

ASSURED SHORTHOLD TENANCY
FOR
RESIDENTIAL ACCOMMODATION

Nissen Estates
TENANCY AGREEMENTS

LANDLORD **Mr C And P Buxton and Mr A Charalambous**
TENANT **Mr Thomas Dykes**
PROPERTY ADDRESS **Flat B, 50 Hemstal Road, London, NW6 2AS**



TENANCY AGREEMENT

TENANCY PARTICULARS

An Agreement made the 28TH day of August 2012.

- A. PARTIES THE **Mr C And P Buxton and Mr A**
 Landlord **Charalambous**
 THE Tenant **Mr Thomas Dykes**
- B. PROPERTY The dwelling-house or flat situated at and being:
 Flat B, 50 Hemstal Road, London, NW6 2AS
- C. TERM A term certain of TWELVE months from
 28TH day of August 2012.
- D. RENT [REDACTED] per calendar month
 (subject nevertheless as hereinafter provided)

PAYABLE in advance by equal calendar monthly payments on the ~~28TH~~ day of each month by Bank Standing Order the first such payment to be made on or before the date hereof.

- E. DEPOSIT [REDACTED]

TENANCY CONDITIONS

1. THE Landlord lets and the Tenant takes the Property together with (in common with all other persons entitled to the like right) the right of access and egress over through and along the common parts of the building including the main entrances and the passage lifts (if any) and staircases leading to the Property for the Term at the Rent payable as above
2. (i) THIS Agreement creates an Assured Shorthold Tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly, save where the Landlord serves a notice under paragraph 2 of Schedule 2A to that Act

(ii) The section 21 notice shall be deemed served if sent by first class post, delivered by hand or recorded delivery.

3. WHERE the context admits
- (a) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
 - (b) "The Tenant" includes the persons deriving title under the Tenant
 - (c) "The Fixtures Furniture and Effects" means the Fixtures Furniture and effects at present within the Property which are specified in an Inventory signed by all the parties.
 - (d) "The Inventory" means the Inventory hereinafter referred to.
4. TENANT'S OBLIGATIONS
- The Tenant agrees with the Landlord that throughout the Tenancy the tenants are jointly and severally liable for all obligations under the agreement and will,
- 4.1 Pay the Rent at the times and in the manner specified without any deduction counterclaim withholding or set-off whatsoever. Any Late rent payment to the Landlord is subject to interest payable at 5% above the Bank of England Base Rate on a daily pro rata basis.
 - 4.2 Any other 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.
 - 4.3 Pay for all gas and electric light and power which shall be consumed or supplied on or to the Property during the tenancy and the amount of the water rate and water meter charges in respect of the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) on the property during the tenancy or a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy and any cost should any of these services be disconnected.
 - 4.4 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.
 - 4.5 Not damage or injure the Property or make any alteration or redecoration in or addition to it without the previous consent of the Landlord in writing.

- 4.6 Preserve the Fixtures Furniture and Effects from being destroyed or damaged and not remove any of them from the Property.
- 4.7 Keep clean open and in good working order and free from obstructions all baths sinks lavatories cisterns drains wastes soil pipes downpipes gullies or other pipes on or serving the Property and to indemnify the Landlord from and against all damages attributable to the Tenant occasioned through any breach of this stipulation or through stopping or bursting leakage or overflow from any of the said pipes drains taps baths sinks cisterns or lavatories provided that the Tenant shall not be liable for any damage occasioned other than by its own negligence or default or its agents visitors or licensee's negligence or default or in respect of which the Landlord shall not impose any liability upon the Tenant which is cast upon the Landlord by Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988.
- 4.8 Keep the interior of the Property during the Term in a good and clean state of repair condition and decoration and make good all damage and breakage to the Property which may occur during the Term (fair wear and tear excepted).
- 4.9 Pay for the washing (including ironing or pressing) of all linen and for the washing and cleaning (including ironing and pressing) of all counterpanes blankets and curtains which shall have been soiled during the tenancy (the reasonable use thereof nevertheless to be allowed for) and pay for the steaming cleaning or professional cleaning of the carpets (if any).
- 4.10 Regularly view and examine the state and condition of both the interior and exterior of the Property and to notify the Landlord or the Landlord's agents forthwith of all defects decays and wants of repair to the Property whenever discovered.
- 4.11 Whenever the Property is left unattended fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Property and turn on the burglar alarm (if any) and during the winter months to take adequate precautions to avoid damage by freezing.
- 4.12 Ensure the Property is adequately ventilated at all times and prevent all problems and damage caused by mould.

- 4.13 Keep all electric lights in good working order and in particular replace all bulbs fuses and fluorescent tubes as and when necessary.
- 4.14 If gas, electricity, water or telephone engineers are required to attend the property, by prior appointment, the Tenants agree to be available to allow the engineer access to the property.
- 4.15 Keep clean the windows of the Premises and replace all cracked or broken glass if created by the tenants.
- 4.16 Keep the garden (if any) properly cultivated and free from weeds and in neat and tidy condition and any lawns properly mown and trees and shrubs pruned and not to cut down or remove any trees shrubs or plants (other than annual plants) and not to alter the layout of any garden.
- 4.17 Not to leave the Property vacant or unoccupied for a period in excess of 28 consecutive days without first notifying the Landlord or his Agent of the intention to do so.
- 4.18 Permit the Landlord or the Landlord's agents with or without workmen at reasonable hours in the day time to enter the Property with reasonable notice to the tenants to view the state and condition thereof or to carry out any repairs for which the Landlord is responsible hereunder.
- 4.19 Not assign sublet mortgage charge or part with possession of the whole or any part of the Property or receive paying guests.
- 4.20 Not carry on in the Property any profession trade or business on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence in single occupation.



- 4.21 Not use the Property for illegal or immoral purposes nor to do or suffer to be done in or upon the Property or any part thereof any act or things which may be or become a nuisance or cause damage inconvenience or annoyance to the Landlord or the Tenant or the occupiers of any adjoining premises or which may vitiate any policy of insurance on the Premises or on the Fixtures Furniture and Effects.
- 4.22 Not alter change or install any locks on any doors or windows in or out the Property or have any additional keys made for any locks without the prior written consent of the Landlord If any such additional keys are made deliver the same up to the Landlord together with all original keys at the expiration or sooner determination of the tenancy and in the event that any such keys have been lost pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belonged.
- 4.23 Yield up the Property at the end of the tenancy in the same clean state and condition it was in the beginning of the tenancy and make good pay for the repair of or replace all such items of the Fixtures Furniture and Effects as shall be broken lost damaged or destroyed during the tenancy (reasonable wear and tear and accidental damage by fire, flood, tempest explosion excepted).
- 4.24 Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy.
- 4.25 Not remove any of the said furniture fixtures fittings and effects whether specified in the said Inventory or not or any part thereof or any substituted furniture and effects from the Property other than for the purpose of repair.
- 4.26 In the event of the Property or any part thereof or any of the Fixtures Furniture and Effects being damaged or destroyed by fire tempest flood explosion or otherwise at any time during the Tenancy and the insurance monies under any insurance against such risks effected thereon by the landlord or any Superior Landlord being wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant or the Tenant's guests or servants or members of the Tenant's family then and in every such case forthwith to pay to the Landlord the whole or (as the case may be) a fair proportion of the costs of completely rebuilding or reinstating the same.

- 4.27 Ensure that any items introduced into the Property by the Tenant during the period of the tenancy are insured during the period of the tenancy against loss or damage by fire theft and vandalism.
- 4.28 Not place leave or cause to be left anything in any entrance landing passage stairway lift or other common part of the building (if any) and not throw or allow to be thrown anything whatsoever from any windows of the Property.
- 4.29 Place all refuse in a proper receptacle and ensure that it is regularly collected by the local authority such receptacle to be kept only in a place on the Property approved by the Landlord. No rubbish in any event to be placed on the corridors/stairwells/lifts and entrance hall serving the Property as this may become an allurements to rodents or other pests.
- 4.30 Not to keep any animals birds and reptiles on the Property or any part thereof.
- 4.31 Not play or permit to be played or use any piano gramophone wireless audio equipment television or loudspeakers or any mechanical or other musical instrument of any kind nor practice any singing or dancing in the Property so as to cause annoyance to the owners or occupiers of any adjoining or neighbouring flats buildings or property or so as to be audible outside the Property between the hours of 11.00 p.m. and 8.00 a.m.
- 4.32 Purchase at their own expense the appropriate television broadcast receiving licence in respect of any television at the Property whether belonging to the Landlord or the Tenant or hire company and should the Tenant have a hired television receiver arrange for its return to the hirer at the end of the tenancy.
- 4.33 During the last two months of the Tenancy allow intending Tenants or purchasers to view the Property during normal working hours and in case it shall not be convenient for the Tenant to be at the Property at the time of any such viewing to make the keys available to the Landlord's agents so that such agents may escort intending Tenants over the Property.

- 4.34 To hand over to the Landlord or his agents by 5pm on the last day of the Tenancy whether on its expiration or sooner determination all keys to the Property.
- 4.35 If the Tenant or any agent appointed by him shall not keep an appointment by the Landlord's agents to check the 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 Inventory and if neither the Tenant or his agent shall keep such second appointment any assessment made by the Landlord's agent of the compensation or other sums payable by the Tenant shall be final and binding on the Tenant.
- 4.36 If any material goods chattels or effects belonging to the Tenant shall not have been removed from the Property on the date of expiration or sooner determination of the tenancy:-
- (a) Pay the Landlord rent at the daily rate last payable under the tenancy until the Tenant shall have removed all such goods from the Property.
 - (b) Pay to the Landlord any additional expense incurred by the Landlord in checking the said Inventory (which cannot be checked until all goods belonging to the Tenant have been removed).
 - (c) In the event of the said goods or effects not being removed from the Property within seven days of the determination of this tenancy permit the Landlord to assume that the same have been abandoned by the Tenant and to charge for the cost of removal and/or storage.
 - (d) In the event of the said goods or effects so stored as in (c) above not being claimed by the Tenant within one month of the determination of this tenancy permit the Landlord to dispose of same as considered appropriate according to their nature and condition.

- 4.37 (a) The Tenant shall by way of deposit pay the sum detailed as deposit as mentioned above to Nissen Estates as agents for the Landlord who shall hold (in accordance to the Deposit Protection Service) the same for the account and credit of the Tenant against the Tenant's liability for dilapidations and damage and such deposit shall be so held until all rent accounts and claims properly due to the Landlord have been paid and until the Tenant has discharged all responsibilities on the Tenant's part under this Agreement to the satisfaction of the Landlord. No interest will be paid on the Deposit.
- (b) The Tenant agrees not to deduct the whole or any part of the said deposit from or set off the same against any rent payable for any period of the Term.
- (c) In the event of any deductions being made by the Landlord or the Landlord's Agents from the deposit during the course of the tenancy then Tenant shall forthwith on demand in writing made by the Landlord of the Landlord's Agent deposit such amount as shall be required to restore the amount of the deposit to the sum hereinbefore specified which further amount shall be added to the residue of and form part of the deposit.
- (d) Each Tenant is required to pay a contract and admin fee prior to moving in to the property. Self employed Tenants will be required to provide a credit check application at the expense of the said Tenant.

5. LANDLORD'S OBLIGATIONS

The Landlord will:

- 5.1 Pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except the water rates and any council tax payable by the Tenant above and except charges for the supply of gas electric light and power or the use of any telephone).
- 5.2 Ensure 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 except where otherwise stated in this agreement.

- 5.3 To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire, flood, tempest explosion or otherwise excepted the amount in case of dispute to be settled by arbitration.
- 5.4 At all times during the Tenancy to repair and keep in good and substantial repair (or procure that any superior Landlord will repair and keep in good and substantial repair) the structure and exterior of the Property, the plumbing, heating and electrical systems, and the Landlord's fixtures, furniture and effects to the extent any disrepair or damage thereto is not attributable to acts by the Tenant.
- 5.5 To keep (or procure that any superior Landlord will keep) the Property and the Landlord's Fixtures Furniture and Effects insured against losses or damage by fire, flood, tempest explosion or otherwise excepted and in the case of destruction or damage by any such insured risks (unless the insurance money becomes irrecoverable through any act or default of the Tenant or its employees servants or invitees) to rebuild and reinstate (or procure that any superior Landlord shall rebuild and reinstate) the Property as speedily as reasonably practicable unless such rebuilding or reinstatement becomes impracticable due to circumstances beyond the Landlord's control.

6. INVENTORY

- 6.1 The tenant will be responsible for the making of a fully comprehensive Inventory on the Property and for the charge thereof and paying for the checking of the Inventory of contents and the condition of the Property at the commencement of the Tenancy on or before taking possession of the Property. The principal copy of the aforesaid Inventory is to be retained by the Landlord or the Landlord's Agent after verification by the Tenant at the Check-in and at the determination of the Tenancy the report compiled by the Inventory Clerk appointed by the Landlord or his Agent shall be used for the purposes of Clause 4.37 of this Agreement.



- 6.2 The Landlord will pay the fee for the Inventory Check Out. The Tenant will accept the findings of the Inventory Clerk appointed by the Landlord or his Agent and any assessment made by the Landlord or the Landlord's Agent of the compensation or other sums payable by the Tenant which assessment will be final and binding on the Tenant.

7. HEAD LEASE

- 7.1 Where applicable the Tenant will observe and perform all and any regulations made by the Superior Landlords from time to time relating to the building as set out in the Head Lease and keep the Landlord fully and effectually indemnified against any breach or non-observance thereof.
- 7.2 Where applicable at the Landlord's expense the Tenant will enter into a Deed of Covenant or such other Deed as the Superior Landlords may reasonably require in accordance with the terms of the Head Lease.
- 7.3 Save where the same are the responsibility of the Tenant by virtue of this Agreement the Landlord will observe perform and carry out at his own cost such repairs and decorations as may be required by virtue of the provisions of the Head Lease.

8. PROVISION FOR RE-ENTRY

- 8.1 The Landlord may re-enter upon and take possession of the Property, furniture, fixtures and effects or any part thereof in the name of the whole and immediately thereupon the Tenancy hereby created shall absolutely determine without prejudice to any rights of action of the Landlord in respect of any antecedent breach of this Agreement or any other remedies of the Landlord hereunder in any of the following cases:-
- (a) If the rent or instalment or part thereof shall be in arrears for fourteen days after the same shall have become due (whether legally demanded or not). Nissen Estates charge £30.00 for any letter written to chase overdue rent. Any charges made to the tenant whether regarding overdue rent or any other said reason must be paid in full within seven days of the invoice date.

- (b) In the event of the breach of any agreements on the part of the Tenant and in particular relating to Ground 8 in Part I Schedule 2 of the Housing Act 1988 and Grounds 10-15 inclusive and Ground 17 in Part II Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996
- (c) If the Property shall be left vacant or unoccupied for twenty eight days without any notification having been given to the Landlord or the Landlord's Agent.
- (d) In the event of the Tenant being adjudicated bankrupt or entering into any arrangements with his creditors or having a petition presented against him if he suffers the process of execution or distraint upon his goods.

9. JURISDICTION

- 9.1 This agreement is to be construed and governed by the law of England and Wales and the parties submit to the courts of that jurisdiction
- 10. It is agreed between the Landlord and the Tenant that the Landlord/Landlords Agent may supply forwarding address(es) to any and all applicable utility companies.
- 11. Notice under section 48 of the Landlord and Tenant Act 1987
The Tenant is hereby notified that notices (including notice in proceedings) must be served on the Landlord by the Tenant at the following address:
- 12 If the Tenant shall determine the tenancy hereby created, anytime prior to the fixed period in Clause C on page two (2) of this agreement, then the tenant shall on demand pay to Nissen Estates a penalty equal to 20% of the annual rent but based on the ratio that the unexpired term of the tenancy bears to the length of the period from the commencement of the term, to the date of which the notice of determination takes effect. Any rent paid in advance for any period after the expiration of such notice shall be returned to the Tenant after deduction of any costs referred to above. Failure to pay these costs will result in the costs being withheld from your deposit.

12. SPECIAL TENANCY CONDITIONS

12.1

12.2

AS WITNESS the hands of the parties hereto the day and year first above written

[Redacted Signature]

(Mr C And P Buxton and Mr A Charalambous)

(SIGNATURE) by the above-named
(the Landlord)

(As Agents for and on behalf of the Landlord)

in the presence of

[Redacted Signature]

(SIGNATURE)

ADDRESS...

Nissen Estates Ltd.
336 West End Lane
West Hampstead
London
NW6 1LN

[Redacted Signature]
.....
(Mr Thomas Dykes)

(SIGNATURE) by the above-named
(the Tenants)

in the presence of

[Redacted Signature]

(SIGNATURE)

ADDRESS...

Nissen Estates Ltd.
336 West End Lane
West Hampstead
London
NW6 1LN