

# 4 Emerald Street -Application for Lawful Development Certificate

**Supporting Information - Flat E**Document Reference 1662-PL-DOC-005



# **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:

		TIS AGREEMENT IS MADE DELWEEN.
Full name and address of Landlord		ANTONIO MEDIN 117 HOTY Lane EAST BANSIEAU SURREY SM72BE
		("The Landlord")
	ai	nd On the second
	٦	NORHANIM ABBUL KAHMAN
Full name and address		FLAT 12, 11 INVERNERS TERRACE, BAYSWATER
of Tenant	Ĵ	WZ 3JL, LONDON W2 3JL
		N this 2 day of MARCH 9005 ("The Tenant")
	1.	THE Landlord lets and the Tenant takes the property known as:
		THE Landlord lets and the Tenant takes the property known as:  STUDIO E CIT 4 EMERALL ST
		Loncion WIN 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) *(delete if not applicable) shall be let
Delete the	7	to the Tenant from the ESAT day of APRIL 2005 for a
option not required.		fixed period of
	J	THE PREMISES, (and the furniture and effects) *(delete If not applicable) shall be let
		to the Tenant from the Eishi day of APRIL 2005 and
		will continue from week to week/month to month. *(delete if not applicable) until
		either the Landlord or the Tenant gives the other notice to end the tenancy
	4.	THE RENT of £ 750.00 per week/calendar month for the
		premises and furniture and household effects (date if not environly) shall be noted
		in advance by the Tenant on Solday of each work/month.
		The Tenant/Landlord of the said premises shall pay the Water Rates and
		Council Tax charged on the said premises. (delete which is not applicable)
		The rent shall be reviewed on NA. *(delete if not applicable)
	5.	UPON SIGNATURE of this Agreement a deposit of £.750.00 will be
		paid by the Tenant to the Landlord. The said deposit to be held as security
		against breach of any of the provisions of this Tenancy Agreement, the
		Landlord will return the deposit, less any sums due to the Landlord in

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

- 6. THE TENANT shall also pay all charges for:-
  - (a) gas and electricity supplied to the premises during the period of the tenancy.
  - (b) Telephone rental and the cost of all telephone calls incurred during the period of the tenancy;

## 7. THE TENANT shall not:

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

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

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

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:
<ul> <li>13.ALL TAXES, assessments and outgoings, other than those detailed previously in this Agreement, shall be paid by the Landlord.</li> <li>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.</li> </ul>
SIGNED by the Landlord
WITNESSED BY.
Name:
Address:
Occupation:
SIGNED by the Tenant. Curron House
WITNESSED BY.
Name:
Address:
Occupation:

# ASSURED SHORTHOLD TENANCY AGREEMENT

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

THIS AGREEMENT is made between:

The Landlord Banks. Cash. Surre by SMR. 286 ("The Landlord")  and  Cash. Surre by SMR. 286 ("The Landlord")  and  Cash. Surre by SMR. 286 ("The Landlord")  and  Cash. Surre by SMR. 286 ("The Tenant")  ON this. So day of Selectiber Jone ("The Premises")  1. The Landlord lets and the Tenant takes the property known as:  Sucho E at HEMERAL SURRE  "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) *(delete if not applicable) shall be let to the Tenant from the day of Selectiber 100 and will continue from wreek to week/month to month. *(delete if not applicable) until either the Landlord or the Tenant gives the other notice to end the tenancy.  4. THE RENT of £ 750.00 per *** per			ANTONIO MEDIN
Action of Tourism  Full name and  REAT SOY FOR  ON this day of Saltenber 2006  1. THE Landlord lets and the Tenant takes the property known as:  Studio E OT HE HERALD STREET  ON this day of Saltenber 2006  ("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) *(delete if not applicable) shall be let to the Tenant from the day of Selfenber 2006 and will continue from week-tre-week/month to month. *(delete if not applicable) until either the Landlord or the Tenant gives the other notice to end the tenancy.  4. THE RENT of f. 750.00 per week/calendar month for the premises and furniture and household effects (delete if not applicable) shall be paid in advance by the Tenant on day of each week/month.			117 HOLLY LANE EAST
Pull name end address of Townst  ON this. Good and the Tenant takes the property known as:  Studio E. OT. H. E. HERALD. S. Treet.  "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.  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.  THE PREMISES, (and the furniture and effects) *(delete if not applicable) shall be let to the Tenant from the			BANSTEAD SURPEY SM7 2BE
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("The Tenant")  ON this		ar	nd
("The Tenant")  ON this		- -	RIFAT SOYFOD
ON this	and address		
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must be served on the Landlord by the Tenant at:
117 Holly Lang EAST
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SIGNED by the Landlord
WITNESSED BY
Name:
Address:
Occupation:
SIGNED by the Tenant
SAULE SAULE
SIGNED by the Tenant
WITNESSED BY
Name:
Address:

# **ASSURED SHORTHOLD TENANCY AGREEMENT**

Additio <b>nal</b> provisions (i	HOT & COLD  HOT & COLD	in the sent water a Central
Signed and executed as a Deed by the Landlord ANIONIO / EDIN	the following parties:  Tenant  NADIA ZARIBI	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 Full name Address	Full name	Full name
		*Delete as applica

**Notes for Guidance** 20th DeTober 2007 Insert date of Agreement. Dated STUCIO E FLAT 4 4 Emerald STreet London HCIN 3QA Insert the address of the The Property property to be let. thereinafter called 'the Property') \* Delete as applicable. The \*The Designated Studio E room must be identified in the Room Agreement, \*The Shared Parts \* Delete as applicable. List all shared rooms in the Property. ANTONIO MEDIN The Landlord should give here The Landlord BANSIEAD SURREY SM7 2BE an address in England and thereinafter called Wales. 'the Landlord') This is the Landlord's address for service of notices until the Tenant is notified of a different address in England and Wales. NADIA LALIBI Insert full name(s), and The Tenant address(es) (if relevant) of thereinafter called every Tenant. 'the Fenant'? OF FLAT 19 DAIT HOUSE CHEETSTREET - LONDON SEI 8NA 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). \* Delete as applicable, Insert \*The Guarantor name and address of (hereinafter called Guarantor. the Guarantor) 6 Nonth's beginning on 28.10.07 ('the fixed period') Insert period of Term in The Term weeks/months and date The tenancy will then continue, still subject to the terms and conditions set tenancy begins. out in this Agreement, from [month to month][week to week]\* from the delete as applicable end of this fixed period unless or until the Tenant gives notice that he wishes depending on whether rent is to end the Agreement as set out in clause 4 overleaf, or the Landlord serves to be paid monthly or weekly. 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. £ 800.00 per calendar [month][week]\* \* Delete as applicable. NB If The Rent rent is paid weekly, a rent by way of standing order into the Landlord's bank, details of which have been book must be provided to the provided to the Tenant\*. † If paid weekly, give the day The first payment to be made on the signing of this Agreement. All The Payment Date in the week, e.g. Monday. subsequent payments to be made [monthly][workly]\* in advance on the day of the month][ £ 800.00 NB The Deposit should not The Deposit exceed two months' rent. 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. Delete this section if there is The Inventory Being the list of the Landlord's possessions at the Property and details of no Inventory. 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 · 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.

Delete paragraph if whole property is being let.

\*Delete sentence

\*Delete wording in

that does not apply.

square brackets

which does not

apply.

(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 2. The Landlord's obligations: 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\*
- 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 2.2 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 Parts1\* 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 that 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.
- 2.1 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.
- 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.
- Guarantor

2

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.

- **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 Imonth to 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

\*Delete according

to rental period.

- 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 nonperformance 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

- \$.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.

3

- Other provisions
- 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.
- The Landlord small be entitled to have and retain keys for all the doors to the Froperty but shall not be entitled to use these to enter the Property without the consent of the Terrant (save in an emergency).
- 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 rest 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 Landlard 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).
- 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 kable 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.
  - All references to he, 'him' and 'his' shall be taken to include 'she, 'her' and 'hers'.

Assured Shorthold Tenancy - Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996.

Landlord: Mr Antonia Medin

117 Holly Lane East

Surrey SM7 2BE

Tenant:

Mariya Bobryashova PR. Abaya, 201517 Almaty 050013 Kazakhstan

Premises: The dwelling house described as: Flat E, 4 Emerald Street, Bloomsbury WC1N 3QA

Studio Flat

Together with its fixtures and fittings and also the items in the inventory (if any).

Term: For a period of 12 months

Commencing on 1st of September 2009

Rent: £ 866.66 per month

Payable three months in advance and then by equal monthly payments

every month thereafter on the 1st of each month.

Deposit: £866.66

Initials Landlord:

Initials Tenants:

Assured Shorthold Tenancy – Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996.

Generally

- 1. This agreement is for the letting of a dwelling which is either unfurnished or has been furnished in accordance with the inventory signed between the parties.
- 2. This agreement is intended to create an Assured Shorthold Tenancy in accordance with Section 19A of the Housing Act 1988, as inserted by section 96 of the Housing Act 1996.
- 3. The provisions for recovery of possession of the premises, by the landlord, contained in Section 21 of the Housing Act 1988 as amended by Sections 98 and 99 of the 1996 Housing Act apply.
- 4. This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985, where applicable to this tenancy. This makes provision for the landlord to repair the structure and exterior of the premises and certain installations in the premises.
- The landlord is the person or persons stated, or any person entitled to possession if the tenancy were to end.
- 6. The tenant is the person or persons stated, or any person deriving title under the tenant.
- 7. Where either party is two or more people, their obligations and liabilities, under this agreement are joint and individual. Where his or he appears read his/her or he/she.
- The premises are the dwelling stated, together with any outside space or garden and, where applicable, the landlord's fixtures and fittings in the premises or as stated in the inventory (if any).

Head Lease

9. Where the landlord's interest is derived from another lease, the head lease, the tenant will observe the restrictions in the head lease applicable to the premises. In this case the premises will be subject to the reservations and rights of entry stated in that head lese.

Communal area

10. Where the premises are only part of a building, the tenant will have access (in common with others) to appropriate access ways and hallways or other shared facilities, but only to the extent that the landlord can lawfully grant the same.

Deposit

- 11. The deposit as specified shall be paid by the tenant on the signing of this agreement and is to be held by the landlord for the duration of the tenancy as security against the tenant's failure to pay the rent or non performance of his obligations laid down within this agreement. This includes any breach by the tenant of his obligations as to the cleaning of the premises, the cleaning of any fixtures and fittings therein and the return of all keys. The deposit held will not receive any interest payment. The deposit will be registered with Tenancy Deposit Solutions.
- 12. The deposit will be returned 14 days after the property has been vacated.
- 13. The deposit is not to be used by the tenant towards the final rent payment. The deposit will be returned to the tenant (without interest and less any relevant deductions) within 14 days of the termination of the tenancy and the vacation of the premises.

Initials Landlord:

2 Initials Tenants:

Assured Shorthold Tenancy – Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996.

Forfeiture

14. Where the rent, any part of it, or any sum due from the tenant under this agreement, is in arrears of fourteen days or more after it has become due (whether legally demanded or not), or where there is a breach of any of the obligations on the part of the tenant, the landlord may re-enter the premises (or any part thereof) and the tenancy will immediately be determined without prejudice to any other rights and remedies of the landlord. This is subject to any statutory restrictions on the landlord's power to do so. A court order will be required if anyone is residing at the premises.

Interest on payments in arrears

15. Where the rent or any other sum due from the tenant under this agreement is in arrears (whether legally demanded or not), the outstanding sum shall be subject to interest from the date when the same became due until the date of payment, at 4% above the prevailing base rate of Barclays Bank Plc.

<u>Rent</u>

16. The tenant will pay the rent in the manner and at the times specified within this agreement, which is by way of Standing Order payments, payable each month. If more than one tenant then only one must set up the standing order mandate. This does not relinquish the responsibility of other tenants who do not directly pay rent to the landlord.

Misuse

17. The tenant will use the premises in a tenant like manner only as a private dwelling house and will not (nor allow others to) use it for any improper, immoral or illegal purposes.

**Damages** 

18. The tenant will not (nor allow others to) cause any damage or injury to the premises, but will preserve the premises in the same condition that they were given over to the tenant, reasonable wear and tear and accidental damage by fire or any other risk against which the landlord has effected insurance excepted.

Noise and nuisance

19. The tenant will not (nor allow others to) cause annoyance or disturbance to the landlord, other tenants or any neighbours.

**Trades** 

20. The tenant will not (nor allow others to) carry out any profession, trade or other business on the premises.

**Insurance** 

21. The tenant will not (nor allow others to) do anything, which may make void (or increase the premium of) any relevant insurance policy.

Assignment, subletting and sharing

22. The tenant will not (nor allow others to) assign, sublet, part with possession of the premises in any way or receive paying guests on the premises.

Initials Landlord: \*

3 Initials Tenants:

Assured Shorthold Tenancy – Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996.

# Alteration of premises

- 23. Without the express written permission of the landlord, the tenant will not (nor allow others to) place or attach any pictures, paintings, posters or the like on the interior of the premises.
- 24. Without the express written permission of the landlord, the tenant will not (nor allow others to) place any signs, notice board or other advertisements or the like on the exterior of the premises.
- 25. Without the express written permission of the landlord, the tenant will not (nor allow others to) remove any of the items specified in the inventory (if any) or any of the landlord's possessions, from the premises.
- 26. Without the express written permission of the landlord, the tenant will not (nor allow others to) change any of the decorations, furnishings or any of the fixtures or fittings, (where applicable).
- 27. The tenant will not (nor allow others to) make alterations to the premises.

#### Pets

28. Without the express written permission of the landlord, the tenant will not (nor allow others to) keep or allow pets of any kind on the premises. Any permission, which is given, may be cancelled by the landlord.

#### Cleaning and maintenance

- 29. The tenant is responsible for cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatory cisterns, drains, gutters, pipes, chimneys and the like (where applicable).
- 30. The tenant is responsible for the maintenance of any garden areas and for keeping such areas neat and tidy and free from weeds, with any grass kept cut.
- 31. The tenant is responsible for the maintenance and servicing of all mechanical and electrical appliances, listed in the inventory.
- 32. The tenant shall keep the interior of the premises in good repair and condition and in good decorative order.
- 33. The tenant is responsible for the cleaning of any carpets, curtains, furnishings or other items listed in the inventory.
- 34. The tenant is responsible for the cleaning of the windows and for immediately replacing any broken glass, howsoever caused.
- 35. The landlord shall arrange to inspect the premises every 3 (three) months, to ensure good care is taken of the property.

Initials Landlord:

4 Initials Tenants:

M.B

Assured Shorthold Tenancy - Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996.

- 36. The tenant is responsible for informing the relevant Authorities and for the payment of bills generated for the supply and consumption of, Electricity & Telephone. The tenant will not do anything that may cause the disconnection of any of these supplies.
- 37. The tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made there under) to pay Council Tax (or any similar tax or levy).

Rights of access

- 38. The tenant will allow the landlord (or his agent) access to the premises at reasonable hours during the day, to inspect the premises and effects therein and to carry out any works the landlord deems necessary.
- 39. The tenant will allow the landlord (or his agent) access to the premises at reasonable hours during the final 28 days of the tenancy, to show the premises to prospective tenants or at any time to show the premises to a prospective purchaser or anyone acting on his behalf.

Unattended property

40. Whenever the premises are left unattended the tenant must fasten all locks to all doors and windows and activate any burglar alarm, to avoid unauthorised access to the premises. The tenant should notify the landlord if he intends to leave the premises vacant for a period in excess of 28 consecutive days.

Vacation of premises

- 41. The property shall be vacated, inspected and keys returned to the landlord by 12:00 pm (noon) on the last day of the tenancy agreement. Failure will result in the tenant being charged rent, on a pro rata basis.
- 42. The tenant will return the premises to the landlord at the end of the tenancy in the same condition and state of repair as at the commencement of the tenancy; reasonable wear and tear, accidental damage by fire or any other risk against which the landlord has effected insurance excepted. The premises as at the date of signing this agreement will be in excellent condition and high standard of cleanliness. At the end of the tenancy the tenant/tenants agree to pay a £150.00 check out fee from their deposit monies, upon giving up the property, any such sums as may be claimed for breakages or damage to the property or any of the fixtures and fittings therein.
- 43. The tenant will clear all his own personal effects and any rubbish from the premises on or before the end of the tenancy.

Quiet possession

44. The landlord agrees with the tenant that subject to the tenant paying the rent and observing and performing the obligations on the part of the tenant may quietly possess and enjoy the premises during the tenancy without any interruption from the landlord or any person claiming under or in trust for the landlord.

Initials Landlord: \

Initials Tenants:

Assured Shorthold Tenancy – Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996.

#### Gas safety regulations

45. The landlord is responsible for the service and maintenance of any gas heating system and for ensuring that all gas appliances within the premises are annually certified by a British Gas or CORGI registered technician, in accordance with The Gas Safety (Installation and Use) Regulations 1994.

#### Furniture safety regulations

46. The landlord is responsible for ensuring that any furniture supplied by the landlord complies with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended (but subject to the transitional provisions of those regulations).

#### **Outgoings**

47. The landlord is responsible for indemnifying the tenant against all outgoings and assessments in respect of the premises, except those stated as being the tenant's responsibility.

#### Damage by fire

48. The landlord is responsible for returning to the tenant any portion of rent paid for any period that the premises is rendered uninhabitable by fire or other risk against which the landlord has effected insurance.

#### Necessary consents

49. The landlord warrants that any consents necessary to enable him to enter into this agreement (whether from superior lessors, mortgages or others) have been obtained.

#### **Definitions**

50. Any reference to the premises includes a reference to any part of the premises. Any reference to the tenancy or the term includes any extension or continuation of the term and any statutory periodic tenancy. Any reference to any items specified in the inventory (if any) or the fixtures and fittings is a reference to any of them. Any reference to any statutory enactment or regulations includes a reference to any amendments or modifications to the same.

#### **Notices**

51. The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 relating to the service of notices, apply to any notice authorised or required to be served under this Agreement or any Statutory Provision relating to the tenancy.

#### Changes in Status

52. If for any reason tenant/tenants become unemployed or apply for housing benefit they must vacate the property, as this is not acceptable.

#### Section 48 of the Landlord and Tenant Act 1987

The tenant is hereby notified that in accordance with section 48 of the Landlord and Tenant Act 1987, the address for the tenant to serve Notices on the landlord (including Notices in proceedings), is given here: **Mr Antonia Medin, 117 Holly Lane East, Surrey, SM7** 2BE

53. The tenant may bring the tenancy to an end at any time before the expiry of the Term (but not earlier than 6 months from the commencement date of this agreement) by giving to the landlord not less than 2 months written notice. This minimum notice two clear months must run from the first of the month to the end of the month of leaving or earlier.

Initials Landlord: ×

6 Initials Tenants:

Assured Shorthold Tenancy - Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996.

Dated: 6th of August 2009

The landlord hereby agrees to let the premises and the tenant hereby agrees to take the premises for the rent, period and in accordance with the conditions stated within this agreement.

Signed by the landlord:

In the presence of a witness:

Mr Antonia Medin 117 Holly Lane East

Surrey SM7 2BE Name: S.Kalsi

Address: 22 Upper Grosvenor Street,

Mayfair, W1K 7PE

Occupation: Estate Agent

Signed by the tenant:

In the presence of a witness:

Maria Bobryashova PR. Abaya, 201517 **Almaty 050013** 

Kazakhstan

Address: 22 Upper Grosvenor Street, Mayfair, W1K 7PE

Name: S.Kalsi

Occupation: Estate Agent

Initials\_Landlord:

Initials Tenants:

M. B

Assured Shorthold Tenancy - Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996.

# HOUSING ACT 1988 (Amended 1996)

Section 21-(1)(b)

**Assured Shorthold Tenancy:** 

Notice Requiring Possession by virtue of Section 21 of the Housing Act 1988 **Fixed Term Tenancy** 

(Notes)

(1) Name and

To:

Maria Bobryashova

Address of

**Tenant Of:** 

PR. Abaya, 201517 Almaty 050013 Kazakhstan

(2) Name and From: Mr Antonia Medin

Address of

Landlord

Of: 117 Holly Lane East, Surrey, SM7 2BE

(3) Address of **Dwelling** 

I give you notice by virtue of Section 21 of the Housing Act 1988, that

I require possession of the dwelling house known as:

Flat E, 4 Emerald Street, Bloomsbury WC1N 3QA

(4) Date of

31st of August 2010 After:

Expiry

(Note 3 below)

(5) Date notice

6th of August 2009 Date:

served (Note 3 below)

(6) Landlord's

signature

(on behalf of the landlord)

(7) Name and

Mr Antoni@Medin

Address of the

117 Holly Lane East, Surrey, SM7

Landlord/agent

(8) Tenant's

Signature

NOTES

Initials Landlord: X

Initials Tenants:

MB-

Assured Shorthold Tenancy – Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996.

- On or after the coming to an end of a fixed term assured shorthold tenancy, a court must make an order for possession if the Landlord has given a notice in this form.
- Where there are joint Landlords, at least one of them must give this notice.
- 3 The length of the notice must be at least two months, and the notice must be given before or on the day on which the fixed term comes to an end.

Initials Landlord:

9 Initials Tenants:

Assured Shorthold Tenancy – Under Part I of the Housing Act 1988 as amended under Part III of the Housing Act 1996.

# ON THE LAST DAY OF THE TENANCY AGREEMENT YOU MUST BY 12PM (NOON):

- VACATE THE PREMISES
- HAVE PREMISES INSPECTED
- HAND OVER KEYS

Signed by the landlord:

In the presence of a witness:

Mr Antonia Medin 117 Holly Lane East

Surrey
SM7 2BD

Signed by the tenant:

Name: S.Kalsi

Address: 22 Upper Grosvenor Street,

Mayfair, W1K 7PE

Name: S.Kalsi

Occupation: Estate Agent

In the presence of a witness:

Maria Bobryashova PR. Abaya, 201517 Almaty 050013

Initials Landlord: ×

Kazakhstan

Address: 22 Upper Grosvenor Street,

Mayfair, W1K 7PE

Occupation: Estate Agent

Initials Tenants:

# TFNANCY AGREEMENT - ENGLAND & WALES

(for a Furnished House or Flat on an Assured Shorthold Tenancy) Emprala street The PROPERTY WCA The LANDLORD The TENANT The GUARANTOR ist Sebjember weeks/months\* beginning on The TERM per week/month\* payable in advance on the \_\_/ S/ The RENT which will be registered with one of the Government authorised tenancy deposit The DEPOSIT schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules. B41477 545 means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the The INVENTORY 3.7.2010 DATED Signed and executed as a Deed by the following parties Guarantor\* Landlord Tenant Landlord(s)' name(s) Guarantor's name Tenant(s)' name(s) Landlord(s)' signaturg(s)

In the presence of:

Witness signature

Full name

Address

Tenant(s)' signature(s)

Witness signature

Full name

Guarantor's signature

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:

- 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
- 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:

- 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, Tenancy Deposit Solutions Ltd at www.mydeposits.co.uk and The Tenancy Deposit Scheme at 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**

- 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.
- The Tenant's obligations:
  - To pay the Rent at the times and in the manner set out above. 21
  - To pay all charges in respect of any electric, gas, water, sewage and telephonic or 2.2 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 keep the items on the Inventory and the interior of the Property in a good and clean 2.3 state and condition and not damage or injure the Property or the items on the Inventory (fair wear and tear excepted).
  - To yield up the Property and the items on the Inventory at the end of the Term in the 74 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).
  - Not to make any alteration or addition to the Property and not without the prior 2.5 written consent of the Landlord (consent not to be withheld unreasonably) do any redecoration or painting of the Property.
  - Not do anything on or at the Property which: 2.6
    - may be or become a nuisance or annoyance to any other occupiers of the (a) Property or owners or occupiers of adjoining or nearby premises
    - (b) Is illegal or immoral
    - may in any way affect the validity of the insurance of the Property and the items (c) listed on the Inventory or cause an Increase in the premium payable by the Landford
    - 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.
  - 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.
  - Not use or occupy the Property in any way whatsoever other than as a private residence. 2.8
  - Not assign, sublet, charge or part with or share possession or occupation of the Property 2.9 (but see clause 5.1 below).
  - 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).
  - 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.
  - 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.
  - 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.

#### The Landlord's obligations:

- The Landlord agrees that the Tenant may live in the Property without unreasonable 3.1 interruption from the Landlord or any person rightfully claiming under or in trust for the Landford.
- To insure the Property and the items listed on the Inventory and use all reasonable 37 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.
- To keep in repair (where provided by the Landford) 3.3
  - the structure and exterior of the Property (including drains gutters and external 3.3.1 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
- 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
  - reinstate the Property in the case of damage or destruction if the insurers refuse 3.4.2 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.
- 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
- 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.

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 Landford by the Tenant.

**Ending this Agreement** 

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 penod 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.

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.

If at any time

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

#### The Deposit

- The Deposit will be held in accordance with the Tenancy Deposit Scheme noies as 6.1 issued by the relevant Tenancy Deposit Scheme.
- No interest will be payable to the Tenant by the Landlord in respect of the Deposit save 6.2. as provided by the rules of the relevant Tenancy Deposit Scheme.
- 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

- 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.
- 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.
- 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.
- 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 " behalf of the Tenant which the Landlord shall be entitled to assume without will your.
- 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.
- 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 or the part of the Tenant.
- Where the context so admits:
  - The Landlord' includes the persons from time to time entitled to receive the 7.7.1 Rent.
  - The Tenant' includes any persons deriving title under the Tenant.
  - The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
  - 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
  - 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) dio E Plat 4 at 4 Emerald SireeT The LANDLORD The TENANT The GUARANTOR 151 \_\_ weeks/months | beginning on \_\_\_\_ The TERM per week/month payable in advance on the 151 of each week/month The RENT The DEPOSIT / De 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. 11477545 means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the The INVENTORY 8.6.2011 DATED Signed and executed as a Deed by the following parties Guarantor\* Hariya Bobryashova Torlin Landlord(s)' name(s) Guarantor's name Tenant(s)' name(s) Landlord(s) signature(s Guarantor's signature Tenant(s)' signature(s)

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.

Witness signature

Full name

Address

#### IMPORTANT NOTICE TO LANDLORDS:

in the presence of:

Witness signature \_

Full name \_

Address

- 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 point 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.
- 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 Deposits Libertee has such requirements.

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- 2 If you currently occupy this Property under an Assured Tenancy which is not appropriate.

  Shorthold Tenancy of this Property or of alternative property and this Agreement is not appropriate.
- 3 If the total amount of tent exceeds £25,000 per annum, an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate. Seek legal advice.
- 4 Further information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at www.depositprotection.com, Tenancy Deposit Solutions Ltd at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.tds.gb.com.
- 5 If your tenancy starts after 1 October 2008, your landlord should provide you with an Energy Performance Certificate

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

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

Address

## Terms and Conditions

- 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.
- 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.
  - 7.3 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/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).
  - 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:
    - 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).
  - 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.
  - 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)
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  - .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.
- 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 penod of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or
  - 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

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- The Deposit
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  - 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 Landford 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 Landford as a result of the Tenant's breach of these terms and conditions, provided the sum claimed by the Landford is reasonably Incurred and is reasonable in amount. The Landford 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.
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  - 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.
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    - 7.7.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.
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# TENANCY AGREEMENT - ENGLAND & WALES (for a Furnished House or Flat on an Assured Shorthold Tenancy) The LANDLORD The TENANT The GUARANTOR 36 weeks/months\* beginning on The TERM per warek/month\* payable in advance on the of each want/month\* The RENT $866 \circ 66$ which wlll be registered with one of the Government authorised tenancy deposit The DEPOSIT FD schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules. 114 77 545 means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the The INVENTORY 17-3-2012 DATED Signed and executed as a Deed by the following parties 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 \_

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- 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.

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

## **Terms and Conditions**

- 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.
- The Tenant's obligations:
  - 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.
  - 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)
  - 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/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).
  - 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.
    - Not do anything on or at the Property which:
      - may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
      - subegal or immoral
      - 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
      - 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.
  - 27 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.

    Not use or occupy the Property in any way whatsoever other than as a private residence. 2.B
  - Not assign, sublet, charge or part with or share possession or occupation of the Property 29 (but see clause 5.1 below)
  - 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).
  - 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.
  - 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.
  - 213 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.
- The Landlord's obligations:
  - 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
  - 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)
    - 331 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
  - But the Landlord will not be required to
    - carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
    - 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
    - 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.
  - 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.
- 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.

- **Ending this Agre** 
  - 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.

- 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.
- 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.

#### The Deposit

- The Deposit will be held in accordance with the Tenancy Deposit Scheme Rules as 6.1 issued by the relevant Tenancy Deposit Scheme
- No interest will be payable to the Tenant by the Landlord in respect of the Deposit save 6.2. as provided by the rules of the relevant Tenancy Deposit Scheme.
- 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.

- 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 Landiord at the address stated with the name of the Landlord overleaf.
- 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.
- 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.
- 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.
- 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 Landford, or if the Landford 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.
- 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.
- Where the context so admits:
  - 7.7.1 The 'Landlord' includes the persons from time to time entitled to receive the
  - The Tenant' includes any persons deriving title under the Tenant.
  - The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
  - 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
  - All references to 'he', 'hlm' 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) 4 Emerceld sices The LANDLORD The TENANT SI weeks/months\* beginning on The TERM per wesk/month\* payable in advance on the The RENT 20 which will be registered with one of the Government authorised tenancy deposit The **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 DATED Signed and executed as a Deed by the following parties Landlord Tenant Landlord(s)' name(s) Tenant(s)' name(s) Landlord(s)' signature(s) Tenant(s)' signature(s) in the presence of: Witness signature Witness signature Full name \_ Full name

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.

Address

#### IMPORTANT NOTICE TO LANDLORDS:

Address \_

- 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 after 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.
- 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, My Deposits at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.thedisputeservice.co.uk.
- 5 For tenancies starting after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

## **Terms and Conditions**

- 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 do anything on or at the Property which:
    - may be or become a nulsance 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
- 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, slnks, 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 falled 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 Pro n Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost or 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.
- 5.2 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) r' " be considered abandoned if they have not been removed within 14 days of written: 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.
  - 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

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

THIS AGREEMENT is made between:

Full name	ANTONIO MESIN
and address of Landlord	BANSIEAN SURREY SHTDBE
	("The Landlord")
	and No ADI SOUTO
Full name and address of Tenant	
	ON this $12$ day of $SPP 200.5$ ("The Tenant")
	1. THE Landlord lets and the Tenant takes the property known as:  STUCION E OT 4 EMERAL SICE  LONGIOM WOLN 3 Q A
	("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) *(delete If not applicable) shall be let
Delete the	to the Tenant from the
option not required.	fixed period ofmonths.
	THE PREMISES, (and the furniture and effects) *(delete if not applicable) shall be let
	to the Tenant from the
	will continue from week to week/month to month. *(delete if not applicable) until
	either the Landlord or the Tenant gives the other notice to end the tenancy.
	4. THE RENT of £ 750 100 per week/calendar month for the
	premises and furniture and household effects (delete if not applicable) shall be paid
	in advance by the Tenant on
	The Tenant/Landlord of the said premises shall pay the Water Rates and
	Council Tax charged on the said premises. (delete which is not applicable)
	The rent shall be reviewed on
	5. UPON SIGNATURE of this Agreement a deposit of £. 750.00 will be
	paid by the Tenant to the Landlord. The sald 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
	are to the Langiord in

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

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

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

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

# Assured shorthold tenancy agreement

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

THIS AGREEMENT is made between:

	$1 - 10^{\circ}$
	Antonio Medin
Full name and address	117 Holle Lane EASE
of Landlord	Banstead Surrey SM7 2BE
_	("The Landlord")
	and .
	ANDREW COLLINS + SHARON BARFORD
Full name and address	27MAXFAIRAVE TEAGLE FARM RD
of Tenant	ROMFORD ESSEX BIGGLES NADE, BEDS
	RM66UB. SG18 87 ("The Tenant")
	ON this. 2 day of February 2007
	1. THE Landlord lets and the Tenant takes the property known as:
	STURGE OF 4 EMERALD Siree!
	("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) *(delete if not applicable) shall be let
Delete the	to the Tenant from the
option not required,	fixed period ofmonths.
	THE PREMISES, (and the furniture and effects) *(delete if not applicable) shall be let
	to the Tenant from the
	will continue from week to week/month to month. *(delete if not applicable) until
	either the Landlord or the Tenant gives the other notice to end the tenancy.
	4. THE RENT of £
	premises and furniture and household effects (delete if not applicable) shall be paid
	in advance by the Tenant on
	The Tenant/Landiord of the said premises shall pay the Water Rate and
	Council Tax charged on the said premises, (delete which is not applicable)
	The rent shall be reviewed on
	5. UPON SIGNATURE of this Agreement a deposit of £ 500 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 denosit less any sums due to the Landlord in

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

- 6. THE TENANT shall also pay all charges for:-
  - (a) gas and electricity supplied to the premises during the period of the tenancy.
  - (b) Telephone rental and the cost of all telephone calls incurred during the period of the tenancy;

## 7. THE TENANT shall not:

- (a) keep or harbour any animal on the premises that may cause damage to the property of the items specified in the inventory or cause a nulsance 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

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- (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 reletting 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.
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Agreement are understood as joint and several and all singulars shall includ
the plural. This means that each Tenant named in this agreement i
individually responsible for adhering to all the terms of the Agreement.
SIGNED by the Landlord
SIGNED by the Landlord.
Name:
Address:
Occupation:
SIGNED by the Tenant.
WITNESSED BY
Name: