

# Assured Shorthold Tenancy Agreement

AGR1U  
2nd Edition

## Unfurnished Flat

Date	20/04/2012
Landlord	Pixielink Limited
of	3rd Floor 9 White Lion Street London N1 9PD
Tenant	Mr Emil Glownia & Mrs Katarzyna Sliwinska
of	Flat 37 152 Grosvenor Road London SW1V 3JL
Building	The building known as 64 St Giles High Street London WC2H 8LE
Property	The flat <del>XXXXXXX</del> on the First floor of the Building <del>XXXXXXX</del>
Tenancy Period	Starting on 20th April 2012 Ending on 19th April 2013
Rent	£ 1,516.66 per <del>XXXX</del> [month] payable in advance
Rent Days	The 20th day of each <del>XXXX</del> [month]
Deposit	£ 3,033.32
Landlord's Agent	Pearl & Coutts Limited
of	3rd Floor 9 White Lion Street London N1 9PD

The Landlord lets the Property to the Tenant at the Rent for the Tenancy Period on the Standard Letting Terms set out in this Tenancy Agreement as varied or supplemented by any Special Letting Terms.

This is an Assured Shorthold Tenancy under the Housing Act 1988 (as amended). The Tenant understands that the Landlord will be entitled to recover possession of the Property when the Tenancy Period ends.

The Landlord's name and address set out above are to be used by the Tenant for all notices (including those in legal proceedings) until the Tenant receives written notification of a different name or address for the Landlord.

## STANDARD LETTING TERMS

In these Letting Terms :

- (a) provisions relating to the Property apply to every part of it and its fixtures fittings and decorations;
- (b) when two or more persons are together the Landlord or the Tenant, they are responsible for their obligations both jointly and individually;
- (c) the Landlord includes the persons from time to time entitled to receive the Rent;
- (d) if the Landlord holds the Property on a lease, the Landlord will (where appropriate) procure that his obligations are fulfilled by the superior landlord; and
- (e) the headings are only for convenience and are not part of the Letting Terms.

### A. LANDLORD'S OBLIGATIONS

#### A1. *Occupation by Tenant*

The Landlord will give the Tenant exclusive uninterrupted occupation of the Property, and the right (shared with others) to use any communal entrance hall, stairs and lifts in the Building giving access to the Property, during the Tenancy Period for as long as the Tenant complies with the Tenant's Obligations under this Tenancy Agreement.

#### A2. *Main repairs*

The Landlord will maintain in good condition :

- (a) the outside of the Property,
- (b) the main structure of the Property, and
- (c) the fixed gas, electrical and heating appliances in the Property,

but this does not include remedying any damage caused by the Tenant unless the cost is met by insurance under clause A4.

#### A3. *Landlord's payments etc*

The Landlord will:

- (a) pay the water charges for the Property and
- (b) if the Landlord holds the Property on a lease, the Landlord will pay the rents, service charges and other sums payable under that lease and will observe all obligations imposed on him by that lease except for those which are the Tenant's obligations under this Tenancy Agreement.

#### A4. *Insurance*

The Landlord will :

- (a) arrange for the Building (but not the Tenant's possessions) to be insured under comprehensive insurance policies,
- (b) use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as practicable, and
- (c) refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage,

but (b) and (c) will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations under this Tenancy Agreement.

#### A5. *Cleaning and lighting of common parts*

If access to the Property is over any communal entrance hall, stairs and lifts in the Building, the Landlord will use all reasonable efforts to arrange for them to be kept clean and properly lighted and (in the case of a lift) functioning.

#### A6. *Deposit*

The Landlord will arrange for the Deposit to be held and dealt with in accordance with statutory requirements and to be refunded to the Tenant with accrued interest (at the rate prescribed under legislation) once the Tenant has vacated the Property at the end of the Tenancy Period (however it ends) but less any deductions properly made by the Landlord to cover:

- (a) any unpaid Rent,
- (b) the cost of remedying breaches of any of the Tenant's Obligations under this Tenancy Agreement, and
- (c) compensation for the Tenant's use and occupation of the Property if the Tenant fails to vacate on the due date.

## **B. TENANT'S OBLIGATIONS**

### **B1. Payment of Deposit**

On signing this Agreement the Tenant will pay the Deposit to the Landlord's Agent

### **B2. Payment of Rent**

The Tenant will pay the Rent on the Rent Days.

### **B3. Interest on late payment**

If the Tenant fails to pay, within 7 days of the due date, any amount of Rent or other sum payable to the Landlord under this Tenancy Agreement, the Tenant will, on demand, pay to the Landlord interest on that amount at the rate of three per cent per year above the base rate of a London clearing bank chosen by the Landlord, calculated from the due date until actual payment.

### **B4. Outgoings**

The Tenant will promptly pay :

- (a) the Council Tax or similar tax in respect of the Property or its occupants for the Tenancy Period and
- (b) all charges for gas, electricity and telephone services consumed on or supplied to the Property during the Tenancy Period, including standing and rental charges as well as charges for units consumed or used, and including a proper part of any sums paid for periods falling within but starting before or ending after the Tenancy Period.

### **B5. Use of the Property**

The Tenant will :

- (a) use the Property and the Contents carefully and properly and will not damage them,
- (b) take proper precautions to prevent the escape of water in or from the Property,
- (c) not bring any dangerous substances onto the Property or any other part of the Building or do anything which would ordinarily be expected to invalidate the insurance of the Building or entitle the insurers to refuse to pay out policy monies or to increase the insurance premiums, and
- (d) be responsible for the actions of anyone who is in the Property with the Tenant's permission.

### **B6. Maintain the condition of the Property**

The Tenant will :

- (a) keep the inside of the Property in as good condition as at the date of this Tenancy Agreement,
- (b) have the windows of the Property cleaned at least once every month, and
- (c) properly tend any garden forming part of the Property and any houseplants, planted windowboxes or planters.

but, if the Tenant complies with clause B5, the Tenant will not be responsible for fair wear and tear caused by normal use or for damage by risks insured under clause A4.

### **B7. Replace damaged items**

The Tenant will immediately pay for or replace :

- (a) any glass which is broken by the Tenant, and
- (b) any components of gas, electrical, heating or other appliances which become defective due to misuse,

but, if the Tenant complies with clause B5, the Tenant will not be responsible for damage by risks insured under clause A4.

### **B8. Allow entry by the Landlord and Agent**

The Tenant will allow the Landlord or the Landlord's Agent and any superior landlord (and where necessary with workmen and others) at all reasonable times during the Tenancy Period on reasonable prior written notice (or without notice in emergency) to enter the Property where reasonably required for the purpose of :

- (a) repairing or painting the outside of the Building or carrying out any structural or other necessary repairs to the Building or to the Property, or
- (b) examining the state and condition of the Property, or
- (c) (in the last two months) showing the Property to prospective tenants or purchasers.

### **B9. Notice to repair**

If the Landlord or the Landlord's Agent gives the Tenant written notice requiring the Tenant to remedy any failure by the Tenant to comply with clauses B5 to B7 above, the Tenant will carry out the necessary remedial work within one month from being given the notice.

**B10. No assigning or underletting etc**

The Tenant will not:

- (a) assign, underlet, charge or part with possession of the whole or any part of the Property, except by an assignment of the whole Property with the Landlord's prior written permission, which will not be unreasonably withheld,
- (b) take in lodgers, or
- (c) share occupation of the Property with any person other than the Tenant's immediate family.

**B11. Private residential use only**

The Tenant will not carry on any profession trade or business whatsoever at the Property but will use it only as a private residence for the Tenant personally and the Tenant's immediate family.

**B12. Proper conduct**

The Tenant will not :

- (a) do anything at the Property which is illegal or immoral or is a nuisance disturbance or annoyance to the occupiers of the remainder of the Building or of any adjoining premises,
- (b) hang on the outside of the Property any flowerbox flowerpot or similar object or any clothes or other articles,
- (c) block, or put noxious or damaging substances into, the sinks baths lavatories cisterns or waste or soil pipes in the Property or allow them to overflow,
- (d) leave anything in the common areas of the Building,
- (e) park any vehicle on any approaches, private roads or other communal areas belonging to the Building except in parking areas (if any) designated for use by the occupants of the Property,
- (f) leave the entrance doors of the Property or the Building open,
- (g) use any passenger lifts in the Building for carrying heavy goods,
- (h) allow any children of, or in the control of, the Tenant to play in any of the common areas of the Building,
- (i) use in the Property any electrical device which is not fitted with an effective suppressor,
- (j) use any television in the Property without holding a television licence,
- (k) change any of the locks of the Property or have any duplicate keys made without the Landlord's prior written permission, which will not be unreasonably withheld, or
- (l) keep any dog, cat, bird or other animal or reptile in the Property without the Landlord's prior written permission, which will not be unreasonably withheld.

**B13. No alterations**

The Tenant will not :

- (a) alter or add to the Property internally or externally,
- (b) decorate the exterior of the Property,
- (c) change the decor of the interior of the Property, or
- (d) erect any external aerial or satellite dish at the Property.

**B14. Pass on notices**

The Tenant will promptly give to the Landlord a copy of any notice, order or legal proceedings relating to the Property received by the Tenant from any superior landlord, government department, local or public authority or other party.

**B15. Obligations at end of Tenancy Period**

The Tenant will at the end of the Tenancy Period (however it ends) -

- (a) hand to the Landlord or the Landlord's Agent all keys to the Property,
- (b) give the Landlord vacant possession of the Property, and
- (c) ensure that the Property is completely clean and tidy and is in the condition required by these Letting Terms.

**C. TERMINATION**

**C1. Landlord's right of termination**

The Landlord is entitled to terminate this Tenancy Agreement and obtain a court order to evict the Tenant if:

- (a) any instalment of the Rent is not received in full within 14 days of the date when the Landlord formally demands it after it has fallen due, or
- (b) the Tenant fails to comply with any of the Tenant's obligations under this Tenancy Agreement, or
- (c) the Tenant becomes bankrupt or an interim receiver of his property is appointed, or
- (d) the Tenant (without making arrangements with the Landlord or the Landlord's Agent) leaves the Property vacant or unoccupied for more than three weeks.

**C2. Effect of Termination**

Termination of this Tenancy Agreement under clause C1 ends the Tenancy Period but does not release the Tenant from any outstanding obligation.

**SPECIAL LETTING TERMS**

(Delete and/or add to these as appropriate)

~~NO CHARGES SHALL BE MADE FOR THE USE OF WATER, GAS, ELECTRICITY OR TELEPHONE IN THE PROPERTY DURING THE TENANCY PERIOD.~~

[Clause A3(a) shall not apply and the Tenant shall pay the water charges for the Property to the mains water supplier during the Tenancy Period]

~~NO CHARGES SHALL BE MADE FOR THE USE OF WATER, GAS, ELECTRICITY OR TELEPHONE IN THE PROPERTY DURING THE TENANCY PERIOD.~~

The rent shall be paid by standing order on the 20th day of each month payable to: Pixielink Limited, HSBC Bank. Account No: 61 54 46 75, sort code: 40-05-20, quoting ref: 0001096

Clauses A6 and B1 shall not apply to this Tenancy Agreement and shall be replaced by point 11 of the attached rider.

The Landlord and Tenant both have the option to terminate this tenancy by giving either party 30 days notice in writing after the initial six months.

The Tenant must pay the Landlord's Agent the sum of £50 plus VAT for the Landlord's administration fee and this sum is due on each and every occasion this Tenancy Agreement is renewed.

**SIGNED by the LANDLORD:**

Landlord

in the presence of

Angela K ..... Witness

Witness's address 9 WHITE LION STREET, LONDON, N1 9PD

Witness's occupation RESIDENTIAL ADMINISTRATOR

SIGNED by the TENANT:

*Slawicki Gowin*

Tenant

in the presence of

*Aslan*

Witness

Witness's address

*9 WHITE LION STREET NI 9PD*

Witness's occupation

*LETTINGS MANAGER*

*EG*

**THE ASSURED SHORTHOLD TENANCY AGREEMENT RELATING TO THE DWELLING HOUSE AT FIRST FLOOR, 64 ST GILES HIGH STREET, LONDON, WC2H 8LE**

1. The Landlord's agents are Pearl & Coutts Limited of Third Floor, 9 White Lion Street, London N1 9PD, agents.
2. Where the tenant consists of more than one person all obligations in the Agreement are joint and several.
3. Only the named Tenant(s) is/are to occupy the Property at any time.
4. Tenant(s) is/are responsible for insuring their own belongings.
5. All doors and windows of the Property must be properly locked and secured when the Property is unattended. If the property is left empty for a period exceeding fourteen days, the Landlords should be informed of this prior to the date of departure.
6. The Tenant(s) will inform the Landlord of any damages, defects of repairs required to the Property of which the Tenant(s) become aware.
7. Pets may not be kept on the premises unless previously agreed with the Landlord prior to signing this Agreement in writing.
8. The Tenant(s) shall pay interest at 4% over the base rate from time to time of Barclays Bank Plc on all sums payable under the Tenancy Agreement that are overdue.
9. All keys to the Property including any additional copies which have been made must be handed to the Landlord's agents by 12.00 noon on the last day of the tenancy or sooner by agreement.
10. If the Tenant's goods or any goods belonging to a member of the Tenant's household shall not be removed from the Property at the time of vacating, rent will be payable for the Property until all such goods have been removed or a fee will be charged for these goods to be disposed of.

**11. THE DEPOSIT**

**11.1 Payment**

11.1.1 On signing this Tenancy Agreement the Tenant must pay the Deposit to the Landlord's Agent to be protected as security towards the discharge or part discharge of any liability referred to in clause 11.3 SUMS THAT MAY BE RETAINED.

**11.2 Tenancy deposit protection scheme**

11.2.1 The Deposit shall be held on the terms of "Tenancy Deposit Solutions Limited" a deposit protection scheme established under to the Housing Act 2004 Section 212 ('the Scheme').

**11.3 Sums that may be retained**

11.3.1 The following sums may be paid out of the Deposit to the Landlord in accordance with the terms of the Scheme:

11.3.2 any Rent or other payments due from the Tenant to the Landlord, including advance rent that has fallen due;

11.3.3 the cost of remedying breaches of any of the Tenant's Obligations under this Tenancy Agreement;

11.3.4 after the end of the Tenancy Period, any sum owing to the Landlord equivalent to rent in respect of any period of unauthorised occupation by the Tenant or anyone under his control;


11.3.5 compensation for the Tenant's use and occupation of the Property if the Tenant fails to vacate on the due date;


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- 11.3.6 any accounts for utilities, Council Tax charges or any other taxes or accounts for which the Tenant may be liable, which remains unpaid;
- 11.3.7 the cost of the Landlord sending reminder letters to the Tenant in the sum of £25 plus VAT for each reminder (if applicable);
- 11.3.8 the cost of £35 for each time a cheque forwarded by the Tenant to the Landlord does not clear (if applicable);
- 11.3.9 the sum of £50 plus VAT representing the Landlord's administration fee in respect of each and every renewal of this Tenancy Agreement (if applicable); and
- 11.3.10 any interest due pursuant to clause B3 of this Tenancy Agreement.

**11.4 Refund of the Deposit**

11.4.1 Subject to the provisions of clause 11.3 SUMS THAT MAY BE RETAINED, the Deposit or the balance of it must be returned to the Tenant [within 10 days] after the end of the Tenancy Period (however it ends) in accordance with the provisions of the Scheme but any interest earned on the Deposit will be retained by the Landlord.

Tenant Signature: 

 18/09/2012  
Dated: ~~19/09/2012~~

Tenant Signature: 

Dated: 19/09/2012

Landlord Signature: 

Dated:    /   /



## USEFUL INFORMATION

**Gas/Electricity:** The Meter Number Helpline 0870 608 1524 can tell you who your current gas supplier is.

**Water:** Thames Water Utilities Limited, PO Box 436, Swindon SN38 1TU  
Metered Act Enq: 0845 9200 887 or Unmetered Acct Enq: 0845 9200 888 (local rate numbers)

**Council Tax:** London Borough of Barnet, Council Tax, PO Box 329, Sale M33 6XR, Fenella, Babington Road, Hendon, London NW4 4BS  
Tel: 020 8359 2608 / Fax: 020 8359 2273 / Email: local.taxation@barnet.gov.uk

London Borough of Brent, Revenue and Benefits Service, PO Box 425, Wembley HA9 6SU  
Road, Wembley HA9 6BZ  
Tel: 020 8937 1790 / Email: counciltax@brent.gov.uk

London Borough of Camden, Council Tax Division, Argyle Street, London WC1H 8NH  
Tel: 020 7974 6470 / Fax: 020 7974 6450 / Email: revenues@camden.gov.uk

London Borough of Ealing, P O Box 1344, New Broadway, London W5 2BY  
Tel: (020) 8825 7010 / Email: revenues@ealing.gov.uk

London Borough of Hackney, Kelton House, 89-115 Mare Street, London E8 4RU  
Tel: 020 8356 3154 / Fax: 020 8356 3683 / Email: council.tax@hackney.gov.uk

Hammersmith & Fulham, Local Taxation, P O Box 1453, London W6 9UU  
Tel: 020 8600 7777 or email localtaxation@lbhf.gov.uk

Haringey Council, Benefits & Local Taxation Division, PO Box 10505, Wood Green, London N22 7WT  
Tel: 020 8489 3557 / Fax: 020 8489 5908 / Email: council.tax@haringey.gov.uk

London Borough of Harrow, Council Tax, P O Box 731, Civic Centre, Harrow HA1 2DT  
Tel: 020 8424 1670 / Email: revenues@harrow.gov.uk

Islington Council, P O Box 10541, 222 Upper Street, London N1 1YJ  
Tel: 020 7527 2633 / Email: council.tax@islington.gov.uk

The Royal Borough of Kensington & Chelsea, P O Box 10413, The Town Hall, Hornton Street, London W8 7WT  
Tel: 020 7361 3423 (A-E) / 020 7361 3425 (F-C) / 020 7361 3005 (P-Z) / Fax: 020 7368 0303 / Email: counciltax@rbkc.gov.uk

Lambeth Council Tax, 753 Bromley, BR2 9XY  
Tel: 02 07649 9311 / Fax: 020 8315 2249 / Email: lambethctax@capita.co.uk

London Borough of Redbridge, Council Tax Offices, 22-26 Clements Road, Essex IG1 1BD  
Tel: 020 8708 4315 / Email: council.tax@redbridge.gov.uk

L B of Tower Hamlets, Revenues Services, Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG  
Tel: 020 7364 / Fax: 020 7364 4456 / Email: counciltax@wandsworth.gov.uk

Wandsworth Council, Town Hall, Wandsworth, London SW18 2PU  
Tel:

City of Westminster, Council Tax, P O Box 165, Erith DA8 9DW  
Tel: 0845 3023400 / Email: WestminsterCouncilTax2@capita.co.uk