

# 4 Emerald Street - Application for Lawful Development Certificate

**Supporting Information - Flat B**  
**Document Reference 1662-PL-DOC-003**

## Notes

The following pages provide signed Assured Shorthold Tenancy Agreements (ASTA) for the property in question in chronological order.

Where there are gaps in the records this is a result of the ASTA being carried over to the following year. In these cases the continued use of the property for residential purposes can be verified through referring to Council Tax records covering that period.

# 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 Medin  
117 Holly Lane East Banstead Surrey  
SM7 2BE

("The Landlord")

and

Full name  
and address  
of Tenant

Sharon Sawarin  
8 Avondale Road Vange  
Basildon Essex

("The Tenant")

ON this 18 day of May 2007

1. THE Landlord lets and the Tenant takes the property known as:

Studio B at H Emerald St  
London EC1N 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.

3. THE PREMISES, (and the furniture and effects) <sup>(delete if not applicable)</sup> shall be let to the Tenant from the 18 day of May 2007 for a fixed period of 6 months.

THE PREMISES, (and the furniture and effects) <sup>(delete if not applicable)</sup> shall be let to the Tenant from the 18 day of May 2007 and will continue from week to week/month to month. <sup>(delete if not applicable)</sup> until either the Landlord or the Tenant gives the other notice to end the tenancy.

4. THE RENT of £850.00 per week/calendar month for the premises and furniture and household effects <sup>(delete if not applicable)</sup> shall be paid in advance by the Tenant on 18 day of each week/month.

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

The rent shall be reviewed on 18<sup>th</sup> November 07 <sup>(delete if not applicable)</sup>

5. UPON SIGNATURE of this Agreement a deposit of £850.00 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

Delete the  
option not  
required.

sl

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.....  
.....Banstead 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 means that each Tenant named in this agreement is individually responsible for adhering to all the terms of the Agreement.


SIGNED by the Landlord.....

WITNESSED BY.....

Name: .....

Address: .....

Occupation: .....

SIGNED by the Tenant.....

WITNESSED BY.....

Name: .....

Address: .....

Occupation: .....

# 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  
WC1N 3QA London

The LANDLORD

of

ANTONIO MEDIN  
117 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

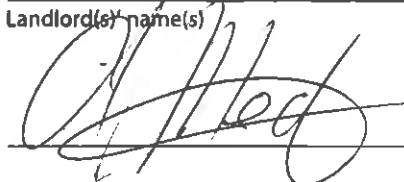
ANTONIO MEDIN

Tenant

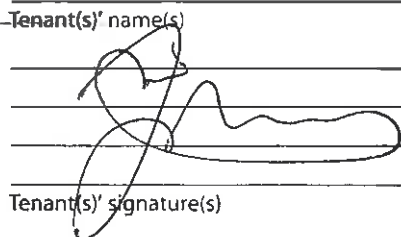
TIMOTHY ALLAN JOHNSON

Guarantor\*

Landlord(s) name(s)



Tenant(s) name(s)



Guarantor's name

Landlord(s) signature(s)

Tenant(s) signature(s)

Guarantor's signature

In the presence of:

Witness signature

Witness signature

Witness signature

Full name

Full name

Full name

Address

Address

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 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](http://www.depositprotection.com), Tenancy Deposit Solutions Ltd at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and The Tenancy Deposit Scheme at [www.tds.gb.com](http://www.tds.gb.com).
- 5 If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

# 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

- 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 applythe 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'.

# 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  
London WC1N 3Q4

The **LANDLORD** Antonio Medin  
of 117 Holly Lane East  
BANSLEAD SURREY SM7 2BE

The **TENANT** Larajiki Jamila

The **GUARANTOR** 41 Pancharster Street W10 7LS  
of \_\_\_\_\_

The **TERM** 12 weeks/months\* beginning on 28.3.2010

The **RENT** £ 910.00 per week/month\* payable in advance on the 3rd day of each week/month\*

The **DEPOSIT** £ 840.00 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 28.3.2010

Signed and executed as a Deed by the following parties

**Landlord**

**Tenant**

**Guarantor\***

Landlord(s)' name(s)

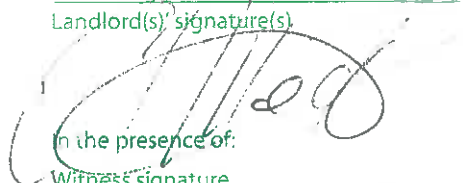
ANTONIO MEDIN

Tenant(s)' name(s)

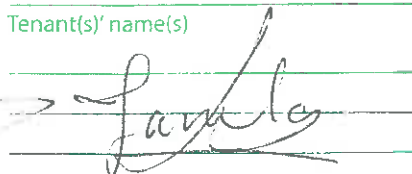
Larajiki Jamila

Guarantor's name

Landlord(s)' signature(s)



Tenant(s)' signature(s)



Guarantor's signature

In the presence of:

Witness signature

Witness signature

Witness signature

Full name

Full name

Full name

Address

Address

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 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](http://www.depositprotection.com), Tenancy Deposit Solutions Ltd at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and The Tenancy Deposit Scheme at [www.tds.gb.com](http://www.tds.gb.com).
- 5 If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

# Terms and Conditions

1. The 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.
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  - 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 recreational 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 repair 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

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 if 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-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 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 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 of 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'.

# TENANCY AGREEMENT - ENGLAND & WALES

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

The PROPERTY Studio Flat B Flat 2 at 4 EMERALD ST  
London WC1N 3QA

The LANDLORD Antonio Medina  
of 117 HOLLY LANE EAST BANSTEAD  
SURREY SM7 2BE

The TENANT GAETAN BARBEU  
19 JANSONS ROAD N15 4JU

The GUARANTOR LUCIE CAMBIER  
of 19 JANSONS ROAD N15 4JU

The TERM 6 weeks/months beginning on 14th April 2011

The RENT £ 910.00 per week/month payable in advance on the 1st of each week/month

The DEPOSIT £ 840.00 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 12.3.2011

Signed and executed as a Deed by the following parties

Landlord

Tenant

Guarantor\*

ANTONIO MEDINA  
Landlord(s)' name(s)

GAETAN BARBEU  
Tenant(s)' name(s)

LUCIE CAMBIER  
Guarantor's name

Landlord(s)' signature(s)

Tenant(s)' signature(s)

Guarantor's signature

In the presence of:

Witness signature

Witness signature

Witness signature

Full name

Full name

Full name

Address

Address

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 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](http://www.depositprotection.com), Tenancy Deposit Solutions Ltd at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and The Tenancy Deposit Scheme at [www.tds.gb.com](http://www.tds.gb.com).
- 5 If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

Lucie

# 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

- 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 applythe 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 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'

# TENANCY AGREEMENT - ENGLAND & WALES

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

The PROPERTY

Studio B Apt 1 at 4 Emerald Street  
London WC1N 3QA

The LANDLORD

of

Antonio Medin  
117 Holly Lane East  
Banstead Surrey SM7 2BE

The TENANT

Lucie Cambier

The TERM

12 weeks/months\* beginning on 1-9-2013

The RENT

£ 950.00 per week/month\* payable in advance on the 1st of each week/month\*

The DEPOSIT

Reference

£ 12541070 which will be registered with one of the Government authorised tenancy deposit schemes ('the Tenancy Deposit Protection Scheme') in accordance with the rules of the appropriate Tenancy Deposit Protection 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

6.7.2013

Signed and executed as a Deed by the following parties

Landlord

Antonio Medin

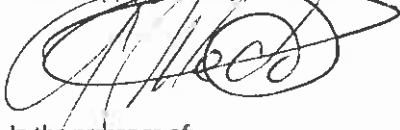
Tenant

Lucie Cambier

Landlord(s) name(s)

Tenant(s) name(s)

Landlord(s) signature(s)



Tenant(s) signature(s)



In the presence of:

Witness signature

Full name

Address

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 Protection 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 per annum exceeds £100,000 in England or £25,000 in Wales (£100,000 from 1 December 2011), an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate.
- 4 Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at [www.depositprotection.com](http://www.depositprotection.com), My Deposits at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and The Tenancy Deposit Scheme at [www.thedepositservice.co.uk](http://www.thedepositservice.co.uk).
- 5 For tenancies starting after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

# 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, internet 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 with full vacant possession and the items on the Inventory at the end of the Term in the same clean state and condition it/they was/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 and to carry out any permitted redecoration or painting to a professional standard using such colours and materials as the landlord shall approve.
  - 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 To use the Property as a private residence for the Tenant and such other occupiers as the Landlord has expressly permitted only. The Tenant is not to have any other lodgers or long-term guests at the Property without the Landlord's express consent and is not to commit any action that would lead to the Landlord being in breach of any obligation regarding the licensing of the Property as a House of Multiple Occupation pursuant to Part 2 of the Housing Act 2004.
  - 2.9 Not sublet, charge or part with or share possession or occupation of the Property.
  - 2.10 Not to assign the tenancy without the Landlord's consent which will not be unreasonably withheld or delayed. The Landlord may ask the Tenant to enter into a guarantee agreement in respect of any assignee.
  - 2.11 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).
  - 2.12 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.
  - 2.13 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 charged daily from the date the payment fell due until payment.
  - 2.14 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.
  - 2.15 Not to tamper with any smoke or fire alarm fitted by the Landlord, and to ensure that any batteries in said alarms are replaced as required, and to test said alarms not less than once every calendar month and to promptly report any defect in the alarms to the Landlord.
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 Protection Scheme and provide the Tenant with the required information in accordance with the provisions of the Housing Act 2004, and to comply with the rules of the Tenancy Deposit Protection Scheme at all times.
- 3.7 To promptly repair or replace any smoke or fire alarm installed by him at the Property which is reported by the Tenant as being defective.
4. **Ending this Agreement**
  - 4.1 If at any time
    - 4.1.1 any part of the Rent is outstanding for 14 days after becoming due (whether formally demanded or not) and/or
    - 4.1.2 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
    - 4.1.3 any of the grounds contained in the Housing Act 1988 Schedule 2 apply and/or
    - 4.1.4 the Tenant is declared bankrupt or enters into an arrangement with some or all of his creditors

the Landlord may recover possession of the Property and this Agreement shall come to an end, subject to the Landlord complying with the proper legal procedure. 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.
5. **The Deposit**
  - 5.1 The Deposit will be held in accordance with the Tenancy Deposit Protection Scheme Rules as issued by the relevant Tenancy Deposit Protection Scheme.
  - 5.2 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 Protection Scheme.
  - 5.3 Subject to any relevant provisions of the rules of the relevant Tenancy Deposit Protection 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, his family, or other permitted occupiers (if any) living in the property and using it in a reasonable and lawful manner.
6. **Other provisions**
  - 6.1 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.
  - 6.2 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.
  - 6.3 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.
  - 6.4 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.
  - 6.5 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 2.14 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.
  - 6.6 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.
  - 6.7 The Tenant confirms that the Landlord supplied him with a certificate complying with the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 prior to the Tenant entering into this Agreement.
  - 6.8 Where the context so admits:
    - 6.8.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.
    - 6.8.2 The 'Tenant' includes any persons deriving title under the Tenant.
    - 6.8.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
    - 6.8.4 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.
    - 6.8.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.
    - 6.8.6 Any obligation on the Tenant to do or not do something includes an obligation on the Tenant to use his reasonable endeavours to ensure that no other person does or fails to do that same thing.

# 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  
London WC1N 3QA

The LANDLORD Antonio Merdin  
of 117 Holly Lane East  
Banstead Surrey SM7 2BE

The TENANT SARA Amroussi

The TERM 12 weeks/months\* beginning on 1st december 2014

The RENT £ 950.00 per week/month\* payable in advance on the 1st of each week/month\*

The DEPOSIT Reference £ 123 43 694 which will be registered with one of the Government authorised tenancy deposit schemes ('the Tenancy Deposit Protection Scheme') in accordance with the rules of the appropriate Tenancy Deposit Protection 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 1st december 2014

Signed and executed as a Deed by the following parties

Landlord

Tenant

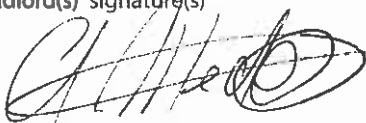
Landlord(s) name(s)

ANTONIO MERDIN

Tenant(s) name(s)

SARA AMROUSSI

Landlord(s) signature(s)



Tenant(s) signature(s)



In the presence of:

Witness signature \_\_\_\_\_

Witness signature \_\_\_\_\_

Full name \_\_\_\_\_

Full name \_\_\_\_\_

Address \_\_\_\_\_

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:

- 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.
- 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.
- 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 Protection Scheme has such requirements.

## IMPORTANT NOTICE TO TENANTS:

- 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.
- 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.
- If the total amount of rent per annum exceeds £100,000 in England or £25,000 in Wales (£100,000 from 1 December 2011), an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate.
- Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at [www.depositprotection.com](http://www.depositprotection.com), My Deposits at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and The Tenancy Deposit Scheme at [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk).
- For tenancies starting after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

# 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, internet 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 with full vacant possession and the items on the Inventory at the end of the Term in the same clean state and condition it/they was/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 and to carry out any permitted redecoration or painting to a professional standard using such colours and materials as the landlord shall approve.
- 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 To use the Property as a private residence for the Tenant and such other occupiers as the Landlord has expressly permitted only. The Tenant is not to have any other lodgers or long-term guests at the Property without the Landlord's express consent and is not to commit any action that would lead to the Landlord being in breach of any obligation regarding the licensing of the Property as a House of Multiple Occupation pursuant to Part 2 of the Housing Act 2004.
- 2.9 Not sublet, charge or part with or share possession or occupation of the Property.
- 2.10 Not to assign the tenancy without the Landlord's consent which will not be unreasonably withheld or delayed. The Landlord may ask the Tenant to enter into a guarantee agreement in respect of any assignee.
- 2.11 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).
- 2.12 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.
- 2.13 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 charged daily from the date the payment fell due until payment.
- 2.14 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.
- 2.15 Not to tamper with any smoke or fire alarm fitted by the Landlord, and to ensure that any batteries in said alarms are replaced as required, and to test said alarms not less than once every calendar month and to promptly report any defect in the alarms to the Landlord.

## 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 Protection Scheme and provide the Tenant with the required information in accordance with the provisions of the Housing Act 2004, and to comply with the rules of the Tenancy Deposit Protection Scheme at all times.
- 3.7 To promptly repair or replace any smoke or fire alarm installed by him at the Property which is reported by the Tenant as being defective.

## 4. Ending this Agreement

- 4.1 If at any time
  - 4.1.1 any part of the Rent is outstanding for 14 days after becoming due (whether formally demanded or not) and/or
  - 4.1.2 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
  - 4.1.3 any of the grounds contained in the Housing Act 1988 Schedule 2 apply and/or
  - 4.1.4 the Tenant is declared bankrupt or enters into an arrangement with some or all of his creditors

the Landlord may recover possession of the Property and this Agreement shall come to an end, subject to the Landlord complying with the proper legal procedure. 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.

## 5. The Deposit

- 5.1 The Deposit will be held in accordance with the Tenancy Deposit Protection Scheme Rules as issued by the relevant Tenancy Deposit Protection Scheme.
- 5.2 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 Protection Scheme.
- 5.3 Subject to any relevant provisions of the rules of the relevant Tenancy Deposit Protection Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of 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, his family, or other permitted occupiers (if any) living in the property and using it in a reasonable and lawful manner.

## 6. Other provisions

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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 2.14 above) shall be considered abandoned if they have not been removed within 14 days of written notice by the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenant, 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.
- 6.6 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.
- 6.7 The Tenant confirms that the Landlord supplied him with a certificate complying with the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 prior to the Tenant entering into this Agreement.
- 6.8 Where the context so admits:
  - 6.8.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.
  - 6.8.2 The 'Tenant' includes any persons deriving title under the Tenant.
  - 6.8.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
  - 6.8.4 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.
  - 6.8.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.
  - 6.8.6 Any obligation on the Tenant to do or not do something includes an obligation on the Tenant to use his reasonable endeavours to ensure that no other person does or fails to do that same thing.

# ASSURED SHORTHOLD TENANCY AGREEMENT

ENGLAND & WALES

Additional  
provisions (if any)

Water Rates, hot & cold water,  
Central heating included in  
The Rent

*[Signature]*

## Notes for Guidance

Insert date of Agreement.

Insert the address of the  
property to be let.

\* Delete as applicable. The  
room must be identified in the  
Agreement.

\* Delete as applicable. List all  
shared rooms in the Property.

The Landlord should give here  
an address in England and  
Wales.

Insert full name(s), and  
address(es) (if relevant) of  
every Tenant.

Dated

The Property  
(hereinafter called  
'the Property')

\*The Designated  
Room

\*The Shared Parts

The Landlord  
(hereinafter called  
'the Landlord')

The Tenant  
(hereinafter called  
'the Tenant')

17 November 2007  
Studio B (Flat 2) at 4 Emerald  
Street London WC1N 3QA

Studio B

ANTONIO MEDIN  
of 117 HOLLY LANE EAST  
BANSLEAD SURREY SM7 2BG

This is the Landlord's address for service of notices until the Tenant is notified  
of a different address in England and Wales.

SHARON SAUVARIN

of

Where the Tenant consists of more than one person, they will all have joint  
and several liability under this Agreement (this means that they will each be  
liable for all sums due under this Agreement, not just liable for a  
proportionate part).

of

\* Delete as applicable. Insert  
name and address of  
Guarantor.

Insert period of Term in  
weeks/months and date  
tenancy begins.

\* Delete as applicable  
depending on whether rent is  
to be paid monthly or weekly.

\* Delete as applicable. NB If  
rent is paid weekly, a rent  
book must be provided to the  
tenant.

† If paid weekly, give the day  
in the week, e.g. Monday.

NB The Deposit should not  
exceed two months' rent.

Delete this section if there is  
no Inventory.

\* Delete as applicable,  
depending on whether whole  
property or room is being let.

\*The Guarantor  
(hereinafter called  
'the Guarantor')

The Term

The Rent

The Payment Date

The Deposit

The Inventory

6 Months beginning on 20.11.2007 ('the fixed period')

The tenancy will then continue, still subject to the terms and conditions set  
out in this Agreement, from [month to month][week to week]\* from the  
end of this fixed period unless or until the Tenant gives notice that he wishes  
to end the Agreement as set out in clause 4 overleaf, or the Landlord serves  
on the Tenant a notice under Section 21 of the Housing Act 1988, or a new  
form of Agreement is entered into, or this Agreement is ended by consent or  
a court order.

£ 900.00 per calendar [month][week]\*

by way of standing order into the Landlord's bank, details of which have been  
provided to the Tenant\*.

The first payment to be made on the signing of this Agreement. All  
subsequent payments to be made [monthly][weekly]\* in advance on the  
1<sup>st</sup> day of the month[ ] of [ ] week]\*†.

£ 850.00

The deposit to be held as security by the Landlord for any loss or damage  
caused by the breach of any of the Tenant's obligations under this Agreement, or  
any sum repayable by the Landlord to the Local Authority in respect of Housing  
Benefit paid direct to the Landlord. See also clause 5 overleaf.

Being the list of the Landlord's possessions at the Property and details of  
condition which has been signed by the Landlord and the Tenant, a copy of  
which is annexed hereto.

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions  
printed overleaf whereby the [Property][Designated Room, with the right to share the use of the  
Shared Parts with such other persons as the Landlord grants or has granted the right to use those  
Shared Parts]\* is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

Signed and executed as a Deed by the following parties:

Landlord	Tenant	Guarantor*
ANTONIO MEDIN	SHARON SAUVARIN	
Landlord(s)' name(s)	Tenant(s)' name(s)	Guarantor's name
Landlord(s)' signature(s)	Tenant(s)' signature(s)	Guarantor's signature
<i>[Signature]</i>	<i>[Signature]</i>	
In the presence of:		
Witness signature	Witness signature	Witness signature
Full name	Full name	Full name
Address	Address	Address

\*Delete as applicable.

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.

[Under this Agreement, the Tenant will have exclusive occupation of his Designated Room and will share with other occupiers of the Property the use of the Shared Parts of the Property.]

1. The Tenant's obligations:

1.1 To pay the Rent at the times and in the manner aforesaid.

1.2 [To pay all charges in respect of any electric, gas, water, telephonic and 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.] [To make a proportionate contribution to the costs of all charges in respect of any electric, gas, water and telephone 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.]

1.3 To keep the items on the Inventory and the interior of the [Property][Designated Room and Shared Parts]\* 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).

1.4 To yield up the [Property][Designated Room and Shared Parts]\* and the items on the Inventory (if any) at the end of the Term in the same clean state and condition it/they was/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 2.2).

1.5 Not make any alteration or addition to the Property nor without the Landlord's prior written consent (consent not to be withheld unreasonably) do any redecoration or painting of the Property.

1.6 Not do anything on or at the Property which:

1.6.1 may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises

1.6.2 is illegal or immoral

1.6.3 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.

1.7 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.

1.8 Not use or occupy the Property in any way whatsoever other than as a private residence.

1.9 Not to assign, sublet, charge or part with or share possession or occupation of the Property (but see clause 4.1 below).

1.10 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, or during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given 24 hours' prior written notice (except in emergency).

1.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement.

1.12 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 which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment.

1.13 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.

2. The Landlord's obligations:

2.1 The Landlord agrees that the Tenant may live in the [Property][Designated Room and Shared Parts]\* without unreasonable Interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.

2.2 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.

2.3 To keep in repair:

2.3.1 the structure and exterior of the Property (including drains, gutters and external pipes)

2.3.2 the installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences), and

2.3.3 the installations at the Property for space heating and heating water.

2.4 But the Landlord will not be required to:

2.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner

2.4.2 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

2.4.3 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.

2.5 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. 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.

4. Ending this Agreement

4.1 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, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.

4.2 If the Tenant stays on after the end of the fixed Term, his tenancy will continue but will run from [month to month][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 a rental period.

4.3 If at any time

4.3.1 any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or

4.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant 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

4.3.3 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 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.

5. The Deposit

5.1 The Deposit will be held by the Landlord and will be refunded to the Tenant at the end of the Term (however it ends) at the forwarding address provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in this Agreement by the Tenant. No interest will be payable to the Tenant in respect of the deposit money.

5.2 The Deposit shall be repayable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit, and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under clause 5.1. However, the Landlord shall not, save in exceptional circumstances, retain the Deposit for more than one month after the end of the tenancy.

5.3 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

6. Other provisions

6.1 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.

6.2 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).

6.3 Any notices or other documents 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.

6.4 Any person other than the Tenant who pays all or part of the rent due under this Agreement 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.

6.5 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 1.13 of this Agreement) 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 sale will be dealt with in the same way as the Deposit as set out in clause 5.2 above.

6.6 In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).

6.7 Where the context so admits:

6.7.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.

6.7.2 The 'Tenant' includes any persons deriving title under the Tenant.

6.7.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.

6.7.4 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.

6.7.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

# 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 London WC1N 3QA

The **LANDLORD** ANTONIO MEDIN  
of 117 HOLLY LANE EAST  
BANSTEAD SURREY SM7 2BE

The **TENANT** SHAREN SAUVERIN

The **GUARANTOR** \_\_\_\_\_  
of \_\_\_\_\_

The **TERM** 12 weeks/months\* beginning on 8.8.09

The **RENT** £ 200.00 per week/month\* payable in advance on the Saturday of each week/month\*

The **DEPOSIT** £ 850.00 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** 6.8.09

Signed and executed as a Deed by the following parties

Landlord	Tenant	Guarantor*
<u>ANTONIO MEDIN</u>	<u>SHAREN SAUVERIN</u>	_____
Landlord(s)' name(s)	_____	_____
_____	Tenant(s)' name(s)	Guarantor's name
_____	_____	_____
Landlord(s)' signature(s)	_____	_____
	Tenant(s)' signature(s)	Guarantor's signature
In the presence of:	_____	_____
Witness signature	Witness signature <u>RR</u>	Witness signature _____
Full name _____	Full name _____	Full name _____
Address _____	Address _____	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:

- 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.
- 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.
- 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:

- 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.
- 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.
- 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.
- Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at [www.depositprotection.com](http://www.depositprotection.com), Tenancy Deposit Solutions Ltd at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and The Tenancy Deposit Scheme at [www.tds.gb.com](http://www.tds.gb.com).
- If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

# 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 it was/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 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

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-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'.

ERIC BARTLETT.

## TENANCY AGREEMENT - ENGLAND & WALES

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

The PROPERTY

Studio B Flat 2  
97 4 EMERALD STREET London WC1N 3QA

The LANDLORD

of ANTONIO MEDIN  
117 HOLLY LANE EAST  
BANSTEAD SURREY SM7 2BE

The TENANT

SHAREN SAUVERIN

The GUARANTOR

of

The TERM

12 weeks/months\* beginning on 2-8-09

The RENT

£ 900.00 per week/month\* payable in advance on the Saturday each week/month\*

The DEPOSIT

£ 850.00 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

6-8-09

Signed and executed as a Deed by the following parties

Landlord

ANTONIO MEDIN

Tenant

SHAREN SAUVERIN

Guarantor\*

Landlord(s) name(s)

Tenant(s) name(s)

Guarantor's name

Landlord(s) signature(s)

Tenant(s) signature(s)

Guarantor's signature

In the presence of:

Witness signature

Witness signature

Witness signature

Full name

Full name

Full name

Address

Address

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:

- 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.
- 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.
- 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:

- 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.
- 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.
- 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.
- Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at [www.depositprotection.com](http://www.depositprotection.com), Tenancy Deposit Solutions Ltd at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and The Tenancy Deposit Scheme at [www.tds.gb.com](http://www.tds.gb.com).
- If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

# 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 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

- 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-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 there 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'.

# 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  
London WC1N 3QA

The LANDLORD Antonio Medina  
of 117 Holly Lane East Banstead  
Surrey SM7 2BE

The TENANT Lucie Cambier

The GUARANTOR \_\_\_\_\_  
of \_\_\_\_\_

The TERM 6 weeks/months\* beginning on 1st October 2011

The RENT £ 910.00 per week/month\* payable in advance on the 1st of each ~~week~~/month\*

The DEPOSIT £ 840.00 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 1-10-11

Signed and executed as a Deed by the following parties

Landlord	Tenant	Guarantor*
<u>Antonio Medina</u>	<u>Lucie Cambier</u>	_____

Landlord(s)' name(s) \_\_\_\_\_

Tenant(s)' name(s) \_\_\_\_\_

Guarantor's name \_\_\_\_\_

Landlord(s)' signature(s) \_\_\_\_\_

Tenant(s)' signature(s) \_\_\_\_\_

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 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](http://www.depositprotection.com), Tenancy Deposit Solutions Ltd at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and The Tenancy Deposit Scheme at [www.tds.gb.com](http://www.tds.gb.com).
- 5 If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.