 Pay the television (if any) license fee for the premises.
- 8 Pay charges/deposits for connection, (not installation) or termination in respect of electricity and/or gas and/or telephone supply/facilities. The tenant notes that the landlord will pay the installation costs.
- 9 Keep the interior of the premises and the fixtures and fittings in good repair and condition throughout the term and make good (or if required by the landlord, to pay for) all damage to the premises howsoever caused and to the building caused by the act of omission of the tenant or of any other person residing with or visiting the tenant and make good or replace (or if required by the landlord to pay for) all items of the fixtures and fittings which may, from whatever cause, be lost, stolen, broken, damaged or destroyed during the term, except for fair wear and tear.
- 10 Permit the landlord, the landlords employees or agents to enter the premises at all reasonable times to inspect the same, to carry out works of maintenance or other such need, to the property or to a neighboring property, or if a court has given the landlord possession by ending the tenancy, save for emergencies when immediate access may be gained and permit the premises to be viewed at any reasonable time by any person who is, or who is acting on behalf of, a prospective purchaser, prospective tenant or prospective mortgagee of the premises or building during the last two (2) months of the tenancy and in case it shall not be convenient for the tenant to be at the premises at the time of any such view to make the keys available to the agent so that such agent may escort persons accordingly. Section II, Landlord and Tenant Act 1985 advises that reasonable notice is 24 hours.
- 11 Not remove any of the fixtures or fittings from the premises without written consent.
- 12 Not keep any animals, birds or other livestock on the premises without written consent.
- 13 Be responsible for insuring the tenants own contents and possessions.
- 14 Notify the landlord or his agent promptly in writing of any defect or disrepair in the premises of the fixtures and fittings and of the building as a whole.
- 15 Use the premises for the purposes of a single private residence only and not use it for any illegal or immoral purpose and not to conduct any trade or business whatsoever from the premises nor assign or sublet the premises or any part thereof nor part with or share the possession of the premises.
- 16 Not to do or omit to do anything which may cause any insurance policy on the premises or the building or the fixtures and fittings to become void or voidable or which causes the rate of premium on any policy of insurance to increase. The tenant will pay to the landlord or his agent on demand all sums paid by the landlord or his agent by way of increased premium and all other expenses as a result of a breach of this provision.
- 17 Not alter or change or install any lock on any doors or windows in or about the property or have additional keys made for locks without the prior written consent from the landlord or his agent. If any such additional keys are made to deliver the same to the landlord or his agent together with the original keys at the expiration of or sooner determination of the tenancy and in the event that any such keys have been lost to pay to the landlord or his agent on demand and costs incurred in replacing the locks and or keys to which the lost keys belong and note that the landlord and/or his agents reserves the right to retain keys to the premises.

Agents Initials: Tenant(s) Initials:

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- 18 Deliver up the premises and the fixtures and fittings at the end of the term to the landlord or his agent in a clean and tidy condition and in accordance with the tenant's obligations under this agreement.
- 19 Note that the landlord or his agent may at any time deduct from the deposit any unpaid rent or other monies or any loss or expenses incurred or suffered by the landlord or any sums expended by the landlord or his agent arising out of the foregoing matters but the landlord or his agent shall notify the tenant of any such deduction.
- 20 Pay to the landlord or his agent the sum of £10.00 in respect of bank charges for cheques dishonoured by the tenant's bankers each and every time this occurs. This is payable on demand but if not forthcoming, will be paid by the deposit held. Pay to the landlord's agent the sum of £10.00 for each reference the tenant requires for either mortgage purposes or for landlord purposes payable in advance.
- 21 Not fix or suffer to be fixed to the exterior or windows of the premises any notice board, notice sign, advertisement or poster nor make any alterations or additions to the premises nor hang any clothes or other articles on the outside of the property.
- 22 Keep the drains gutters and pipes of the premises, clear the chimneys (if any) sweep the garden (if any) keep the garden (if any) clean and tidy and cut and free from weeds.
- 23 Provided that the tenant has vacated the premises and has returned all the keys to the premises to the landlord or his agent, the deposit shall be returned to the tenant within two weeks following the expiration or determination of the tenancy. The deposit will be returned after deducting all such sums due for non-fulfilment of the tenancy conditions.
- 24 Note that the deposit shall be retained by the landlord as security for performance of the tenants obligations and shall be repayable to the tenant after the end of the tenancy and then without interest and after deduction there from of any sums required to compensate the landlord whether wholly or in part for any breach of obligation on the tenants part.
- 25 Note that if recourse shall be had to the deposit during the tenancy the tenant shall forthwith on demand pay by way of additional rent to the landlord such amount as shall be required to restore the amount of the deposit to the sum paid to the date hereof as the deposit.
- 26 Not make noise so as to cause annoyance or disturbance to neighbours at any time and without prejudice to the generality of the foregoing not between the hours of 11.00pm and 7.30am so as to be audible outside the property.
- 27 Note that as soon as practicable after the termination of the tenancy howsoever the same be determined the landlord shall retain such part of the deposit as shall be necessary to enable the landlord as at the date of such termination to make good any breach or non-compliance by the tenant with his obligations hereunder and to pay all costs charges and expenses incurred in connection therewith and shall account to the tenant for any balance of such sum. If the deposit shall be insufficient for the purpose aforesaid the tenant shall pay to the landlord forthwith on demand such further sums as shall be required for such purposes.
- 28 Pay for the washing and ironing of all linen blankets duvets and curtains and the cleaning of all carpets which have become soiled during the tenancy.
- 29 Not leave the property vacant or unoccupied for a period exceeding 14 consecutive days without first giving written notice to the landlord or his agent of his intention so to do and obtaining a written acknowledgement from the landlord or his agent of such notice and ensure that whenever (and for however short a period) the property is left vacant or unattended that all the external doors and windows are properly secured and burglar alarm activated (if any) and during the winter months the tenant shall take adequate precautions to avoid damage by freezing.
- 30 Clean all the windows and sills and surrounds of the windows of the property regularly and at the end of the tenancy and replace any broken glass immediately.
- 31 Not pull down, alter, add or in any way interfere with the construction or arrangement of the property or the internal or external decoration or decorative schemes or colours thereof.
- 32 Note that if the tenant's goods or any of them or any goods belonging to members of the tenants household shall not have been removed from the property including rubbish at the termination of the tenancy then such items will be disposed of at the tenants cost.
- 33 Vacate the property by 12.00 Noon on the last day of the tenancy whether on expiration or sooner termination and to hand over all keys to the property to the landlord or his agent.
- 34 Deliver up to the landlord or his agent the property and all the fixtures and fittings and additions thereto and any furniture and equipment and effects at the expiration or sooner termination of the tenancy in such good clean state and condition and repair and to replace or repair or compensate any broken or damaged items and leave the furniture equipment and effects at the expiration or sooner termination of the tenancy in the rooms or places in which they were at the start of the tenancy.
- 35 Note that there is no 'break' clause or 'get out' clause unless provided for below under the section 'Special Tenancy Conditions'.
- 36 Not cause the breach by the landlord of any obligations contained or referred to in the lease under the terms of which the landlord holds the property, if applicable.
- 37 Keep electrical appliances and apparatus in good working order and fitted with effective suppressers and replace any parts (including tubes) which may require repair or replacement during the tenancy (fair wear and tear excepted) and replace worn out light bulbs and fluorescent lights and replace any batteries for smoke alarms/detectors, carbon monoxide alarms/detectors and door bells that have become spent.
- 38 Not affix any picture or other object to the walls or woodwork of the property by adhesive tape, or by nail, screw, pin or other object without the prior consent of the landlord.

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- 39 Within seven days after receipt of any notice given or order made by any competent authority in respect of the premises give full particulars thereof to the landlord and to take any responsible steps to comply with the same and to join with the landlord in taking any other reasonable actions in relation thereto as the landlord may decide.
- 40 Keep the ways leading to the property (and any balcony adjacent thereto) clean and unobstructed at all times and ensure that any air bricks or similar device are kept clear at all times.
- 41 Not have cable television/telephone installed without prior written authority from the landlord nor erect or have erected a satellite dish/receiver without prior written authority from the landlord.
- 42 Seek legal and independent advice if the tenant is unsure about the contents of this tenancy agreement.

The landlord agrees with the tenant as follows: -

- (a) That the tenant paying the rent and performing the agreements on the part of the tenant may quietly possess and enjoy the property during the tenancy without any unlawful interruption from the landlord or any person claiming under or in trust for the landlord.
- (b) To return to the tenant any rent payable and in fact paid in advance for any period while the property is rendered uninhabitable or inaccessible by reason of fire or other risks insured against (unless the result of the act or default of the tenant) the amount in case of dispute to be settled by arbitration.
- (c) To keep maintain and repair the structure of the property provided that this agreement shall not be construed as requiring the landlord to carry out works for which the tenant is liable by virtue of his duty to use the property in a tenant-like manner and provided further that the tenant shall indemnify the landlord in respect of the cost of repairs to the structure resulting from misuse of the same howsoever and by whatsoever caused.
- (d) That as the owner of the freehold or leasehold interest in the property he has obtained or procured all consents necessary to empower him to enter into this agreement from any superior landlord mortgagee or any other party.
- (e) To pay and indemnify the tenant against all assessments and outgoings in respect of the property including the water rates, council tax but excluding gas bills, electricity bills and telephone bills.
- (f) The landlord hereby gives the tenant notice that possession of the premises might be recovered on ground 1(b) of part 1 of schedule 2 to the Housing Act 1988 namely if the landlord seeking possession or in the case of joint landlords seeking possession at least one of them should require the premises as his or his spouse's only or principal home in circumstances in which neither that landlord (or in the case of joint landlords any one of them) nor any other person who as landlord derived title under the landlord has acquired reversion on the tenancy for money or money's worth.
- (g) The landlord hereby gives the tenant notice that possession of the premises might be recovered on ground 2 of part 1 of schedule 2 to the Housing Act 1988 namely if (as the premises are subject to a mortgage granted before the tenancy) the mortgagee should become entitled to exercise a power of sale and should require possession of the premises for the purpose of disposing of it with vacant possession in exercise of that power.
- (h) The landlord hereby gives the tenant notice that possession of the premises might be recovered on ground 1 (a) of part 1 of schedule 2 to the Housing Act 1988 namely that at some time before the beginning of this tenancy the landlord seeking possession or in the case of joint landlords seeking possession at least one of them occupied the premises as his only or principal home.
- (i) That the agent, shall be entitled to a commission of 2% (plus VAT) minimum of £2500 plus VAT, if at anytime after the commencement of the tenancy, unconditional contracts for the sale of the property are exchanged with the tenant or any associated party. This commission is payable upon completion and includes fixtures and fittings.
- (j) That the agent, shall be entitled to a commission (plus VAT), if both parties (i.e. the landlord and the tenant(s)) agree to extend or renew the tenancy.
- (k) If the landlord does not have repairs carried out within a reasonable time the tenant can write to the landlord and put him on notice that the repair must be done by a set date. If the landlord fails to repair by that date, the tenant can have the repair carried out and deduct the cost from the rent.
- (l) The landlord shall permit the tenant "quiet enjoyment" which means that the landlord will comply with his repairing obligations in such a manner and within a suitable time-scale so that there is as little interference with the tenancy as possible.
- (m) The landlord is not required to comply with his repairing obligations unless he has been made aware of the need of the repair. This puts the responsibility on the tenant to make the landlord or agent aware of any repairs.
- (n) That adequate buildings and contents insurance is maintained during the tenancy.
- (o) The landlord agrees that the tenant may terminate the tenancy if the property is uninhabitable.
- (p) The landlord agrees to repair and keep in working order all appliances provided by the landlord unless damaged due to tenants negligence.

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Landlord and Tenant Act 1985

Section 11 (as amended by section 116 of the Housing Act 1988)

The Landlord is liable:

- (a) To keep in repair the structure and exterior of the property including drains, gutters and external pipes.
- (b) To keep in repair and proper working order installations for supply of water, gas, electricity.
- (c) To keep in repair and proper working order the installations for sanitation, including basins, sinks, baths and sanitary conveniences.
- (d) To keep in repair and proper working order the installations for space heating and water heating.
- (e) To pay all Council Tax and Water Rates Bills

Miscellaneous

- (a) If two or more persons are together as 'the tenant' then their obligations to the landlord shall be joint and several.
- (b) References to the masculine gender include the feminine; to the singular include the plural; and to 'month' mean calendar month.
- (c) 'Premises' in these conditions includes the landlords fixtures and fittings therein.
- (d) If the premises comprise part only of a building the letting shall include the use (in common with others) of access ways to and from the premises inside the building.

Inventory

If an inventory has not been prepared and agreed by the parties hereto prior to the date hereof the landlord will provide an inventory to the tenant within one week of the date hereof and the tenant sign and return a copy thereof with or without amendments to the landlord within seven days of receipt to the same. If the tenant shall not return such a signed copy of the inventory within seven days the tenant shall be deemed to have accepted the inventory as prepared unless within such period he notifies his objections to the same landlord.

Provided always and it is hereby agreed as follows: -

- (a) The landlord may re-enter the property and immediately thereupon shall absolutely determine without prejudice to any other remedy of the landlord under the following circumstances:

If the rent or any installment 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 in the event of the breach of any of the agreements on the part of the tenant herein contained or implied OR if the property shall without written consent be left vacant or unoccupied for 14 days.

This is to be without prejudice to any right of action the Landlord may have in respect of the tenant's obligation under this agreement. The right of re-entry is not to be exercised by the landlord without a court order while anyone is residing in the premises.
- (b) The acceptance of cheques and other payments in settlement of rent drawn on accounts other than that of the tenant shall be on the basis that any such payment is made as agent on behalf of the tenant and not as acceptance as the tenant or can it be taken to imply that the drawer of the cheque is the tenant.

Special Tenancy Conditions

There shall be incorporated into this agreement such of the provisions set out below as both the landlord and the tenant shall have agreed below against but otherwise these provisions do not form part of this agreement.

Notwithstanding the above the Landlord will pay for all Council Tax and Water Rates bill.

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Landlord and Tenant Act 1987 Section 47

Notification of Landlords Address for Service (Note 1)

The address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant is:



Note : Until the landlord notifies the tenants of his/her address for service, the landlord is unable to enforce payment of rent or service charge arrears. A landlord of all premises except those to which part 2 of the Landlord and Tenant Act 1954 applies must supply the tenant with an address in England and Wales at which notices (including notices in proceedings) may be served on him by the tenant.

Landlord and Tenant Act 1987 Section 48

Notification of Landlords Address for Service (Note 1)

The address in England and Wales at which notices (including notices in proceedings) may be served on the Landlord by the Tenant is:



Note : Until the landlord notifies the tenants of his/her address for service, the landlord is unable to enforce payment of rent or service charge arrears. A landlord of all premises except those to which part 2 of the Landlord and Tenant Act 1954 applies must supply the tenant with an address in England and Wales at which notices (including notices in proceedings) may be served on him by the tenant.

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