

4 Emerald Street - Application for Lawful Development Certificate

Supporting Information
Document Reference 1662-PL-DOC-001



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Statutory Declaration

STATUTORY DECLARATION

I, ANTONIO MEDIN-PURRINOS of Whitefriars, 117 Holly Lane East, Banstead, Surrey SM7 2BE do solemnly and sincerely declare as follows:

1. I was the registered proprietor of the property known as 4 Emerald Street, London WC1N 3QA ("the Property") since the 6th June 1996 registered at HM Land Registry under Title Number NGL807047 shown edged red on the plan attached at Appendix A.
2. That the ground, first, second and third floors of the property have been rented out as four self-contained studio flats throughout my period of ownership of the Property and I have not received any objections or complaints from any local or statutory authority or any other person in connection with the use of the ground, first, second and third floors as four self contained studio flats. See attached tenancy agreements at Appendix B and floor plans at Appendix C.
3. That the basement floor of the property had a kitchen, shower room and WC when I purchased the property in 1996. These we replaced by myself in 2005. See attached floorplan at Appendix D.
4. The basement floor of the property has been used intermittently as sleeping accommodation by family members and storage over the last 10 years.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true and by virtue of the provision of the Statutory Declarations Act 1835.

DECLARED by the said ANTONIO MEDIN-PURRINOS

at *LAMBORN PLACE, 26 HIGH STREET BANSTEAD PT*

this *27th* day of *OCTOBER* 2016

before me

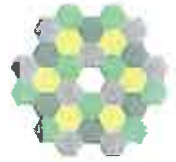
/

Solicitor/~~Commissioner~~ for Oaths

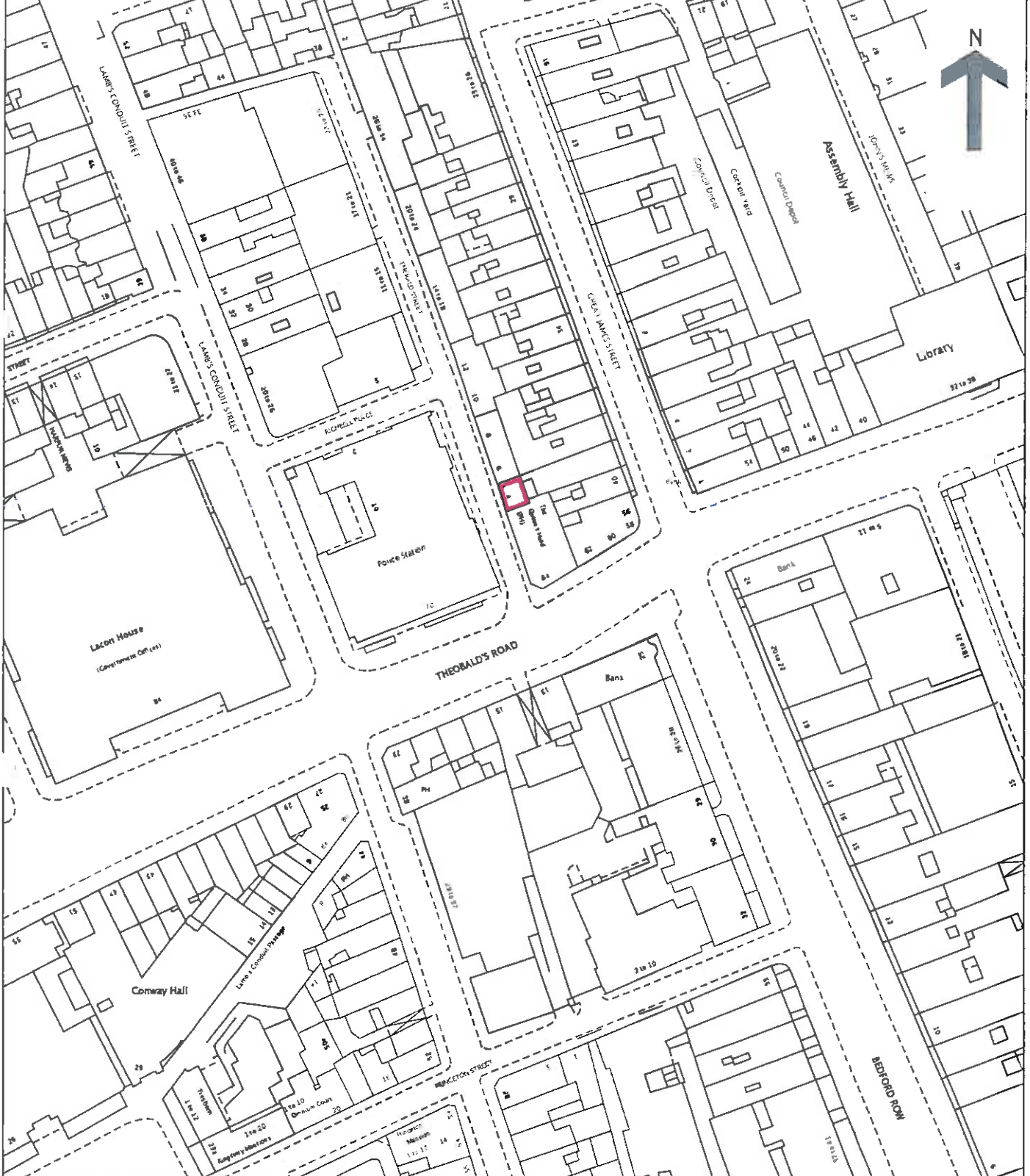
Cuff and Gough Solicitors LLP
Lamborn Place
26 High Street
Banstead
Surrey SM7 2LJ

Land Registry Official copy of title plan

Title number **NGL807047**
Ordnance Survey map reference **TQ3081NE**
Scale **1:1250**
Administrative area **Camden**



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Title Plan (as Appendix A in Statutory Declaration)

Assured Shorthold Tenancy Agreements (as Appendix B in Statutory Declaration)

Included on the following pages are a series of Assured Shorthold Tenancy Agreements for four of the properties. All are dated before 4 years prior to this application, demonstrating that each flat has been occupied as a self-contained dwelling for a period longer than four years.

Further copies of later tenancy agreements are available on request.

Extended Contract

ASSURED SHORTHOLD TENANCY AGREEMENT

Under Part 1 of the Housing Act 1988
As amended by the Housing Act 1996

THIS AGREEMENT is made between:

Full name
and address
of Landlord

Antonio Medina
117 Holly Lane East
Bansstead Surrey SM7 2BE

("The Landlord")

and

Full name
address
tenant

MR SHU-HAO-WU

("The Tenant")

ON this 30th day of September 2006.

1. THE Landlord lets and the Tenant takes the property known as:
Studio A at 4 Emerald Street
London WC1N 3QA

("The Premises")

*WHICH includes the furniture and household effects in the premises, an inventory of which is attached to this Agreement, (delete if not applicable) for the period and at the rent and subject to the terms of this agreement.

2. THE TENANCY is granted provided that the Landlord was not persuaded to grant the tenancy based on a false statement knowingly or recklessly made by the Tenant or a person acting at the Tenant's instigation.

Delete the
option not
required.

3. THE PREMISES, (and the furniture and effects) *(delete if not applicable) shall be let to the Tenant from the 24 day of September 2006 for a fixed period of 6 months.

THE PREMISES, (and the furniture and effects) *(delete if not applicable) shall be let to the Tenant from the 24 day of September 2006 and will continue from week to week/month to month. *(delete if not applicable) until either the Landlord or the Tenant gives the other notice to end the tenancy.

4. THE RENT of £720.00 per week/calendar month for the premises and furniture and household effects (delete if not applicable) shall be paid in advance by the Tenant on 24 of each week/month.

The Tenant/Landlord of the said premises shall pay the Water Rates and Council Tax charged on the said premises. (delete which is not applicable)

The rent shall be reviewed on _____ *(delete if not applicable)

5. UPON SIGNATURE of this Agreement a deposit of £750.00 will be paid by the Tenant to the Landlord. The said deposit to be held as security against breach of any of the provisions of this Tenancy Agreement, the Landlord will return the deposit, less any sums due to the Landlord in

respect of any liability on the part of the Tenant for breach of any of the provisions contained in this Agreement, for which sum the Landlord will account to the Tenant. It is explicitly agreed that the deposit is not used by the Tenant in lieu of payment of any rent due during the period of the tenancy.

6. THE TENANT shall also pay all charges for:-
 - (a) gas and electricity supplied to the premises during the period of the tenancy.
 - (b) Telephone rental and the cost of all telephone calls incurred during the period of the tenancy;
7. THE TENANT shall not:
 - (a) keep or harbour any animal on the premises that may cause damage to the property or the items specified in the inventory or cause a nuisance to other tenants. The prior agreement of the Landlord is required to keep any animal but this shall not be unreasonably withheld.
 - (b) make any alterations to the structure of the premises or the lay-out of the front and rear gardens or interfere with the general appearance of the premises;
 - (c) take from the premises any item shown on the inventory except as may be necessary to replace any item in accordance with clause 8c below;
 - (d) deface the premises or allow them to be defaced inside or out;
 - (e) permit any person living in the premises nor allow any guest or visitor to conduct themselves in a manner that causes annoyance or a nuisance to residents or visitors in the locality;
 - (f) allow any illegal, immoral or improper use of the premises or any business to be carried out from the premises.
8. THE TENANT shall use the premises in a proper and tenant-like manner and shall not allow the premises or any items in the inventory, through any action or neglect by the Tenant or by that of any person authorised to reside in the premises, to deteriorate or be damaged and in particular shall:
 - (a) keep the premises in a good decorative order internally and at least up to the standard of decoration found when the Tenant took possession (reasonable wear and tear as a result of normal use and damage by accidental fire and flooding excepted) and carry out redecoration if necessary, in a good and workmanlike manner. The colours and materials being first approved in writing by the Landlord or his Agent;
 - (b) ensure that all electrical appliances and other equipment is kept in good working order and at least up to the operating standard found when the Tenant took possession of the premises (reasonable wear and tear as a result of normal use excepted); *(delete if not applicable)*
 - (c) ensure that all the other items in the inventory are kept in the condition in which they were found when the Tenant took possession of the premises (reasonable wear and tear as a result of normal use and damage by accidental fire and flooding excepted). Should any articles

become damaged, destroyed or defective by the Tenant or by any person authorised to reside in the premises, to replace them with articles, of at least equal value. If any such articles cannot be replaced or repaired, the Landlord may instruct the Tenant to pay the Landlord the value of them.

- (d) replace all glass that may be broken by the Tenant in the windows;
- (e) not to cause any obstruction to the drains during the period of the tenancy;
- (f) keep the grass cut, the hedges trimmed, the pathways swept and weeded, the front and rear gardens in a state that is not overgrown and clear away fallen leaves;
- (g) at the end of the tenancy to hand over the premises *and all items detailed in the Inventory, clean, tidy and in good working order, in accordance with the conditions specified above *and to ensure that all curtains, duvets, counterpanes and linens used during the tenancy of the premises are in a clean condition at the end of the tenancy; *(delete if not applicable)
- (h) after receiving at least three days written notice, permit the Landlord, his authorised Agents, with or without workmen and others, at all reasonable times, to enter the premises to examine the condition and state of repair of the premises and also of the furniture and household effects. After which the Landlord may serve written notice on the Tenant giving details of any repairs that may be necessary to the premises, and of any damage, destruction or loss of any of the furniture or household effects. The Tenant will be required to carry out any repairs and make good any such damage, destruction or loss in a proper manner following service of the notice, on or before a date agreed by the Landlord and Tenant. Should the damaged, destroyed or lost items not be made good within the agreed time, the cost of them shall be due from the Tenant to the Landlord and shall be immediately recoverable by legal action;
- (i) the Landlord is required by law to keep in good repair and in good working order the following:
 - (i) the drainage system;
 - (ii) the supply of gas and electricity;
 - (iii) the exterior and structure of the property;
 - (iv) the heating and hot water systems.
- (j) at any reasonable time or times during the last two months of the Tenancy and by appointment, permit the Landlord and his duly authorised Agents to enter the premises to fix and keep a notice for re-letting or selling the premises. During the last two months of the tenancy to allow by appointment at reasonable times of the day, the Landlord and his Agents and all persons with the Landlord's or his Agent's written permission, to view the premises.

9. THE PREMISES shall only be occupied by the Tenant and members of the Tenant's immediate family as a private residence.

TENANCY AGREEMENT - ENGLAND & WALES

(for a Furnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY studio B Flat 2 at 4 Emerald street
W.C.1N 3QA London

The LANDLORD ANTONIO MEDIN
of 47 HOLLY LANE EAST
Banstead Surrey SM7 2BE

The TENANT MR TIMOTHY ALLAN JOHNSON

The GUARANTOR _____
of _____

The TERM 3 weeks/months* beginning on 25 APRIL 2009

The RENT £ 866.66 per week/month* payable in advance on the 25 of each week/month*

The DEPOSIT £ 866.66 which will be registered with one of the Government authorised tenancy deposit schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules.

The INVENTORY means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant

DATED 18.4.2009

Signed and executed as a Deed by the following parties

Landlord ANTONIO MEDIN Tenant TIMOTHY ALLAN JOHNSON Guarantor* _____

Guarantor's name _____

Guarantor's signature _____

In the presence of:

Witness signature _____

Full name _____

Address _____

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

IMPORTANT NOTICE TO LANDLORDS:

- 1 The details of 'The LANDLORD' near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name, or all names in the case of joint Landlords.
- 2 Always remember to give the written Notice Requiring Possession to the Tenant at least two clear months before the end of the Term if you want the Tenant to vacate.
- 3 Before granting the tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning the deposit into the tenancy agreement or to alter or delete any of the terms appearing in the form below. Details of the websites of the scheme providers are set out in Note 4 for tenants below. Currently only the Tenancy Deposit Scheme has such requirements.

IMPORTANT NOTICE TO TENANTS:

- 1 In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
- 2 If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property and this Agreement is not appropriate.
- 3 If the total amount of rent exceeds £25,000 per annum, an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate. Seek legal advice.
- 4 Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at www.depositprotection.com, Tenancy Deposit Solutions Ltd at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.tds.gb.com.
- 5 If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

(*delete as appropriate)

Terms and Conditions

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.
2. The Tenant's obligations:
 - 2.1 To pay the Rent at the times and in the manner set out above.
 - 2.2 To pay all charges in respect of any electric, gas, water, sewage and telephonic or television services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.
 - 2.3 To keep the items on the Inventory and the interior of the Property in a good and clean state and condition and not damage or injure the Property or the items on the Inventory (fair wear and tear excepted).
 - 2.4 To yield up the Property and the items on the Inventory at the end of the Term in the same clean state and condition as they were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and the items on the Inventory or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 3.2).
 - 2.5 Not to make any alteration or addition to the Property and not without the prior written consent of the Landlord (consent not to be withheld unreasonably) do any redecoration or painting of the Property.
 - 2.6 Not to do anything on or at the Property which:
 - a may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
 - b is illegal or immoral
 - c may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord
 - d will cause any blockages in the drainage system and in the case of breach of this clause the Tenant to be responsible for the reasonable cost of such repair or other works which will be reasonably required.
 - 2.7 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property.
 - 2.8 Not use or occupy the Property in any way whatsoever other than as a private residence.
 - 2.9 Not assign, sublet, charge or part with or share possession or occupation of the Property (but see clause 5.1 below).
 - 2.10 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, and during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given at least 24 hours' prior written notice (except in emergency).
 - 2.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement, and further pay the Landlord's reasonable costs of responding to any request for a consent which the Tenant may make of the Landlord under this Agreement.
 - 2.12 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money lawfully due from the Tenant under this Agreement which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment.
 - 2.13 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.
3. The Landlord's obligations:
 - 3.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
 - 3.2 To insure the Property and the items listed on the Inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant if requested.
 - 3.3 To keep in repair (where provided by the Landlord)
 - 3.3.1 the structure and exterior of the Property (including drains gutters and external pipes)
 - 3.3.2 the installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences)
 - 3.3.3 the installations at the Property for space heating and heating water
 - 3.4 But the Landlord will not be required to
 - 3.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
 - 3.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do
 - 3.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.
 - 3.5 If the property is a flat or maisonette within a larger building then the Landlord will be under similar obligations for the rest of the building but only in so far as any disrepair will affect the Tenant's enjoyment of the Property and in so far as the Landlord is legally entitled to enter the relevant part of the larger building and carry out the required works or repairs.
 - 3.6 To arrange for the Tenant's Deposit to be protected by an authorised Tenancy Deposit Scheme and provide the Tenant with the required information in accordance with the provisions of the Housing Act 2004 within 14 days of receipt, and to comply with the rules of the Tenancy Deposit Scheme at all times.
4. Guarantor
If there is a Guarantor, he guarantees that the Tenant will keep to his obligations in this agreement. The Guarantor agrees to pay on demand to the Landlord any money lawfully due to the Landlord by the Tenant.
5. Ending this Agreement
 - 5.1 The Tenant cannot normally end this Agreement before the end of the Term. However

- 5.2 after the first three months of the Term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, and upon (i) payment by the Tenant to the Landlord of the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, and (ii) the execution by the alternative tenant of a new tenancy agreement in the form of this Agreement for a period of 6 months or for a period not less than the unexpired portion of the term of this Agreement (if that be greater than 6 months), or for such other period as the Landlord shall approve, this tenancy shall end.
 - 5.3 If the Tenant stays on after the end of the fixed term, a new tenancy will arise that will run from month to month or week to week ('a periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of the rental period.
 - 5.3.1 any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or
 - 5.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant and/or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or
 - 5.3.3 any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply
- the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if possession of the Property has not been surrendered and anyone is living at the Property or if the tenancy is an Assured or Assured Shorthold Tenancy then the Landlord must obtain a court order for possession before re-entering the Property. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.
6. The Deposit
 - 6.1 The Deposit will be held in accordance with the Tenancy Deposit Scheme Rules as issued by the relevant Tenancy Deposit Scheme.
 - 6.2 No interest will be payable to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.
 - 6.3 Subject to any relevant provisions of the rules of the relevant Tenancy Deposit Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result of the Tenant's breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably incurred and is reasonable in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e. which is as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.
 7. Other provisions
 - 7.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
 - 7.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency) or as otherwise provided in this Agreement.
 - 7.3 Any notices or other documents (including any court claim forms in legal proceedings) shall be deemed 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.
 - 7.4 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 which the Landlord shall be entitled to assume without enquiry.
 - 7.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.13 above) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenant by taking reasonable steps to do so. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of the sale to be returned to the Tenant at the forwarding address provided to the Landlord.
 - 7.6 In the event of destruction to the Property or of damage to it which shall make the same or a substantial portion of the same uninhabitable, the Tenant shall be relieved from paying the rent by an amount proportional to the extent to which the Tenant's ability to live in the Property is thereby prevented, save where the destruction or damage has been caused by any act or default by the Tenant or where the Landlord's insurance cover has been adversely affected by any act or omission on the part of the Tenant.
 - 7.7 Where the context so admits:
 - 7.7.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.
 - 7.7.2 The 'Tenant' includes any persons deriving title under the Tenant.
 - 7.7.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
 - 7.7.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
 - 7.7.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.



0779 959 6958

ASSURED SHORTHOLD TENANCY AGREEMENT

Under Part 1 of the Housing Act 1988
As amended by the Housing Act 1996

THIS AGREEMENT is made between:

Full name and address of Landlord

Antonio Medina
117 Holly Lane EAST
Banstead Surrey SM7 2BG

("The Landlord")

and

Full name and address of Tenant

ANDREW COLLINS + SHARON BARFORD
22 MANFAIRAVE 7 EAGLE FARM RD
ROMFORD ESSEX BIGGLESWADE BEDS.
RM6 6US. S97B 8JH

("The Tenant")

ON this 2 day of February 2007.

1. THE Landlord lets and the Tenant takes the property known as:
Studio E at 4 EMERALD STREET
London WC1N 3QA

("The Premises")

*WHICH includes the furniture and household effects in the premises, an inventory of which is attached to this Agreement, (delete if not applicable) for the period and at the rent and subject to the terms of this agreement.

2. THE TENANCY is granted provided that the Landlord was not persuaded to grant the tenancy based on a false statement knowingly or recklessly made by the Tenant or a person acting at the Tenant's instigation.

Delete the option not required.

3. THE PREMISES, (and the furniture and effects) *(delete if not applicable) shall be let to the Tenant from the 15 day of February 2007 for a fixed period of 6 months.

THE PREMISES, (and the furniture and effects) *(delete if not applicable) shall be let to the Tenant from the 15 day of February 07 and will continue from week to week/month to month. *(delete if not applicable) until either the Landlord or the Tenant gives the other notice to end the tenancy.

4. THE RENT of £800.00 per week/calendar month for the premises and furniture and household effects (delete if not applicable) shall be paid in advance by the Tenant on 15 of each week/month. The Tenant/~~Landlord~~ of the said premises shall pay the ~~Water Rates and~~ Council Tax charged on the said premises. (delete which is not applicable) The rent shall be reviewed on *(delete if not applicable)

5. UPON SIGNATURE of this Agreement a deposit of £800.00 will be paid by the Tenant to the Landlord. The said deposit to be held as security against breach of any of the provisions of this Tenancy Agreement, the Landlord will return the deposit, less any sums due to the Landlord in

Terms and Conditions

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.
2. **The Tenant's obligations:**
 - 2.1 To pay the Rent at the times and in the manner set out above.
 - 2.2 To pay all charges in respect of any electric, gas, water, sewage and telephonic or televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.
 - 2.3 To keep the items on the Inventory and the interior of the Property in a good and clean state and condition and not damage or injure the Property or the Items on the Inventory (fair wear and tear excepted).
 - 2.4 To yield up the Property and the items on the Inventory at the end of the Term in the same clean state and condition as they were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and the items on the Inventory or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 3.2).
 - 2.5 Not to make any alteration or addition to the Property and not without the prior written consent of the Landlord (consent not to be withheld unreasonably) do any redecoration or painting of the Property.
 - 2.6 Not to do anything on or at the Property which:
 - (a) may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
 - (b) is illegal or immoral
 - (c) may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord
 - (d) will cause any blockages in the drainage system and in the case of breach of this clause the Tenant to be responsible for the reasonable cost of such repair or other works which will be reasonably required.
 - 2.7 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property.
 - 2.8 Not use or occupy the Property in any way whatsoever other than as a private residence.
 - 2.9 Not assign, sublet, charge or part with or share possession or occupation of the Property (but see clause 5.1 below).
 - 2.10 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, and during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given at least 24 hours' prior written notice (except in emergency).
 - 2.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement, and further pay the Landlord's reasonable costs of responding to any request for a consent which the Tenant may make of the Landlord under this Agreement.
 - 2.12 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money lawfully due from the Tenant under this Agreement which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment.
 - 2.13 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.
3. **The Landlord's obligations:**
 - 3.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
 - 3.2 To insure the Property and the items listed on the Inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant if requested.
 - 3.3 To keep in repair (where provided by the Landlord)
 - 3.3.1 the structure and exterior of the Property (including drains gutters and external pipes)
 - 3.3.2 the installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences)
 - 3.3.3 the installations at the Property for space heating and heating water
 - 3.4 But the Landlord will not be required to
 - 3.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
 - 3.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do
 - 3.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.
 - 3.5 If the property is a flat or maisonette within a larger building then the Landlord will be under similar obligations for the rest of the building but only in so far as any disaster will affect the Tenant's enjoyment of the Property and in so far as the Landlord is legally entitled to enter the relevant part of the larger building and carry out the required works or repairs.
 - 3.6 To arrange for the Tenant's Deposit to be protected by an authorised Tenancy Deposit Scheme and provide the Tenant with the required information in accordance with the provisions of the Housing Act 2004 within 14 days of receipt, and to comply with the rules of the Tenancy Deposit Scheme at all times.
4. **Guarantor**
If there is a Guarantor, he guarantees that the Tenant will keep to his obligations in this agreement. The Guarantor agrees to pay on demand to the Landlord any money lawfully due to the Landlord by the Tenant.
5. **Ending this Agreement**
 - 5.1 The Tenant cannot normally end this Agreement before the end of the Term. However

- after the first three months of the Term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, and upon (i) payment by the Tenant to the Landlord of the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, and (ii) the execution by the alternative tenant of a new tenancy agreement in the form of this Agreement for a period of 6 months or for a period not less than the unexpired portion of the term of this Agreement (if that be greater than 6 months), or for such other period as the Landlord shall approve, this tenancy shall end.
- 5.2 If the Tenant stays on after the end of the fixed term, a new tenancy will arise that will run from month to month or week to week ('a periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of the rental period.
- 5.3 If at any time
 - 5.3.1 any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or
 - 5.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant and/or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or
 - 5.3.3 any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply
 the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if possession of the Property has not been surrendered and anyone is living at the Property or if the tenancy is an Assured or Assured Shorthold Tenancy then the Landlord must obtain a court order for possession before re-entring the Property. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.
6. **The Deposit**
 - 6.1 The Deposit will be held in accordance with the Tenancy Deposit Scheme Rules as issued by the relevant Tenancy Deposit Scheme.
 - 6.2 No interest will be payable to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.
 - 6.3 Subject to any relevant provisions of the rules of the relevant Tenancy Deposit Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result of the Tenant's breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably incurred and is reasonable in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e. which is as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.
7. **Other provisions**
 - 7.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
 - 7.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency) or as otherwise provided in this Agreement.
 - 7.3 Any notices or other documents (including any court claim forms in legal proceedings) shall be deemed 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.
 - 7.4 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 which the Landlord shall be entitled to assume without enquiry.
 - 7.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.13 above) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenant by taking reasonable steps to do so. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of the sale to be returned to the Tenant at the forwarding address provided to the Landlord.
 - 7.6 In the event of destruction to the Property or of damage to it which shall make the same or a substantial portion of the same uninhabitable, the Tenant shall be relieved from paying the rent by an amount proportional to the extent to which the Tenant's ability to live in the Property is thereby prevented, save where the destruction or damage has been caused by any act or default by the Tenant or where the Landlord's insurance cover has been adversely affected by any act or omission on the part of the Tenant.
 - 7.7 Where the context so admits:
 - 7.7.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.
 - 7.7.2 The 'Tenant' includes any persons deriving title under the Tenant.
 - 7.7.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
 - 7.7.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
 - 7.7.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.



0779 959 6958

ASSURED SHORTHOLD TENANCY AGREEMENT

Under Part 1 of the Housing Act 1988
As amended by the Housing Act 1996

THIS AGREEMENT is made between:

Full name and address of Landlord

Antonio Medina
117 Holly Lane EAST
Banstead Surrey SM7 2BG

("The Landlord")

and

Full name and address of Tenant

ANDREW COLLINS + SHARON BARFORD
22 MANFAIRAVE
ROMFORD ESSEX RM6 6US
7 EAGLE FARM RD
BIGGLESWADE BEDS. SG7B 8JH

("The Tenant")

ON this 2 day of February 2007.

1. THE Landlord lets and the Tenant takes the property known as:
Studio E at 4 EMERALD STREET
London WC1N 3QA

("The Premises")

*WHICH includes the furniture and household effects in the premises, an inventory of which is attached to this Agreement, (delete if not applicable) for the period and at the rent and subject to the terms of this agreement.

2. THE TENANCY is granted provided that the Landlord was not persuaded to grant the tenancy based on a false statement knowingly or recklessly made by the Tenant or a person acting at the Tenant's instigation.

Delete the option not required.

3. THE PREMISES, (and the furniture and effects) *(delete if not applicable) shall be let to the Tenant from the 15 day of February 2007 for a fixed period of 6 months.

THE PREMISES, (and the furniture and effects) *(delete if not applicable) shall be let to the Tenant from the 15 day of February 07 and will continue from week to week/month to month. *(delete if not applicable) until either the Landlord or the Tenant gives the other notice to end the tenancy.

4. THE RENT of £800.00 per week/calendar month for the premises and furniture and household effects (delete if not applicable) shall be paid in advance by the Tenant on 15 of each week/month. The Tenant/~~Landlord~~ of the said premises shall pay the ~~Water Rates and~~ Council Tax charged on the said premises. (delete which is not applicable) The rent shall be reviewed on *(delete if not applicable)

5. UPON SIGNATURE of this Agreement a deposit of £800.00 will be paid by the Tenant to the Landlord. The said deposit to be held as security against breach of any of the provisions of this Tenancy Agreement, the Landlord will return the deposit, less any sums due to the Landlord in

respect of any liability on the part of the Tenant for breach of any of the provisions contained in this Agreement, for which sum the Landlord will account to the Tenant. It is explicitly agreed that the deposit is not used by the Tenant in lieu of payment of any rent due during the period of the tenancy.

6. THE TENANT shall also pay all charges for:-

- (a) gas and electricity supplied to the premises during the period of the tenancy.
- (b) Telephone rental and the cost of all telephone calls incurred during the period of the tenancy;

7. THE TENANT shall not:

- (a) keep or harbour any animal on the premises that may cause damage to the property or the items specified in the inventory or cause a nuisance to other tenants. The prior agreement of the Landlord is required to keep any animal but this shall not be unreasonably withheld.
- (b) make any alterations to the structure of the premises or the lay-out of the front and rear gardens or interfere with the general appearance of the premises;
- (c) take from the premises any item shown on the inventory except as may be necessary to replace any item in accordance with clause 8c below;
- (d) deface the premises or allow them to be defaced inside or out;
- (e) permit any person living in the premises nor allow any guest or visitor to conduct themselves in a manner that causes annoyance or a nuisance to residents or visitors in the locality;
- (f) allow any illegal, immoral or improper use of the premises or any business to be carried out from the premises.

8. THE TENANT shall use the premises in a proper and tenant-like manner and shall not allow the premises or any items in the inventory, through any action or neglect by the Tenant or by that of any person authorised to reside in the premises, to deteriorate or be damaged and in particular shall:

- (a) keep the premises in a good decorative order internally and at least up to the standard of decoration found when the Tenant took possession (reasonable wear and tear as a result of normal use and damage by accidental fire and flooding excepted) and carry out redecoration if necessary, in a good and workmanlike manner. The colours and materials being first approved in writing by the Landlord or his Agent;
- (b) ensure that all electrical appliances and other equipment is kept in good working order and at least up to the operating standard found when the Tenant took possession of the premises (reasonable wear and tear as a result of normal use excepted); (delete if not applicable)
- (c) ensure that all the other items in the inventory are kept in the condition in which they were found when the Tenant took possession of the premises (reasonable wear and tear as a result of normal use and damage by accidental fire and flooding excepted). Should any articles

become damaged, destroyed or defective by the Tenant or by any person authorised to reside in the premises, to replace them with articles, of at least equal value. If any such articles cannot be replaced or repaired, the Landlord may instruct the Tenant to pay the Landlord the value of them.

- (d) replace all glass that may be broken by the Tenant in the windows;
 - (e) not to cause any obstruction to the drains during the period of the tenancy;
 - (f) keep the grass cut, the hedges trimmed, the pathways swept and weeded, the front and rear gardens in a state that is not overgrown and clear away fallen leaves;
 - (g) at the end of the tenancy to hand over the premises *and all items detailed in the Inventory, clean, tidy and in good working order, in accordance with the conditions specified above *and to ensure that all curtains, duvets, counterpanes and linens used during the tenancy of the premises are in a clean condition at the end of the tenancy; *(delete if not applicable)
 - (h) after receiving at least three days written notice, permit the Landlord, his authorised Agents, with or without workmen and others, at all reasonable times, to enter the premises to examine the condition and state of repair of the premises and also of the furniture and household effects. After which the Landlord may serve written notice on the Tenant giving details of any repairs that may be necessary to the premises, and of any damage, destruction or loss of any of the furniture or household effects. The Tenant will be required to carry out any repairs and make good any such damage, destruction or loss in a proper manner following service of the notice, on or before a date agreed by the Landlord and Tenant. Should the damaged, destroyed or lost items not be made good within the agreed time, the cost of them shall be due from the Tenant to the Landlord and shall be immediately recoverable by legal action;
 - (i) the Landlord is required by law to keep in good repair and in good working order the following:
 - (i) the drainage system;
 - (ii) the supply of gas and electricity;
 - (iii) the exterior and structure of the property;
 - (iv) the heating and hot water systems.
 - (j) at any reasonable time or times during the last two months of the Tenancy and by appointment, permit the Landlord and his duly authorised Agents to enter the premises to fix and keep a notice for re-letting or selling the premises. During the last two months of the tenancy to allow by appointment at reasonable times of the day, the Landlord and his Agents and all persons with the Landlord's or his Agent's written permission, to view the premises.
9. THE PREMISES shall only be occupied by the Tenant and members of the Tenant's immediate family as a private residence.

10. THE TENANT shall not sub-let the premises, take in lodgers or paying guests or part with possession of the premises or any part of it.

11. THE TENANT may assign this Agreement with the consent of the Landlord that may not be unreasonably withheld.

12. IF THE RENT is in arrears at any time for fourteen days (whether it has been formally demanded or not), or any of the provisions of this agreement on the Tenant's part shall not be undertaken or should the Tenant become bankrupt, the tenancy will cease and the Landlord will apply to the Court for an Order for Possession. The Landlord cannot enter the property or evict a Tenant without a Court having first made an Order for Possession.

12. IN ACCORDANCE with section 48 of the Landlord and Tenant Act 1987, the Tenant is notified herewith that notices (including notices of proceedings) must be served on the Landlord by the Tenant at:

117 Holly Lane East
Bansford Surrey SM7 2BE

13. ALL TAXES, assessments and outgoings, other than those detailed previously in this Agreement, shall be paid by the Landlord.

14. SHOULD THERE be more than one Tenant, covenants on the Tenant in this Agreement are understood as joint and several and all singulars shall include the plural. This agreement is individually responsible.

SIGNED by the Landlord

WITNESSED BY

Name:

Address:

Occupation:

SIGNED by the Tenant

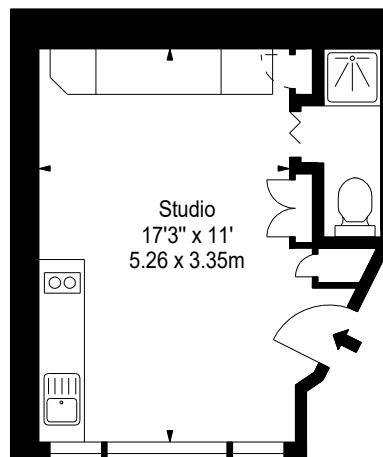
WITNESSED BY

Name:

Address:

Occupation:

Upper Floor Plans - As Existing (as Appendix C in Statutory Declaration)



GROUND FLOOR

Property Details:

**GROUND FLOOR FLAT
4 EMERALD STREET
WC1N**



Surveyed and Drawn By:



Sunnyhill House
3-7 Sunnyhill Road
London, SW16 2UG

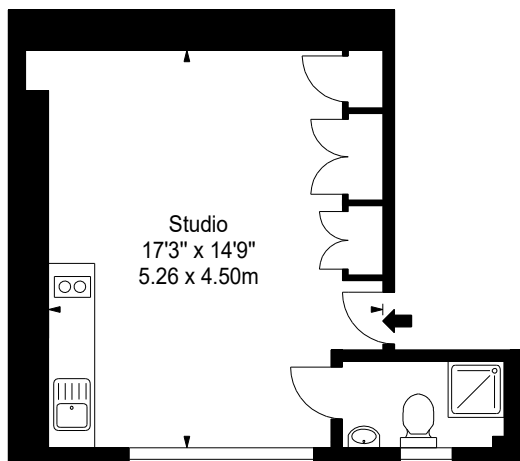
Tel: 0845 257 2023

Fax: 0845 257 2024

info@bkrfloorplans.co.uk

www.bkrfloorplans.co.uk

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FIRST FLOOR

Property Details:

**FIRST FLOOR FLAT
4 EMERALD STREET
WC1N**

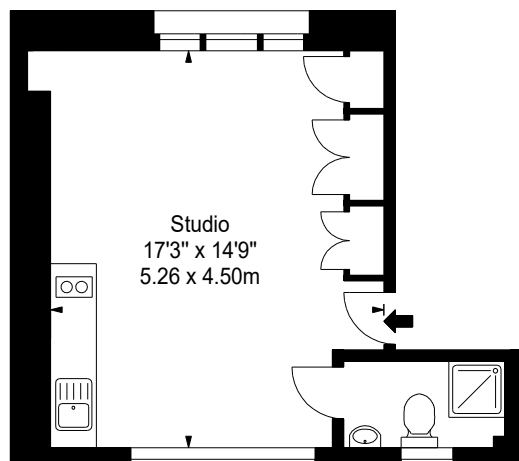


Surveyed and Drawn By:



Sunnyhill House
3-7 Sunnyhill Road
London, SW16 2UG

Tel: 0845 257 2023
Fax: 0845 257 2024
info@bkrfloorplans.co.uk
www.bkrfloorplans.co.uk



SECOND FLOOR

Property Details:

**SECOND FLOOR FLAT
4 EMERALD STREET
WC1N**



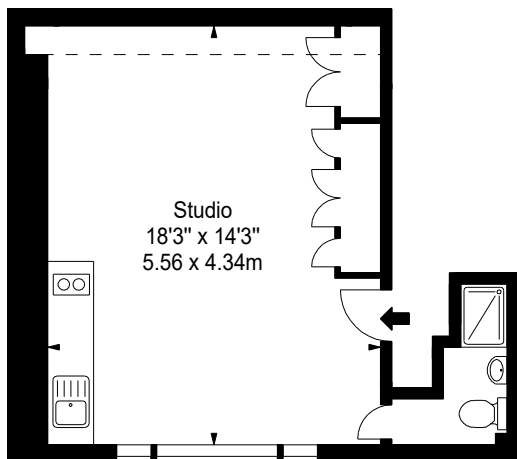
Surveyed and Drawn By:



Sunnyhill House
3-7 Sunnyhill Road
London, SW16 2UG

Tel: 0845 257 2023
Fax: 0845 257 2024
info@bkrfloorplans.co.uk
www.bkrfloorplans.co.uk

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THIRD FLOOR

Property Details:

**THIRD FLOOR FLAT
4 EMERALD STREET
WC1N**



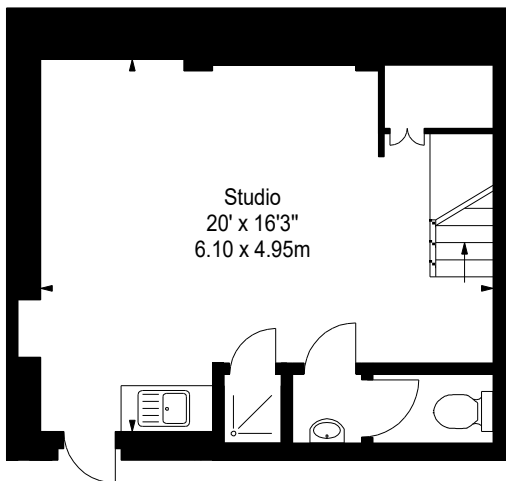
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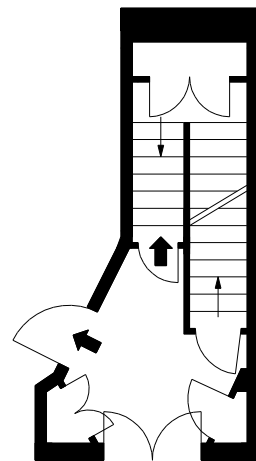
Sunnyhill House
3-7 Sunnyhill Road
London, SW16 2UG

Tel: 0845 257 2023
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info@bkrfloorplans.co.uk
www.bkrfloorplans.co.uk

Basement Floor Plan - As Existing (as Appendix D in Statutory Declaration)



LOWER GROUND FLOOR



GROUND FLOOR ENTRANCE

Property Details:

**LOWER GROUND FLOOR FLAT
4 EMERALD STREET
WC1N**



Surveyed and Drawn By:

BKR

Sunnyhill House
3-7 Sunnyhill Road
London, SW16 2UG

Tel: 0845 257 2023
Fax: 0845 257 2024
info@bkrfloorplans.co.uk
www.bkrfloorplans.co.uk

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Photographic Evidence

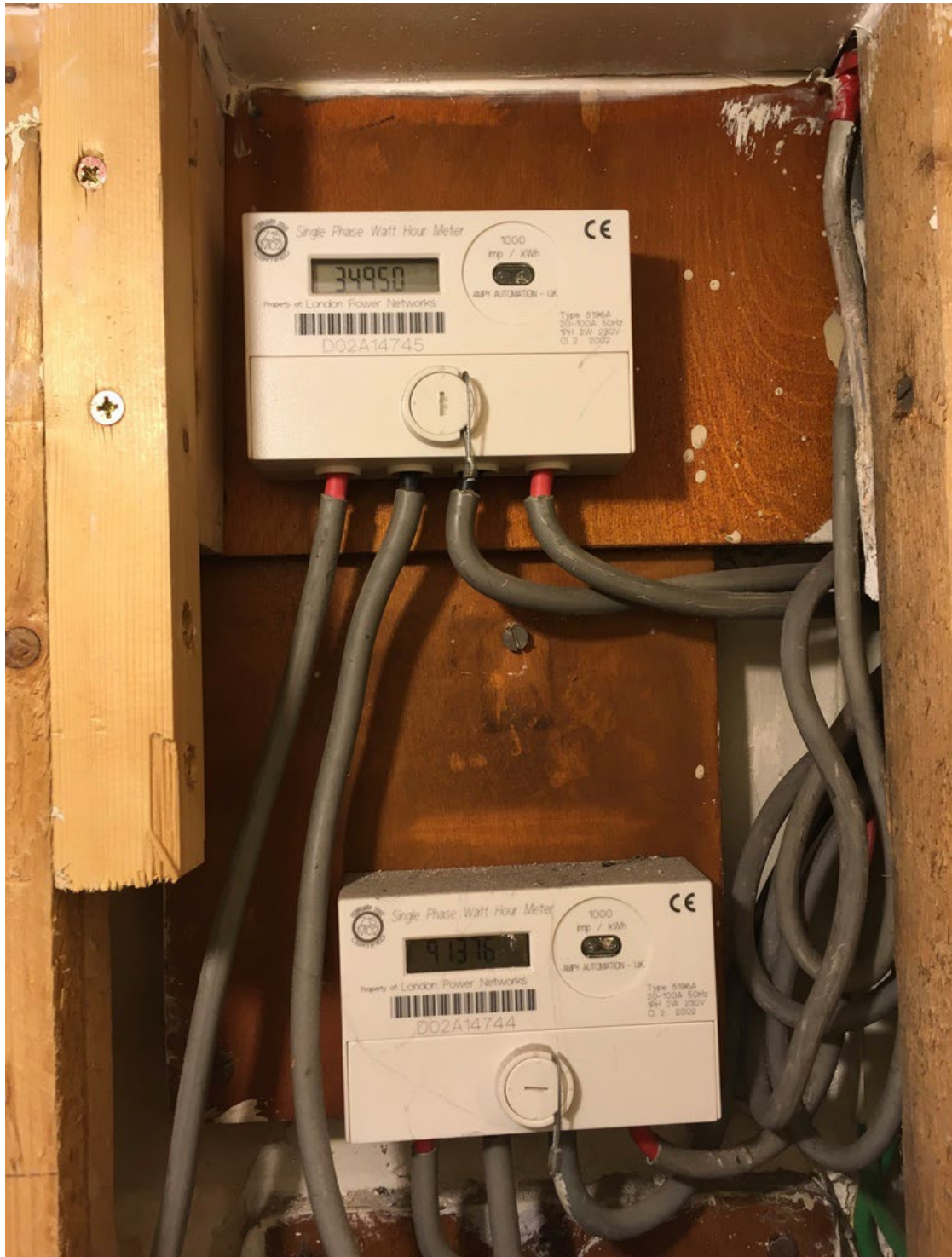
Electricity Meter - Flat A



Electricity Meter - Flat C



Electricity Meters - Flats D & E



Intercom - showing 5 no dwellings



Council Tax Records

The applicant has obtained Council Tax records since 1993 which indicates the use of the building as separate dwellings.

These records, included on the following pages, show flats C and D within a single record. The reason for this is unclear; material included elsewhere within this application provides evidence that these properties are in fact separate from one another.



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Search the Council Tax valuation list

Council Tax band details

DWELLING ROOMS C & D 4, EMERALD STREET, LONDON, WC1N 3QA

Last update on 24/10/2016

Local authority reference number	Council Tax band	Improvement indicator	With effect from	Mixed use	Court property code
5125883	A		01/10/1993	No	

[View previous Council Tax bands for this property](#)

Do you think this Council Tax band is wrong?

Key to the table

Council Tax band - this determines how much Council Tax you pay.

Council Tax band

For Council Tax purposes, all properties have a Council Tax band (A-H in England, A-I in Wales). The band is based on the property's value on 1 April 1991 (for England) or 1 April 2003 (for Wales).

Improvement indicator - this shows that improvements have been made to the property that might result in the Council Tax band changing if a "relevant transaction" takes place, for example, if the property is sold.

Mixed use property - a property can have a domestic or mixed use - "yes" identifies a mixed use property.

Court code - a court code shows the Council Tax band has been reviewed by a Valuation Tribunal or the High Court.

Court code

A property will have a court code if the Council Tax band has been changed (determination) or confirmed (confirmation) by a Valuation Tribunal or High Court. The codes are:

- V - Valuation Tribunal determination
- C - Valuation Tribunal confirmation
- D - High Court determination
- H - High Court confirmation
- R - Valuation Tribunal re-determination following High Court referral
- E - High Court consent order

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Published: 31/03/2011



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Search the Council Tax valuation list

Council Tax band details

FLAT A AT 4, EMERALD STREET, LONDON, WC1N 3QA

Last update on 24/10/2016

Local authority reference number	Council Tax band	Improvement indicator	With effect from	Mixed use	Court property code
5100078	A		01/10/1993	No	

[Do you think this Council Tax band is wrong?](#)

Key to the table

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Council Tax band details

FLAT B AT 4, EMERALD STREET, LONDON, WC1N 3QA

Last update on 24/10/2016

Local authority reference number	Council Tax band	Improvement indicator	With effect from	Mixed use property	Court code
5100079	A		10/09/1993	No	

[Do you think this Council Tax band is wrong?](#)

Key to the table

Council Tax band - this determines how much Council Tax you pay.

Council Tax band

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Council Tax band details

FLAT E AT 4, EMERALD STREET, LONDON, WC1N 3QA

Last update on 24/10/2016

Local authority reference number	Council Tax band	Improvement indicator	With effect from	Mixed use property	Court code
5100077	A		08/09/1993	No	

[Do you think this Council Tax band is wrong?](#)

Key to the table

Council Tax band - this determines how much Council Tax you pay.

Council Tax band

For Council Tax purposes, all properties have a Council Tax band (A-H in England, A-I in Wales). The band is based on the property's value on 1 April 1991 (for England) or 1 April 2003 (for Wales).

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