

## 4 Emerald Street -Application for Lawful Development Certificate

**Supporting Information - Flat A**Document Reference 1662-PL-DOC-002



### **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.

- 10.THE TENANT shall not sub-let the premises, take in lodgers or paying guests or part with possession of the premises or any part of it.
- 11.THE TENANT may assign this Agreement with the consent of the Landlord that may not be unreasonably withheld.
- 12.IF THE RENT is in arrears at any time for fourteen days (whether it has been formally demanded or not), or any of the provisions of this agreement on the Tenant's part shall not be undertaken or should the Tenant become bankrupt, the tenancy will cease and the Landlord will apply to the Court for an Order for Possession. The Landlord cannot enter the property or evict a Tenant without a Court having first made an Order for Possession.

12.IN ACCORDANCE with section 48 of the Landlord and Tenant Act 1987, the
Tenant is notified herewith that notices (including notices of proceedings)
must be served on the Landlord by the Tenant at:
117 Holly Lane EAST
Bans read Surrey SM72BE
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.

IGNED by the Landlord
/ITNESSED BY
lame:
ddress:
Occupation:
IGNED by the Tenant. S/111/AreMus 3136/4008
/ITNESSED BY
ame:
ddress:
ccupation:

© Eagle Legal Forms Ltd. 2002/ii Ref: 00119 Extended Contract

# ASSURED SHORTHOLD TENANCY AGREEMENT

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

THIS AGREEMENT is made between:

	1	HIS AGREEMENT is made between:
Full name	7	Arronio Medin
and address		117 HOLLY LANE EASE
of Landlord	<u> </u>	BANSTEAD SULLEY SMT &BE
		("The Landlord")
	ar	1d 1/0 8/1 1/10 1/11
	٦	MR S+14-+140-WU
Full name *address	ļ	
. enant	<u>]</u>	
		("The Tenant")
		N this 3014 day of September 2006
	1.	THE Landlord lets and the Tenant takes the property known as:
	•••	STURIO A OT 4 EMERALD STREET
	•••	London LCIN 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.
1	3.	THE PREMISES, (and the furniture and effects) *(delete if not applicable) shall be let
Delete the	]	to the Tenant from the 24 day of Seffember 2006 for a
option not required.		fixed period of months.
	J	THE PREMISES, (and the furniture and effects) *(delete if not applicable) shall be let
€.		to the Tenant from the 24 day of Selienther 200 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 £7.0.0 per week/calendar month for the
		premises and furniture and household effects (delete if not applicable) shall be paid
		in advance by the Tenant on 24 of each week/month.
		The Tenant/Landord 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 £ 750.0 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
		and the provisions of this renancy 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.

12.IN ACCORDANCE with section 48 of the Landlord and Tenant Act 1987, the
Tenant is notified herewith that notices (including notices of proceedings)
must be served on the Landlord by the Tenant at:
117 Holly Lane East
Banstead Euriey SM7 2BE
13 All TAYES assessments and outgoings other than those detailed previous

- 13.ALL TAXES, assessments and outgoings, other than those detailed previously in this Agreement, shall be paid by the Landlord.
- 14.SHOULD THERE be more than one Tenant, covenants on the Tenant in this Agreement are understood as joint and several and all singulars shall include the plural. This means that each Tenant named in this agreement is individually responsible for adhering to all the terms of the Agreement.

SIGNED by the Landlord
WITNESSED BY
Name:
Address:
Occupation:
SIGNED by the Tenant Martaka Chihama Dù Okumù
WITNESSED BY
Name:
Address:
Occupation:

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## ASSURED SHORTHOLD TENANCY AGREEMENT

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

THE ACREE LEVEL

	1	MIS AGREEMENT IS made between:
Full name and address of Landlord		Anionio Medin 117 Holly Lane East Banstead Surrey SM7 2BE
		("The Landlord")
Full name and address enant	aı 	Me Masataka Chihama & Su Okumi 57 St Giles Unglu Street London word PLH
	^	N this 2 day of JUNE 2007 ("The Tenant")
	**	THE Landlord lets and the Tenant takes the property known as:  Studio A at 4 Emerala St
	•••	Jenelon HCIN 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 option not		to the Tenant from the
required.		fixed period of months.
<b>A</b> -		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 £ $800.00$ per week/calendar month for the
		premises and furniture and household effects (delete if not applicable) shall be paid
		in advance by the Tenant on
		The Tenant/ strature of the said premises shall pay the that and
		Council Tax charged on the said premises. (delete which is not applicable)
	_	The rent shall be reviewed on*(delete if not applicable)
	5.	UPON SIGNATURE of this Agreement a deposit of £ 200.00 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.

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## **ASSURED SHORTHOLD** TE

### **ENGLAND & WALES**

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Notes for Guidance						
Insert date of Agreement.	Dated	1 JUNE 2008				
insert the address of the property to be let.	The Property (hereinafter called 'the Property')	20ndon HCIN 3QA				
* Delete as applicable. The room must be identified in the Agreement,  ' Delete as applicable. List all shared rooms in the Property.	*The Designated Room *The Shared Parts	Studio A FLOT ONE				
The Landlord should give he <b>re</b> an address in England and Wales.	The Landlord (hereinafter called 'the Landlord')	ANIONIO MEDIN  OF 117 HOLLY LANE EAST  BANSIEAD SURREY SHT 2BE				
		This is the Landlord's address for service of notices until the Tenant is notified of a different address in England and Wales.				
insert full name(s), and address(es) (if relevant) of every Tenant.	The Tenant (hereinafter called 'the Tenant')	Miss MENGLEL 2+1CL				
* Delete as applicable. Insert name and address of Guarantor.	*The Guarantor (hereinafter called 'the Guarantor')	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).  MR Bin Xi AO  of				
Insert period of Term In weeks/months and date tenancy begins.	The Term	Months beginning on 2.6-2008 ('the fixed period')  The tenancy will then continue, still subject to the terms and conditions set				
Delete as applicable depending on whether rent is to be paid monthly or weekly.		out in this Agreement, from [month to month][week to week]* from the end of this fixed period unless or until the Tenant gives notice that he wishes to end the Agreement as set out in clause 4 overleaf, or the Landlord serves on the Tenant a notice under Section 21 of the Housing Act 1988, or a new form of Agreement is entered into, or this Agreement is ended by consent or a court order.				
* Delete as applicable. NB If	The Rent	£ 800.00 per calendar [month][wask]*				
rent is paid weekly, a rent book must be provided to the tenant.		by way of standing order into the Landlord's bank, details of which have been provided to the Tenant*.				
f. If paid weekly, give the day in the week, e.g. Monday.	The Payment Date	The first payment to be made on the signing of this Agreement. All subsequent payments to be made [monthly][weekly]* in advance on the day of the month][ Honth of each week]*†.				
NB The Deposit should not exceed two months' rent.	The Deposit	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 no Inventory.	The Inventory	Being the list of the Landlord's possessions at the Property and details of condition which has been signed by the Landlord and the Tenant, a copy of				

condition which has been signed by the Landlord and the Tenant, a copy of which is annexed hereto.

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

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

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

[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:
- To pay the Rent at the times and in the manner aforesaid.
- 1.2 [To pay all charges in respect of any electric, gas, water, telephonic and televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.] [To make a proportionate contribution to the costs of all charges in respect of any electric, gas, water and telephone or televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.]
- 1.3 To keep the items on the Inventory and the interior of the [Property][Designated Room and Shared Parts]\* in a good and clean state and condition and not damage or injure the Property or the items on the Inventory (fair wear and tear excepted).
- 1.4 To yield up the [Property][Designated Room and Shared Parts]' and the items on the Inventory (if any) at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and the items on the Inventory or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 2.2).
- 1.5 Not make any alteration or addition to the Property nor without the Landlord's prior written consent (consent not to be withheld unreasonably) do any redecoration or painting of the Property.
- 1.6 Not do anything on or at the Property which:
  - 1.6.1 may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
  - 1.6.2 is illegal or immoral
  - 1.6.3 may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.
- 1.7 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property.
- 1.8 Not use or occupy the Property in any way whatsoever other than as a private residence.
- 1.9 Not to assign, sublet, charge or part with or share possession or occupation of the Property (but see clause 4.1 below).
- 1.10 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given 24 hours' prior written notice (except in emergency).
- 1.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement.
- 1.12 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on

- any rent or other money lawfully due from the Tenant which remains unpaid for more 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. The Landlord's obligations:
- The Landlord agrees that the Tenant may live in the [Property][Designated Room and Shared Parts]' without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
- 2.2 To insure the Property and the items listed on the Inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant if requested.
- 2.3 To keep in repair:
  - 2.3.1 the structure and exterior of the Property (including drains, gutters and external pipes)
  - 2.3.2 the installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences), and
  - 2.3.3 the installations at the Property for space heating and heating water.
- 2.4 But the Landlord will not be required to:
  - 2.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
  - 2.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do
  - 2.4.3 rebuild or relnstate 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

If there is a Guarantor, he guarantees that the Tenant will keep to his obligations in this Agreement. The Guarantor agrees to pay on demand to the Landlord any money lawfully due to the Landlord by the Tenant.

- 4. Ending this Agreement
- The Tenant cannot normally end this Agreement before the end of the Term. However, after the first three months of the Term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably

withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.

4.2 If the Tenant stays on after the end of the fixed Term, his tenancy will continue but will run from [month to month][week to week]\* (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of a rental period.

#### 4.3 If at any time

\*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

- 5.1 The Deposit will be held by the Landlord and will be refunded to the Tenant at the end of the Term (however it ends) at the forwarding address provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in this Agreement by the Tenant. No interest will be payable to the Tenant in respect of the deposit money.
- 5.2 The Deposit shall be repayable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit, and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under clause 5.1. However, the Landlord shall not, save in exceptional circumstances, retain the Deposit for more than one month after the end of the tenancy.
- 5.3 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

- 6. Other provisions
- 6.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenam Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
- 6.2 The Landford shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency).
- 6.3 Any notices or other documents shall be deemed served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- 6.4 Any person other than the Tenant who pays all or part of the rent due under this Agreement to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 6.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 1.13 of this Agreement) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landlord or if the Landlord has been unable to trace the Semont 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.
- 2.6.6 In the event of damage to or destruction of the Property by any of the risks instance against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).
- 6.7 Where the context so admirs:
  - 6.7.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.
  - 6.7.2 The "femant" includes any persons deriving title under the Temans.
  - 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 the under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
  - 6.7.5 All references to 'he', 'him' and 'his' shall be taken so include 'she', 'her' and 'hers'.

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#### **TENANCY AGREEMENT - ENGLAND & WALES**

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



The PROPERTY	Ground Floor Fla	it, 4 Emerald Street, WC1N 3QA	81.778		
The LANDLORD	Mr Antonio Med	in			
of	117 Holly Lane E	ast, Surrey, SM7 2BE			
The TENANT	Ms Slavika Nocia	rova			
	Mr Henry lan Wi	ndeler			
The GUARANYOR of	12 Barham Road	I, London, SWZ0 OET.			
The TERM	An initial 6 months beginner to leave from all the Tenancy Agreemen	nning on the 13th November 2009 with two m her the Landford or Tenant - Thereafter Claus it WF apply	ronihs ię 6.2 of		
The RENT	€010				
The DEPOSIT	£1260 which will be re schemes ("the Tenan	gistered with one of the Government authoris by Deposit Scheme") in accordance with the T	ed tenancy depusit Fenancy Deposit Schemo Ruiss.		
The INVENTORY means the Est of the Landford* a passessions at the Property which has been algored by the Landford and the Tenant					
DATED	12/11/09	ę			
Bigned and apposited a	na a Deed by the follows	ng parties			
Lendiord		Tenant	Guzrantor*		
Nir Antonia Medin		Ma Slavika Noderove	Mr Hanry tan Windelm		
Landlord(s)* name(s	)				
		Tenent(s)" rame(s) Quarantor" a maree	Allindeler		
Landlord(a) eignetu	ech	Tanant(s)" signature(s):Guarantor" a sign	13/11/2009		
In the presence of:  Witness signature	. rab	Witness signature (1 AGU):	Wilvess signature SUSA		
Address 22 Opper Gr	Suggest Street	Address 22 Usper Grosvenor Street	Address 22 Upper Grosvenor Sircel		
Mayter, WIK 7PE	service service.	Maylair, W1K 7PE	Maytels, W1K 7PE		
			and the second second		

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

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- 7.6 In the eyeant of destruction to the Property or of decreage to it which are makes the same or a administrating parties of the same product thinks, the Torscal shall be reflected from purifying the same by an orecast proper force) to the straint to which the Torscall in subtility to the its the Property to thereby protected, to very whose the destruction or demangs has been account by any act or delived by the Torscall or extense the Auction of a terminal hours account by any act or delived by the terminal or whose the Auction of the part of the Torscall have been advantedly influented by any act or delived by the part of the Torscall have been advantedly influented by any act or calculation on the part of the Torscall have been advantedly influented by any act or calculation on the part of the Torscall have been advanted by a Torscall.
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## TENANCY AGREEMENT - ENGLAND & WALES (for a Furnished House or Flat on an Assured Shorthold Tenancy) 11 at 4 Emerculd siree? The LANDLORD The TENANT 15 August 2013 weeks/months\* beginning on \_\_\_ The TERM per week/month\* payable in advance on the \_\_\_\_/5\_\_ of each week/month\* The RENT 694which 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 6.7.2012 DATED Signed and executed as a Deed by the following parties Sara Amroussi Drio Medin Tenant(s)' name(s)

Landlord(s)' name(s)

Tenant(s)' name(s)

Tava Amivuss I

Landlord(s)'-signature(s)

Tenant(s)' signature(s)

Amivuss I

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
- Before granting the tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning the deposit into the tenancy agreement or to alter or delete any of the terms appearing in the form below. Details of the websites of the scheme providers are set out in Note 4 for tenants below. Currently only The Tenancy Protection Scheme has such requirements.

#### IMPORTANT NOTICE TO TENANTS:

- 1 In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
- 2 If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property and this Agreement is not appropriate.
- 3 If the total amount of rent per annum exceeds £100,000 in England or £25,000 in Wales (£100,000 from 1 December 2011), an Assured Shorthold Tenancy cannot be created and this Agreement is not appropriate.
- 4 Further Information about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at www.depositprotection.com, My Deposits at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.thedisputeservice.co.uk.
- For tenancles starting after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

- 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 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 biockages 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 Landford's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property.
  - 2.8 To use the Property as a private residence for the Tenant and such other occupiers as the Landlord has expressly permitted only. The Tenant is not to have any other lodgers or long-term guests at the Property without the Landlord's express consent and is not to commit any action that would lead to the Landlord being in breach of any obligation regarding the licensing of the Property as a House of Multiple Occupation pursuant to Part 2 of the Housing Act 2004.
  - 2.9 Not sublet, charge or part with or share possession or occupation of the Property.
  - 2.10 Not to assign the tenancy without the Landlord's consent which will not be unreasonably withheld or delayed. The Landlord may ask the Tenant to enter into a guarantee agreement in respect of any assignee.
  - 2.11 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, and during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given at least 24 hours' prior written notice (except in emergency).
  - 2.12 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement, and further pay the Landlord's reasonable costs of responding to any request for a consent which the Tenant may make of the Landlord under this Agreement.
  - 2.13 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money lawfully due from the Tenant under this Agreement which remains unpaid for more than 14 days, interest to be charged daily from the date the payment fell due until payment.
  - 2.14 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.
  - 2.15 Not to tamper with any smoke or fire alarm fitted by the Landlord, and to ensure that any batteries in said alarms are replaced as required, and to test said alarms not less than once every calendar month and to promptly report any defect in the alarms to the Landlord.
- 3. The Landlord's obligations:
  - 3.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
  - 3.2 To Insure the Property and the items listed on the Inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant if requested.
  - 3.3 To keep in repair (where provided by the Landlord)
    - 3.3.1 the structure and exterior of the Property (Including drains, gutters and external pipes)
    - 3.3.2 the installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences)
    - 3.3.3 the installations at the Property for space heating and heating water
  - 3.4 But the Landlord will not be required to
    - 3.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
    - 3.4.2 reinstate the Property in the case of damage or destruction if the Insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do
    - 3.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.
  - 1.5 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

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-Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result of the Tenant's breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably incurred and is reasonable in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e. which is as a result of the Tenant, his family, or other permitted occupiers (if any) living in the property and using it in a reasonable and lawful manner.

#### 6. Other provisions

- 6.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
- 6.2 The Landford shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency) or as otherwise provided in this Agreement.
- 6.3 Any notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- 6.4 Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 6.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.14 above) shall be considered abandoned if they have not been removed within 14 days of written 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 refleved 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.
- 5.7 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.
- i.8 Where the context so admits:
  - 6.8.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.
  - 6.8.2 The Tenant' Includes any persons deriving title under the Tenant.
  - 6.8.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
  - 6.8.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
  - 5.8.5 All references to 'he', 'him' and 'his' shatl be taken to include 'she', 'her' and 'hers'.
  - 6.8.6 Any obligation on the Tenant to do or not do something includes an obligation on the Tenant to use his reasonable endeavours to ensure that no other person does or fails to do that same thing.

### **TENANCY AGREEMENT - ENGLAND & WALES**

(for a Furnished H	ouse or Flat on an Assured Shorthold Tenancy)					
The PROPERTY	Studio A Flort at 4 Emerald SireeT					
The LANDLORD of	ANTONIO MEDIN					
The TENANT	Matiko Oton					
The TERM	6 weeks/months* beginning on 5/Add 120/4					
The RENT	£ 950-00 per week/month* payable in advance on the 5 of each week/month*					
The DEPOSIT	£ 950 - 00 which will be registered with one of the Government authorised tenancy deposit schemes ('the Tenancy Deposit Protection Scheme') in accordance with the rules of the appropriate Tenancy Deposit Protection Scheme Rules.					
The INVENTORY	means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant					
DATED						
Landlord / NiO A	Tenant Makiko Oka					
Landlord(s)' name(s)	Tenant(s)' name(s)					
Landlord(s)' signature	Tenant(s)' signature(s) One for Ocan					
In the presence of: Witness signature	Witness signature 4 ms 1 u si					
Full name Sarva /	mroussi Full name Sara Amroussi					
Address 4 Emeral						

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

#### IMPORTANT NOTICE TO LANDLORDS:

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

#### IMPORTANT NOTICE TO TENANTS:

- 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.

- 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 nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
    - (b) is illegal or immoral
    - (c) may in any way affect the validity of the Insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord
    - (d) will cause any blockages in the drainage system and in the case of breach of this clause the Tenant to be responsible for the reasonable cost of such repair or other works which will be reasonably required.
  - 2.7 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property.
  - 2.8 To use the Property as a private residence for the Tenant and such other occupiers as the Landlord has expressly permitted only. The Tenant is not to have any other lodgers or long-term guests at the Property without the Landlord's express consent and is not to commit any action that would lead to the Landlord being in breach of any obligation regarding the licensing of the Property as a House of Multiple Occupation pursuant to Part 2 of the Housing Act 2004.
  - 2.9 Not sublet, charge or part with or share possession or occupation of the Property.
  - 2.10 Not to assign the tenancy without the Landlord's consent which will not be unreasonably withheld or delayed. The Landlord may ask the Tenant to enterinto a guarantee agreement in respect of any assignee.
  - 2.11 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, and during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given at least 24 hours' prior written notice (except in emergency).
  - 2.12 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement, and further pay the Landlord's reasonable costs of responding to any request for a consent which the Tenant may make of the Landlord under this Agreement.
  - 2.13 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money lawfully due from the Tenant under this Agreement which remains unpaid for more than 14 days, interest to be charged daily from the date the payment fell due until payment.
  - 2.14 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.
  - 2.15 Not to tamper with any smoke or fire alarm fitted by the Landlord, and to ensure that any batteries in said alarms are replaced as required, and to test said alarms not less than once every calendar month and to promptly report any defect in the alarms to the Landlord.
- 3. The Landlord's obligations:
  - 3.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
  - 3.2 To insure the Property and the items listed on the Inventory and use all reasonable efforts to arrange for any damage caused by an Insured risk to be remedied as soon as possible and to provide a copy of the Insurance policy to the Tenant if requested.
  - 3.3 To keep in repair (where provided by the Landlord)
    - 3.3.1 the structure and exterior of the Property (including drains, gutters and external pipes)
    - 3.3.2 the installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences)
    - 3.3.3 the installations at the Property for space heating and heating water
  - 3.4 But the Landford 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.
  - 1.5 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 Prote Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost or repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any rent in arrears and for any other financial losses suffered or expenditure incurred by the Landlord as a result of the Tenant's breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably incurred and is reasonable in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to fair wear and tear i.e. which is as a result of the Tenant, his family, or other permitted occupiers (if any) living in the property and using it in a reasonable and lawful manner.

#### 6. Other provisions

- 6.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
- 6.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency) or as otherwise provided in this Agreement.
- 6.3 Any notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- 6.4 Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 6.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.14 above) shall be considered abandoned if they have not been removed within 14 days of written no put the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenatiality reasonable steps to do so. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of the sale to be returned to the Tenant at the forwarding address provided to the Landlord.
- 6.6 In the event of destruction to the Property or of damage to it which shall make the same or a substantial portion of the same uninhabitable, the Tenant shall be relieved from paying the rent by an amount proportional to the extent to which the Tenant's ability to live in the Property is thereby prevented, save where the destruction or damage has been caused by any act or default by the Tenant or where the Landlord's insurance cover has been adversely affected by any act or omission on the part of the Tenant.
- 6.7 The Tenant confirms that the Landlord supplied him with a certificate complying with the Energy Performance of Buildings (Certificates and Inspections)(England and Wales) Regulations 2007 prior to the Tenant entering into this Agreement.
- 6.8 Where the context so admits:
  - 6.8.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.
  - 6.8.2 The 'Tenant' includes any persons deriving title under the Tenant.
  - 6.8.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
  - 6.8.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be Joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
  - 6.8.5 All references to 'he', 'him' and 'his' shall be taken to Include 'she', 'her' and 'hers'.
  - 6.8.6 Any obligation on the Tenant to do or not do something includes an obligation on the Tenant to use his reasonable endeavours to ensure that no other person does or fails to do that same thing.

	AGREEMENT - ENGLAND & WALES House or Flat on an Assured Shorthold Tenancy)
The PROPERTY	Studio A Flat 1 at 4 & merald sireet
The LANDLORD	Autonio Medin 117 Holly LANE EAST Banstead Surrey 5 47 286
The TENANT	Ms Caterine Noviega
The TERM	12 weeks/months* beginning on 18. June 2015
The RENT	£ 950.00 per week/month* payable in advance on the 18 of each week/month*
The DEPOSIT	£ 950-00 which will be registered with one of the Government authorised tenancy deposit schemes ('the Tenancy Deposit Protection Scheme') in accordance with the rules of the appropriate Tenancy Deposit Protection Scheme Rules.
The INVENTORY	means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant
DATED	6.6 2015
Signed and execute	d as a Deed by the following parties
Landlord	Tenant
ANIONI Landlord(s)' name(s)	<del></del>
	Tenant(s)' name(s)
Landlord(s)' signatu	re(s)
In the presence of:	Tenant(s)' signature(s)  *  *  *  *  *  *  *  *  *  *  *  *  *
·	Witness signature
	Full name
Address	Address
THIS TENANCY AGRI Property is hereby k	EEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the et by the Landlord and taken by the Tenant for the Term at the Rent.
In the case of Joint  2 Always remember to	ANDLORD' 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
the deposit into the out in Note 4 for te	tenancy agreement, you should check whether your chosen deposit scheme provider requires you to insert any additional terms concerning 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 nants below. Currently only The Tenancy Protection Scheme has such requirements.
accommodation ov 2 If you currently occ	O TENANTS:  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 when the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.  Lupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured of this Property or of alternative property and this Agreement is not appropriate.
3 if the total amount be created and this	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 Agreement is not appropriate.
www.depositprote	n about the Government-authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at ction.com, My Deposits at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.thedisputeservice.co.uk.  In after 1 October 2008, your landlord should provide you with an Energy Performance Certificate.

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.

#### 2. The Tenant's obligations:

- 2.1 To pay the Rent at the times and in the manner set out above.
- 2.2 To pay all charges in respect of any electric, gas, water, sewage, internet and telephonic or televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.
- 2.3 To keep the items on the Inventory and the interior of the Property in a good and clean state and condition and not damage or Injure the Property or the items on the Inventory (fair wear and tear excepted).
- 2.4 To yield up the Property with full vacant possession and the items on the Inventory at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and the items on the Inventory or for any damage covered by and recoverable under the Insurance policy effected by the Landlord under clause 3.2).
- 2.5 Not to make any alteration or addition to the Property and not without the prior written consent of the Landlord (consent not to be withheld unreasonably) do any redecoration or painting of the Property and to carry out any permitted redecoration or painting to a professional standard using such colours and materials as the landlord shall approve.
- 2.6 Not 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 To use the Property as a private residence for the Tenant and such other occupiers as the Landlord has expressly permitted only. The Tenant is not to have any other lodgers or long-term guests at the Property without the Landlord's express consent and is not to commit any action that would lead to the Landlord being in breach of any obligation regarding the licensing of the Property as a House of Multiple Occupation pursuant to Part 2 of the Housing Act 2004.
- 2.9 Not sublet, charge or part with or share possession or occupation of the Property.
- 2.10 Not to assign the tenancy without the Landlord's consent which will not be unreasonably withheld or delayed. The Landlord may ask the Tenant to enter into a guarantee agreement in respect of any assignee.
- 2.11 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, and during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given at least 24 hours' prior written notice (except in emergency).
- 2.12 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement, and further pay the Landlord's reasonable costs of responding to any request for a consent which the Tenant may make of the Landlord under this Agreement.
- 2.13 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money lawfully due from the Tenant under this Agreement which remains unpaid for more than 14 days, interest to be charged daily from the date the payment fell due until payment.
- 2.14 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.
- 2.15 Not to tamper with any smoke or fire alarm fitted by the Landlord, and to ensure that any batteries in said alarms are replaced as required, and to test said alarms not less than once every calendar month and to promptly report any defect in the alarms to the Landlord.

#### 3. The Landlord's obligations:

- 3.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
- 3.2 To insure the Property and the items listed on the Inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant if requested.
- 3.3 To keep in repair (where provided by the Landlord)
  - 3.3.1 the structure and exterior of the Property (including drains, gutters and external pipes)
  - 3.3.2 the Installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (Including basins, sinks, baths and sanitary conveniences)
  - 3.3.3 the installations at the Property for space heating and heating water
- 3.4 But the Landlord will not be required to
  - 3.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
  - 3.4.2 reinstate the Property in the case of damage or destruction if the Insurers refuse to pay out the Insurance money due to anything the Tenant has done or failed to do
  - 3.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.
- 3.5 If the property is a flat or maisonette within a larger building then the Landlord will be under similar obligations for the rest of the building but only in so far as any disrepair will affect the Tenant's enjoyment of the Property and in so far as the Landlord is legally entitled to enter the relevant part of the larger building and carry out the required works or repairs.

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

#### 4. Ending this Agreement

#### 4.1 If at any time

- 4.1.1 any part of the Rent is outstanding for 14 days after becoming due (whether formally demanded or not) and/or
- 4.1.2 there is any breach, non-observance or non-performance by the Tenant of any covenant and/or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or
- 4.1.3 any of the grounds contained in the Housing Act 1988 Schedule 2 apply and/or
- 4.1.4 the Tenant is declared bankrupt or enters into an arrangement with some or all of his creditors

the Landlord may recover possession of the Property and this Agreement shall come to an end, subject to the Landlord complying with the proper legal procedure. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that If possession of the Property has not been surrendered and anyone is living at the Property or if the tenancy is an Assured or Assured Shorthold Tenancy then the landlord must obtain a court order for possession before re-entering the Property. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

#### 5. The Deposit

- 5.1 The Deposit will be held in accordance with the Tenancy Deposit Protection Scheme Rules as Issued by the relevant Tenancy Deposit Protection Scheme.
- 5.2 No interest will be payable to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Protection Scheme.
- 5.3 Subject to any relevant provisions of the rules of the relevant Tenancy Deposit ProScheme the Landlord shall be entitled to claim from the Deposit the reasonable cosry repairs or damage to the Property or its contents caused by the Tenant (including any
  damage caused by the Tenant's family and visitors) and for any rent in arrears and for any
  other financial losses suffered or expenditure incurred by the Landlord as a result of the
  Tenant's breach of these terms and conditions, provided the sum claimed by the Landlord
  is reasonably incurred and is reasonable in amount. The Landlord is not entitled to claim in
  respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e.
  which is as a result of the Tenant, his family, or other permitted occupiers (if any) living in
  the property and using it in a reasonable and lawful manner.

#### 6. Other provisions

- 6.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (Including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
- 6.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency) or as otherwise provided in this Agreement.
- 6.3 Any notices or other documents (including any court claim forms in legal proceedings) shall be deemed served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- 6.4 Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 6.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.14 above) shall be considered abandoned if they have not been removed within 14 days of written the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenant saking 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.
  - 5.8.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
  - 6.8.5 All references to 'he', 'him' and 'his' shall be taken to Include 'she', 'her' and 'hers'.
  - 6.8.6 Any obligation on the Tenant to do or not do something includes an obligation on the Tenant to use his reasonable endeavours to ensure that no other person does or fails to do that same thing.

### **TENANCY AGREEMENT - ENGLAND & WALES**

(for a Furnished House or Flat o	n an Assured Shorthold Tenancy)	G.					
	Studio A FLOT 1 at 4 EMERALD ST London WCIN 3 QA						
of //7	ANTONIO MEDIN						
The TENANT Miss							
The GUARANTOR							
The TERM 6	weeks/months* beginning on 9 02 70.	1008					
The RENT £ 800	per wask/month* payable in adva	nce on the 2 of each work/month*					
The DEPOSIT £ 800. schemes ("the	£ 800.00 which will be registered with one of the Government authorised tenancy deposit schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules.						
Tenant	means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant						
DATED /8.	1. <u>20</u> 08						
Signed and executed as a Deed by the	e following parties						
Landlord NONIO MEDIT	Tenant ViceN Done	Guarantor*					
Landlord(s)' name(s)							
Tenant(s)' name(s) Guarantor's name							
Landlord(s)' signature(s),							
In the presence of:	Tenant(s)' signature(s)	Guarantor's signature					
Witness signature	Witness signature	Witness signature					
Full name TAN 31N	Full name	Full name					
Address Flet 2, 71 Nether	W.N. Address	Address					
THE TENANCY ACREEMENT	e the excitations detailed above and the terms an	d conditions printed availant whatabutha					

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

#### IMPORTANT NOTICE TO LANDLORDS:

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

#### IMPORTANT NOTICE TO TENANTS:

- 1 In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
- 2 If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not perintitle to grant your 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 surhorised Tenancy Deposit Schemes can be obtained from their wishsites the Deposit Protection Service at www.depositprotection.com, Tenancy Deposit Solutions Ltd at www.mydeposits.co.uk and The Tenancy Deposit Scheme at www.defo.com

This Agreement is intended to create or distant of Shorthold Tenancy as defined in the Housing
Ap. 1998, as amended by the Housing Ap. 1996, and the provisions for the recovery of
possesses by the Landland in that Act apply accordingly. The Tenant understands that the
Landland will be entitled to accover possession of the Property at the end of the Term

The Terrent's obligations:

- 2.1 To pay the Rent at the times and in the manner set out above.
- 22 To pay as changes in respect of any electric, gas, water, sewage and telephonic or televisual virvices used at or supplied to the Property and Council Tax or any similar property sax that might be changed in addition to or replacement of it during the Term.
- 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 of injure the Property or the items on the inventory that wear and tear a countril.
- 2.4 To yield up the Property and the items on the Inventory at the end of the Ferm in the same clean state and condition littley was/were in at the beginning of the Term (but the Terman wis not be responsible for fair wear and tear caused during normal use of the Property and the items on the inventory of for any damage covered by and recoverable under the insurance policy effected by the Landford under clause 3.2)
- 2.5 Wor to make any afteration or addition to the Property and not without the prior smiten content of the Landford (consent not to be withheld unreasonably) do any redecoration or painting of the Property.

2.6 Not do anything on or at the Property which:

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

(b) is illegal or immaral

- (c) may an 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 biockedes in the dramage system and in the case of breach of this clause the Tenant to be especiable 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 per or any kind of animal at the Property.
- 2.8 Not use or occupy the Property is any way whatsoever other than as a private residence.
- Not assign, sublet, change or part with or share possession or occupation of the Property (but see clause 5.1 below).
- 2.10 To also the Landland or anyone with the Landland's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry can any recessing repairs and gas inspections, and during the last month of the Term show the Property to prospective new tenants, provided the Landland has given at least 24 losses of the witten notice reacept in emergency).
- 2.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement, and further pay the Landlord's reasonable costs of responding to any request for a consent which the femant 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 grevailing on any rent or other money lawfully due from the Tenant under this Agreement which riminist unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment.
- 2.13 To provide the Landford with a forwarding address when the tenancy comes to an end and to rendore all rubbish and all personal items (including the Tenant's own furniture and equipment: from the Property before leaving.

3. The Landlord's obligations:

- The Landord agrees that the Tenant may live in the Property without unreasonable intersuption 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 To keep in repair (where provided by the Landlord)

- 1.3.1 the structure and exterior of the Property (including drains gutters and external pipers).
- 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).
- 3.1.3 the installations at the Property for space heating and heating water

3.4 But the Leedland will not be required to

- 3.4.1 carry out works for which the Tenent 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 reliand or constant the Property in the case of destruction or damage of the Property by a risk not obvered by the policy of insurance effected by the Landlord.
- 3.5 In the property is a flat or maisonette within a larger building then the Landlord will be under the property is a flat or maisonette within a building but only in so far as any disrepair will affect the Tersant's engagment of the Property and in so far as the Landlord is legally entitled to when the relevant part of the larger building and carry out the required.
- 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

It there is it Guivantor, the guarantees that the Tenant will keep to his obligations in this agreement. The Guivantor agrees to pay on demand to the Landlord any money lawfully due so the Landlord by the Tenant.

5. Ending this Agreement

The Tenant courses recognitives this Agreement before the end of the Term. However

after the first three months of the Term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, and upon (i) payment by the Tenant to the Landlord of the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, and (ii) the execution by the alternative tenant of a new tenancy agreement in the form of this Agreement for a period of 6 months or for a period not less than the unexpired portion of the term of this Agreement (if that be greater than 6 months), or for such other period as the Landlord shall approve, this tenancy shall end.

5.2 If the Tenant stays on after the end of the fixed term, a new tenancy will arise that will run from month to month or week to week ('a periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of the rental period.

5.3 If at any time

- 5.3.1 any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or
- 5.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant and/or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or.
- i.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-e the Property. This clause does not affect the Tenant's rights under the Protectic in Eviction Act 1977.

. The Deposit

- 6.1 The Deposit yield be held in accordance with the Tenancy Deposit Scheme Rules as issued by the relevant Tenancy Deposit Scheme.
- 6.2. No interest will be payable to the Tenant by the Landbard in respect of the Deposit save as provided by the rufes of the referent Tenancy Deposit Scheme.
- 6.3. Subject to any relevant provisions of the rules of the relevant Tenancy Deposit Scheme the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors and for any rent in arrears and for any other fittancial losses suffered or expenditure incurred by the Landlord is reasonably incurred and is reasonable in amount. The Landlord is not entitled to cause in respect of any damage to the Property or its contents which is due to fair wear and teal i.e. which is as a result of the Tenant and his samely in any bring in the property and using it in a reasonable and lowful courser.

Other provisions

- 7.1 The Landlord hereby notifies the Terson under Section 48 of the Landlord & Tenant Act 1987 that any notices including notices in proceedings; should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
- 7.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency) or as otherwise provided in this Agreement.
- 7.3 Any notices or other documents Uncluding 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. Not pall be deemed served the day after being left at the property or the day after posts.
- 7.4 Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 7.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.13 above) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landleron or if the Landleron in been unable to frace the Tenant by taking reasonable steps to do so that this period the Landleron may remove or dispose of the items as he thinks fit. The Tenant half be liable for the reasonable disposal corts which may be deducted from the proceeds of sale if days, and the Tenant shall remain liable for any balance, any not proceeds of the sale to be returned to the Tenant at the forwarding address arounded to the Landleron.
- 7.6 In the event of destruction to the Property or of demage to it which shall make the same or a substantial portion of the same uninhabitable, the Tenant shall be relieved from paying the remainly amount proportional to the event 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 gover has been adversely effected by any act or omission on the part of the Tenant.

7.7 Where the commit so admits:

- 7.7.1 The Landlord includes the persons from sime to sime entitled to receive the Rent.
- 77.2 The Tenant includes any persons desiring title under the Teruitt.
- 7.7.2 The Property includes any past or parts of the Property and of of the Landford's fixtures and attacks at or upon the Property.
- 7.7.4 All references to the singular shall include the plurid and vice versa and any obligations of baselines of more than one person that be contrained several (this means that they will each be fails) for all sums due under this Agreement, not just table for a proportionale part) and an obligation of the proportional part and an obligation of the proportional include an obligation for to allow or permy the breach of this obligation.
- 7.7.5 All references to the "him" and "his should be taken to accure the "her and hers"