

TENANCY AGREEMENT for letting on an ASSURED SHORTHOLD TENANCY

TENANCY PARTICULARS

DATE This Tenancy Agreement is made the 03 day of December 2013

BETWEEN

PARTIES

The Landlord of	Suzanne Graham Flat 68 41 Provost Street London Greater London N1 7NB
The Tenant of	Ranjit SINGH 2 Truro Road Walsall West Midlands WS5 3EH

PROPERTY The leasehold furnished (according to the inventory) first floor flat forming part of the Building known as 34 Gloucester Crescent, London, Greater London, NW1 7DL

Together with (1) the use of the entrance hall and lift (if any) staircase outer door and vestibule in the Building in common with the other Tenants and occupiers thereof and (2) the fixtures and fittings (according to the inventory) furniture and effects now in and upon the Property and specified in the Inventory signed by the Parties (except any rooms cupboards drawers attic roof or store as may be specified in the Inventory referred to as locked or sealed)

TERM

Twelve calendar months	
From and including	22 December 2013
To and including	21 December 2014

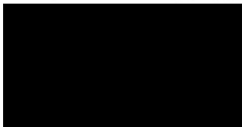
RENT £1408.33 (one thousand four hundred and eight pounds and thirty three pence) per calendar month clear of all deductions for every month of the Term

PAYABLE In advance payable by equal instalments of £1408.33 (one thousand four hundred and eight pounds and thirty three pence) per calendar month on the sixth day of each and every month for the term of the Tenancy to the Landlord by standing order to BARCLAYS BANK PLC Sort Code 206520 Account Number 50550221 for the credit of Miss Suzanne Graham the first payment to be made on or before sixth day of January two thousand and fourteen

Notwithstanding the above, the first rental payment shall be made to the Landlord's Agents John D Wood & Co. Lettings

DEPOSIT £1950.00 (one thousand nine hundred and fifty pounds) is paid by the Tenant to the Agent

The Deposit is held by the Agent CRL Ltd (trading as John D Wood & Co. Lettings) as stakeholder. The Agent is a member of the mydeposits Deposit Protection Scheme. The Deposit is held until the expiration or sooner determination of the Tenancy. Any interest earned will belong to the Agent.



Deductions may be made from the Deposit in accordance with the provisions set out on clause 7 of the General Tenancy Conditions.

- (A) The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
- (B) This Agreement is subject to and the Landlord and Tenant agree to be bound by the General Tenancy Conditions together with the amendments and additions to them (if any) set out under the heading "Special Tenancy Conditions" overleaf.

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

The Tenant Ranjit SINGH

SIGNED BY THE ABOVE NAMED:

WITNESSED BY:



please print name below

Andrew Wright

Occupation:

Lettings Negotiator

Address:

161 Regents Park Road

London

W11 5XW

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GENERAL TENANCY CONDITIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following definitions and interpretation apply:

- 1.1. "the Landlord" includes all those people listed in the Tenancy Particulars of this Agreement as being the joint or sole Landlord of the Property and their successors in title from time to time.
- 1.2. "the Tenant" includes all those people listed in the Tenancy Particulars of this Agreement as being the joint and several Tenants of the Property and any person in whom the Tenancy is vested from time to time.
- 1.3. References to "the Property" means the Property described in the Tenancy Particulars of this Agreement and includes all non-load bearing walls wholly within the Property, the plaster or other finishes on the walls enclosing the Property, the windows and window frames in the walls enclosing the Property, the doors and door frames in the walls enclosing the Property, the ceilings and floor finishes (but not the beams or joists to which the same are attached), all additions and improvements thereto and all fixtures therein or thereupon as more specifically described in the Inventory.
- 1.4. "Agent" Countrywide Residential Lettings Ltd trading as John D Wood & Co. Lettings of 140 Kensington Church Street, London W8 4BN.
- 1.5. Where there are two or more persons included in the expression "The Landlord" and/or "the Tenant" each individual is liable for all the Tenant's or Landlord's responsibilities and obligations under the Tenancy individually as well as jointly with the others.
- 1.6. The "Head Lease" or "Superior Lease" means the lease (if any) under which the Landlord holds the Property.
- 1.7. The "Head Lessor" or "Superior Landlord" means the person for the time being who owns the interest in the Building of which the Property forms part and which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
- 1.8. "Stamp Duty Land Tax" is the tax payable (if applicable) to the Stamp Office whether on the signing of this Agreement or at some later date, if the Rent after discount exceeds the threshold.
- 1.9. "Emergency" means where there is a risk to life or damage to the fabric of the Property or fixtures and fittings contained in the Property.
- 1.10. "Inventory and Schedule of Condition" means an inventory of the condition of the Property and all the furniture, fixtures, contents, and effects that are contained in the Property at the commencement of this agreement prepared by the Landlord's Inventory Clerk following an inspection of the Property before, at or immediately after the commencement of the Tenancy.
- 1.11. "Tenancy" means the Tenancy granted by the Landlord to the Tenant under this Agreement and includes any extension, renewal or holding over of that Tenancy beyond the expiration of the Term stated in the Tenancy Particulars of this Agreement.
- 1.12. "Deposit" is the money set out in the Tenancy Particulars of this Agreement held by the Agent/Member as Stakeholder during the Tenancy and described in clause 7 of this Agreement in case the Tenant should fail to comply with the terms of this Agreement.
- 1.13. "Stakeholder" means that deductions can only be made from the Deposit at the end of the Tenancy with the written consent of both parties, or from the Court, or an adjudication decision from the Chief Executive Officer of Tenancy Deposit Solutions.

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- 1.14. Words using the singular include the plural.
- 1.15. Words using the masculine gender only include the feminine gender.
- 1.16. The Landlord and Tenant agree that the law of England and Wales applies to this Agreement.
- 1.17. The Landlord's address for service for the purpose of Sections 47 and 48 of the Landlord and Tenant Act 1987 including notices in proceedings is c/o John D Wood & Co. Lettings of 140 Kensington Church Street, London W8 4BN.
- 1.18. "Member" means that the Landlord is a member of a Tenancy Deposit Protection Scheme.
- 1.19. "ADR" means the Alternative Dispute Resolution service of my|deposits.
- 1.20. "TDSL" means Tenancy Deposit Solutions Limited who trade as "my|deposits", and whose Tenancy deposit scheme is administered by HFIS plc t/a Hamilton Fraser Insurance.
- 1.21. The "Act" means the Housing Act 2004.

2. TENANT OBLIGATIONS

The Tenant shall jointly and severally (if appropriate) agrees to:

Rent

- 2.1. Pay the rent to the Landlord or the Agent at the time and in the manner specified in this Agreement whether formally demanded or not without any right of set off or any deductions of whatever type or nature.
- 2.2. Pay interest to be calculated on a day to day basis at the rate of 4% above the Base Rate of Barclays Bank PLC from time to time upon all rent and other payments due to the Landlord under the terms of this Agreement which remains unpaid for a period of seven days or more from the due date.
- 2.3. Ensure that all payments to the Landlord or the Agent (including the initial payments due under this Agreement) are paid to enable such payments to be cleared funds no later than 12.00 noon on the due date for payment. If the due date is not a banking day then the due date will be deemed to be the preceding banking day.
- 2.4. Not to set off the rent or any other sums due under this Agreement against the Deposit.
- 2.5. Pay the reasonable costs of any bank or other charges incurred by the Agent if any cheque written by the Tenant is dishonoured by the Tenant's bankers, is stopped on the instructions of the Tenant, or any Standing Order is recalled.

Utilities, Television Licence and Council Tax and Stamp Duty Land Tax

- 2.6. Promptly upon signing this Agreement arrange for gas, electricity, other fuel, water, sewage disposal, environmental charges, telephone services (as available to the Property) and council tax to be transferred to the Tenant's name.
- 2.7. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- 2.8. To inform the Landlord, or the Agent, of any change of telephone number within a reasonable time of the Tenant being given the new number.
- 2.9. To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier.

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- 2.10. To provide the name, address and account number of the new supplier within a reasonable time of transfer.
- 2.11. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
- 2.12. To pay for all gas, electricity, other fuel, water, sewage, environmental charges and any other recurring charges which shall be consumed or supplied on or to the Property including the proportion of any standing charges during the Tenancy.
- 2.13. To pay any charges for the Property imposed during the Tenancy (even if they are of an unusual nature) which are the responsibility of the Tenant.
- 2.14. To pay the costs associated with reconnecting or resuming the utility or other services where the Tenant allows, either by default or payment or specific instruction, those utility or other services to be cut off, whether during or at the end of the Tenancy.
- 2.15. Pay for all charges made for the use of the telephone on the Property and the linked telephone line for the burglar alarm (if applicable) during the Tenancy including the rental of it according to the accounts rendered by the relevant telephone company.
- 2.16. Not to apply at any time to the relevant telephone company for the disconnection of the telephone service.
- 2.17. To arrange for the reading of the gas, electricity and water meter, if applicable, at the commencement and end of the Tenancy.
- 2.18. To pay all outstanding accounts with the utility service providers at the end of the Tenancy.
- 2.19. To permit the Landlord or the Agent at the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant to the utility suppliers or service providers set out in clause 2.6 and to the local authority.
- 2.20. Register with the local authority as the resident of the Property for Council Tax until the date the Tenancy ends.
- 2.21. To pay all charges for the Council Tax or any charge that may be levied in its place during the Tenancy.
- 2.22. To reimburse the Landlord for any council tax paid by the Landlord on behalf of the Tenant during the Tenancy.
- 2.23. Purchase the appropriate television broadcast receiving licence for any television at the Property regardless of who owns the television set.
- 2.24. To pay for satellite or cable fees (if installed and applicable) in respect of any use of satellite or cable services at the Property during the Tenancy.
- 2.25. To return to the hirer at the end of the Tenancy any hired television arranged by the Tenant.
- 2.26. To pay to HMRC, any Stamp Duty Land Tax due as a consequence of the parties entering into this Agreement and/or as a consequence of any renewal, extension or holding over of this Agreement.

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Condition and Use of the Property

- 2.27. To keep the Property in the same conditions as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy (apart from fair wear and tear and damage by accidental fire and other insurable risks).
- 2.28. To immediately replace all broken glass which has been broken due to the actions of the Tenant, his family, any visitors or any contractors employed by the Tenant.
- 2.29. To be responsible for testing any smoke detectors in the Property at least once a month, and to keep the detectors free from obstruction and in working order and to regularly replace the batteries to the smoke detectors as necessary. If any fault should be found with any smoke detectors which cannot be resolved by replacing batteries, the Tenant will immediately report the fault to the Landlord or Agent. To avoid doubt between the parties the Landlord is responsible for any repair necessary to smoke detectors.
- 2.30. To clean or pay for the cleaning of the Property at the end of the Tenancy to a professional standard to restore the Property to the condition shown in the Inventory and Schedule of Condition at the start of the Tenancy.
- 2.31. Clean all reasonably accessible windows inside and out regularly and at the end of the Tenancy.
- 2.32. To replace all light bulbs, fuses and fluorescent tubes as and when necessary.
- 2.33. To take reasonable care to prevent the Property furniture and effects from being destroyed or damaged.
- 2.34. To make good, compensate, pay for repair or replace with articles of a similar kind and of equal value any of the furniture and effects that have been destroyed lost broken or damaged during the Tenancy (apart from fair wear and tear, insured risks and any repairs that are the obligation of the Landlord).
- 2.35. To pay for the repair or replacement of any gas, mechanical or electrical appliances, equipment and apparatus which may require repair or replacement during the Tenancy (apart from fair wear and tear) due to the negligence or ill treatment of the Tenant, his family, visitors or his contractors.
- 2.36. Leave the furniture and effects at the end or earlier termination of the Tenancy in the rooms or places in which they were at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition.
- 2.37. If required to do so by the Landlord or the Agent, to pay the reasonable costs for the re-statement of the furniture and effects in the rooms or places where they were originally located so that the Property is ready for immediate re-occupation.
- 2.38. At the end of the Tenancy to launder to a professional standard or pay for the professional washing (including ironing and pressing) of all linen quilts and blankets.
- 2.39. At the end of the Tenancy to pay for the professional cleaning of all curtains, upholstery, carpets and soft furnishings and other articles in the manner suitable found to have been soiled during the Tenancy provided the items were clean at the start of the Tenancy by reference to the "check out report" and the Inventory and Schedule of Condition.
- 2.40. To make good, repair, clean, amend or restore any lack of repair, cleaning or destruction loss, breakage, or damage of, or to the Property, furniture and effects within one calendar month of the Landlord or the Agent giving the Tenant notice in writing of all lack of repair, cleaning, destruction, damage or loss. If the Tenant fails to carry out the work within the period of one month then the Tenant will permit the Landlord or the Agent to enter the Property and carry

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out any repairs, work, cleaning or replacements at the Tenant's expense including any reasonable fees of surveyors or agents. The cost of any work, repair, cleaning, replacement or fees will be due from the Tenant to the Landlord within fourteen days of written demand.

- 2.41. To take reasonable precautions to keep all baths, sinks, taps, lavatories, cisterns, drains, waste soil pipes, down-pipes, gullies, or other pipes on or for use by the Property clean and free of obstruction.
- 2.42. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family any visitors or his contractors.
- 2.43. To compensate the Landlord for all damage caused by the Tenant, his family, visitors or his contractors to any pipes, drains, taps, baths, sinks, cisterns, or lavatories.
- 2.44. Not remove any of the furniture, fixtures, fittings and effects or part of them or any substituted furniture and effects from the Property other than for repair.
- 2.45. Not use the garage (if any) or outbuildings (if any) for storing any of the Landlord's contents without prior written permission from the Landlord or the Agent.
- 2.46. Not carry on or permit to be carried on upon the Property any profession trade or business.
- 2.47. To use the Property as a private residence only for the occupation of the Tenant and his immediate family, any personal staff and occasional guests.
- 2.48. Not to use the Property for a purpose which attracts casual callers nor for any illegal or immoral purpose.
- 2.49. Not damage, harm, make any alteration, or addition to the Property.
- 2.50. Not to redecorate the Property or any part of it unless the Tenant has first obtained the Landlord's written approval to redecorate and to the type colour and design of the decorations.
- 2.51. To take reasonable precautions not to permit any deterioration or destruction to the Property or to any building of which the Property forms part.
- 2.52. Not to pull down alter add to or in any way interfere with the construction or arrangement of the Property.
- 2.53. Not to fasten any pictures or other decorations to the walls of the Property other than by the existing picture hooks or fastenings referred to in the Inventory.
- 2.54. Not to pierce, nail, pin, screw, peg, bolt into, or stick Sellotape Blu-Tac or any other adhesive material onto any wall, door, or window, or any of the furniture, fixtures and fittings (according to the Inventory) in the Property.
- 2.55. Not to fix or erect outside the Property any television or radio aerials or satellite dish without the Landlord's consent which consent will not be unreasonably withheld.
- 2.56. If a satellite dish or aerial is erected with or without consent to pay for or make good any damage caused by its erection or removal.

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- 2.57. Not to use or consume or allow to be used or consumed at the Property any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 2.58. Ensure the Property is adequately heated and ventilated at all times.
- 2.59. To use reasonable endeavours to prevent problems and damage caused by mould.
- 2.60. To take all reasonable precautions and to exercise a reasonable degree of diligence to protect the Property, its pipes and any equipment from damage that might be caused by freezing weather, and generally during the winter months of November to March (inclusive).
- 2.61. Have all chimneys and flues where fireplaces belonging to the Property are used during the Tenancy thoroughly cleaned and swept annually and as often as necessary thereafter.
- 2.62. Not deposit any store of coal elsewhere than in the cellar or other receptacle provided for the purpose nor keep any combustible or offensive goods provisions or materials at the Property.
- 2.63. Place all refuse in a plastic bin liner before placing it in a proper receptacle and ensure that it is regularly collected by the local authority.
- 2.64. Any receptacle is to be kept only in a place on the Property approved by the Landlord.
- 2.65. To promptly report to the Landlord or to the Agent any repairs that may be necessary to the Property and for which the Landlord is responsible.
- 2.66. To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
- 2.67. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary provided written instructions are given to the Tenant at the start of the Tenancy.
- 2.68. Not to smoke cigarettes, cigars, pipes or any other substances in the Property nor to allow the smoking of cigarettes, cigars, pipes or any other substances in the Property.

Garden

- 2.69. Keep the garden (if any) patios, paths and balconies free from weeds and litter during the Tenancy.
- 2.70. To cultivate mow and manage the garden in a proper manner according to the season.
- 2.71. Not lop cut down damage or remove any plants trees or shrubs or garden fixtures or alter the layout of the garden.
- 2.72. To keep any entrance stairs or ways leading to the Property and yard terrace patio or pond (if any) clean and unobstructed.
- 2.73. To pay for the services of a gardener if it is necessary to keep the garden and lawns in good order.

Access

- 2.74. Permit the Landlord and his Agent (and the Superior Landlords and their Agent if applicable) and all other persons authorised by the Landlord with or without workmen or others to enter into and upon the Property at all reasonable times by prior appointment and upon giving at least twenty four hours notice in writing (except in the case of Emergency) during the Tenancy for the following purposes:

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- 2.74.1. examining the state and condition of the interior and exterior of the Property, or the furniture and effects;
 - 2.74.2. repairing and painting the inside or outside of the Property or the Building of which the Property forms part;
 - 2.74.3. carrying out or completing all structural or other proper repairs or maintenance necessary to the Property or the Building of which the Property forms part or to the furniture fixtures fittings and effects, or to any adjoining or neighbouring properties;
 - 2.74.4. carry out a gas safety check or other appropriate safety check
- 2.75. Permit during the last two months of the Tenancy (howsoever the Tenancy is ended) intending Tenants or purchasers accompanied by the Landlord or the Agents of the Landlord or those with written authority from the Landlord or the Landlord's Agent to enter and inspect the Property at reasonable times by prior notification giving at least twenty four hours notice.
- 2.76. To allow a notice to be erected in a conspicuous position in the front of the Property stating that the Property is to be let or sold.

Assignment

- 2.77. Not to receive paying guests on the Property or assign, sub-let, charge, share, grant a licence in respect of, or part with possession or occupation of the Property or any part of them.

Noise and Nuisance

- 2.78. Not do or permit or suffer to be done in or upon the Property any act or anything which may be or become a nuisance damage disturbance or annoyance to the following:
- 2.78.1. the Landlord or the Superior Landlord if applicable; or
 - 2.78.2. to the owners Tenants or occupiers of any adjoining or neighbouring property; or
 - 2.78.3. which may vitiate any insurance of the Property or the contents; or
 - 2.78.4. increase the ordinary premium on the Property and the Tenant agrees to repay within fourteen days of written demand all sums paid by way of increased premium and all expenses incurred by the Landlord arising from the breach of this obligation provided the Tenant has been given copies of the relevant sections of the Landlord's insurance policies.
- 2.79. Not play or permit to be played on the Property any musical instrument, radio, television set or other electronic equipment that can be heard outside the Property between the hours of 11.00 pm and 9.00 am.

Animals and Pets

- 2.80. Not keep or permit to be kept any animals, reptiles, other pets, or birds on the Property without the Landlord's consent.

Locks and Keys

- 2.81. Not alter change or install any locks on any doors or windows in or at the Property.
- 2.82. Not to change the pre-set Digital Burglar Alarm code without giving the new code to the Landlord or the Agent.
- 2.83. Not have any additional keys made for any locks in or about the Property without the consent of the Landlord or the Agent which will not be unreasonably withheld.
- 2.84. If any keys to any locks on any doors or windows or burglar alarms in or about the Property have been lost to pay to the Landlord within fourteen days of written demand any costs incurred by the Landlord in replacing the locks to which the lost keys belonged and provide a full set of keys to the Landlord or the Agent within seven days of replacing the locks.

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- 2.85. Give to the Landlord or the Agent or their representative on the last day of the Tenancy whether on its expiration or earlier ending of the Tenancy all keys to the Property and to pay the cost of replacing any lock where keys are missing.
- 2.86. When the Property is left unattended fasten securely or procure to be fastened all deadlocks or other locks and bolts fitted to doors and windows permitting access to the Property and ensure that the Burglar Alarm situated within the Property is set according to any instructions given to the Tenant at the start of the Tenancy.

Removal of Goods at the End of the Tenancy

- 2.87. If any goods belonging to the Tenant, his family or permitted users of the Property shall not have been removed from the Property on the date of expiration or sooner ending of the Tenancy:
- 2.87.1. Pay the Landlord a sum of money equivalent to the rent at the daily rate last payable under the Tenancy until the Tenant shall have removed all such goods from the Property unless the said goods can be easily be placed in storage by the Landlord. The Landlord will then provide written notice to the Tenant; addressed to the Tenant at the forwarding address provided by the Tenant; that the Tenant must collect the goods promptly thereafter. If the items are not collected within one month of the Tenant being notified, the Landlord may dispose of the items. For the avoidance of doubt, the Tenant will be liable for all reasonable costs of storage and disposal; the costs of which may be deducted from any sale proceeds or the Deposit.
- 2.87.2. Pay to the Landlord any additional expense incurred by the Landlord in checking the said Inventory and Schedule of Condition (which cannot be checked until all goods belonging to the Tenant his family or permitted users have been removed)
- 2.87.3. Indemnify the Landlord for all or any claims brought against the Landlord by any third party in respect of any goods left at the Property at the expiration of the Tenancy.

Insurance and Vacant Property

- 2.88. Give to the Landlord or his Agent immediate written notice of any damage destruction or loss happening to the Property or the furniture fixtures fittings and effects or any service pipes wires or conduits servicing the Property or the contents whether caused by fire or risk against which the Landlord is insured.
- 2.89. To inform the Landlord or the Agent promptly of any burglary or attempted burglary and to compensate the Landlord for all damage arising through any breach of this clause.
- 2.90. To notify the Landlord or the Agent before leaving the Property vacant for any continuous period of 28 days or more during the Tenancy.
- 2.91. To comply with any conditions set out in the Landlord's Policy relating to empty properties, provided a copy of the conditions has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
- 2.92. The Tenant is solely responsible for ensuring that any items, possessions or personal belongings introduced into the Property by the Tenant during the Tenancy are insured against theft, loss or damage by fire, theft, flood and vandalism.

Notices

- 2.93. To forward any notice order or proposal affecting the Property or its boundaries to the Landlord or his Agent promptly as soon as any notice, order, or proposal comes to the attention of the Tenant.

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- 2.94. To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Agent as soon as it comes to the attention of the Tenant.

Other Costs and Charges

- 2.95. To pay to the Landlord, or Agent, all reasonable costs and expenses incurred by the Landlord in:
- 2.95.1. recovering or attempting to recover any Rent or other monies in arrears;
 - 2.95.2. the enforcement of any obligation of the Tenant under this Agreement;
 - 2.95.3. the service of any lawful notice relating to any breach of this Agreement whether or not court proceedings are brought.
- 2.96. To pay the cost of a Property exit inspection and "check out report" on or immediately after the end of the Tenancy to be carried out by an inventory clerk in accordance with the terms of clause 7 below.
- 2.97. To pay the additional cost incurred by the Landlord, the Agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed second appointment.
- 2.98. To pay £275.00 plus VAT towards the preparation of this Agreement for up to two Tenants and an additional £50.00 plus VAT for each named person on the Agreement above that number.
- 2.99. To pay £75.00 inclusive of VAT towards the cost of one credit check per Tenant.
- 2.100. To pay £100.00 plus VAT for each extension or renewal memorandum, of the Tenancy.
- 2.101. To pay £50.00 plus VAT for each addendum of the Tenancy.
- 2.102. To pay £250.00 plus VAT for each change of sharer during the Tenancy.
- 2.103. To pay the cost incurred by the Landlord and/or the Agent arising out of any failure or refusal by the Tenant or the Tenant's representative in providing reasonable access to the Property whether such access is required under clause 2.74 above or otherwise.

For the avoidance of doubt, the cost incurred is likely to be (but not limited to) the fees charged by the Agent (£50.00 per hour plus VAT) and/or the appropriate contractor/workmen for any appointment which proves abortive.

3. FORFEITURE – RIGHT OF RE-ENTRY

For the avoidance of doubt:-

In order to exercise his legal rights under this clause, a Landlord will first need to obtain a court order.

The Landlord may re-enter and take possession of the Property or any part of it in the name of the whole at any time in any of the following cases notwithstanding that any previous right of entry has been waived and immediately the Tenancy shall absolutely cease without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant in respect of any breach of covenant or other term of this Tenancy:-

- (i) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least fourteen (14) days after the same shall have become due (whether legally demanded or not).
- (ii) In the event of the breach of any agreements on the part of the Tenant and in particular relating to Ground 8 in Part I Schedule 2 of the Housing Act 1988 and

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Ground 10-15 inclusive and Ground 17 in Part II Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 or

- (iii) If the Property shall be left vacant or unoccupied for 28 days without an arrangement having been made with the Landlord.
- (iv) In the event of the Tenant being adjudicated bankrupt or entering into any arrangements with his creditors or having a bankruptcy petition presented against him or if he suffers the proceeds of execution or distraint upon his goods.

4. LANDLORD OBLIGATIONS

The Landlord agrees with the Tenant as follows:

Payments

- 4.1. To pay and keep the Tenant indemnified from the payment of all ground rents, service charges (if any) and other outgoings for the Property during the Tenancy apart from charges agreed in this Agreement to be paid by the Tenant.

4.2. Statutory Repairing Obligations

- 4.2.1. To comply with the obligations to repair the Property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair the structure of the Property and exterior (including drains, gutters and pipes); certain installations for the supply of water, electricity and gas; sanitary appliances including basins, sinks, baths and sanitary conveniences; and for space heating and water heating; but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in this Agreement.

- 4.2.2. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 4.2.1 above.

Other Repairs

- 4.3. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the fixtures and fittings (according to the inventory).

Quiet Enjoyment

- 4.4. That the Tenant paying the rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

Uninhabitable Property

- 4.5. If the Property being damaged by fire or tempest or any other cause through no failure or negligence on the part of the Tenant so as to be wholly or partially unfit for occupation then the rent or a fair proportion of it according to the nature and extent of the damage sustained shall be suspended until the Property is again fit for occupation. Any dispute concerning this clause shall be decided by Arbitration provided that if the Property becomes wholly or partially unfit for occupation or use as described the Landlord will not be liable to pay compensation to the Tenant. If the Property remains uninhabitable for more than one month then either party may end the Tenancy with immediate effect by giving written notice to the other party.

Common Parts

- 4.6. Where applicable unless prevented by any cause not under the control of the Landlord to use reasonable attempts to ensure that the Head Lessor keeps the common parts, entrance hall, staircase, vestibule and lift clean and properly lit.

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4.7. Insurance

4.7.1. To insure the Property and contents as itemised on the Inventory and Schedule of Condition with a reputable Company and keep insured the Property and contents during the period of the Tenancy against loss or damage by fire, theft, flood and vandalism. **The Tenant will be responsible for insuring only those items which he personally introduces into the Property during the period of the Tenancy.**

4.7.2. To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

Guarantees

4.8. The Landlord declares:

4.8.1. That he is the owner of the leasehold or freehold interest in the Property (as detailed in the Tenancy Particulars) and that all consents necessary to enable him to enter into this agreement (whether from the Head Lessor, Mortgagees, or others) have been obtained;

4.8.2. That all mechanical and electrical equipment in the Property is in good repair and working order;

4.8.3. All electrical equipment supplied to the Property complies with The Electrical Equipment (Safety) Regulations 1994;

4.8.4. He will at his own expense maintain the electrical equipment supplied to the Property in good condition during the term of the Tenancy (except in the case of misuse by the Tenant);

4.8.5. Where applicable all upholstered furniture, padded beds, mattresses, pillows, padded headboards and cushions supplied to the Property comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993;

4.8.6. That all gas appliances within the Property comply with The Gas Safety (Installation & Use) Regulations 1998 as amended;

4.8.7. That gas safety certificates for gas appliances will be obtained annually in accordance with The Gas Safety (Installation and Use) Regulations 1998 as amended.

4.8.8. All electrical repairs will be carried out by a contractor who is part of an approved scheme and can self-certify work under the Part P Building Regulations 2005.

4.9. Head Lease

4.9.1. To comply with all the obligations imposed upon the Landlord by a Head Lessor if the Property is held under a Superior Lease.

4.9.2. To take all reasonable steps to ensure that the Head Lessor complies with the obligations of the Superior Lease.

Possessions and Refuse

4.10. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

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It is agreed between the Landlord and the Tenant as follows:

5. Inventory and Schedule of Condition

- 5.1. The Landlord will before, or on immediately after the commencement of the Tenancy appoint a professional inventory clerk to carry out an inspection of the Property for purposes of preparing the Inventory and Schedule of Condition.
- 5.2. The principal copy of the Inventory and Schedule of Condition is to be retained by the Landlord or the Agent if instructed to do so after the Tenant checks it before, on or immediately after the commencement of the Tenancy.
- 5.3. At the end of the Tenancy a report will be compiled by an Inventory Clerk appointed by the Landlord or the Agent as set out in clause 7 of this Agreement.
- 5.4. The Tenant will pay the fee for the Inventory Clerk preparing the "check out report" in accordance with paragraph 5.3 above. The Tenant will also pay the additional cost incurred by the Landlord, the Agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed second appointment.

6. Tax

In the event that the Landlord's normal place of abode is not within the United Kingdom he will appoint a rent collection agent in the UK to whom the rent due under the terms of this Agreement will be paid with immediate effect. In default thereof the Landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

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7. DEPOSIT

- 7.1. The Tenant agrees to pay to the Landlords Agent the Deposit on the signing of this Agreement
- 7.2. The Deposit paid by the Tenant is held as security for the performance of the Tenant's obligations under this Agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this Agreement.
- 7.3. During the Tenancy, the Deposit will be held by the Agent as Stakeholder.
- 7.4. The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this Agreement, whether expressly set out in this Agreement or implied as part of the Agreement.
- 7.5. If, as a result of any breach of this Agreement by the Tenant, (and in so far as permitted by TDSL and the Act), deductions are made from the Deposit (or any part of the Deposit) during the Tenancy, the Tenant will pay to the Landlord upon written demand an amount of money to restore the Deposit to the full amount ("Top-up Funds"). In this event the Tenant will also pay to the Landlord all costs, fees and expenses incurred by the Landlord in protecting the Top-up Funds.
- 7.6. No interest on the Deposit will be paid to the Tenant or to the Landlord.
- 7.7. At the end of the Tenancy (howsoever determined) the Landlord or the Landlord's Agent will arrange an inspection and examine the Property, furniture, fixtures, contents and effects against the Inventory and Schedule of Condition prepared at the commencement of the Tenancy and prepare a check out report (the "Check Out Report").

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7.8. The Landlord or the Agent will then compare the Check Out Report with the Inventory and Schedule of Condition in order to decide what deductions are to be made from the Deposit. For the avoidance of doubt the deductions will be made to compensate the Landlord for (but not limited to) the following:

- (i) Any damage, or compensation for the damage, to the Property, fixtures, fittings and effects caused by the Tenant, his family or visitors, including any such damage resulting from any breach of the terms of this Agreement;
- (ii) Any missing items from the Property;
- (iii) Any professional cleaning costs to restore the Property to a good clean condition;
- (iv) Any damage caused or cleaning required as a result of any pet(s) occupying the Property (whether or not the Landlord consented to the presence of any pets);
- (v) Any instalment of the rent which is due but remains unpaid at the end of the Tenancy plus any interest payable on such rent, and (for the avoidance of doubt) any interest due but unpaid on any late payments of rent during the term of the Tenancy;
- (vi) Any sum repayable by the Landlord to a local authority where housing benefits have been paid direct to the Landlord by the local authority;
- (vii) Any unpaid account or charge for gas (or other such fuels), electricity, water rates, council tax (or any other property tax), telephone line rental and call charges, television licence fee and satellite and cable fees (if installed and applicable) used at the Property for which the Tenant is liable;
- (viii) Any unpaid accounts for environmental services or other similar services incurred at the Property for which the Tenant is liable;
- (ix) Any other monies due under this Agreement;
- (x) Any other breach by the Tenant of the terms of this Agreement

7.9. **Procedure for Dispute at the End of the Tenancy**

Landlord's Notification

- (i) The Landlord will, within 10 days after termination of the Tenancy (howsoever determined) either:
 - a. return the Deposit to the Tenant if the Landlord does not intend to make any deduction from the Deposit; or
 - b. notify the Tenant in writing of the deductions that the Landlord proposes ("the Landlord's Notification"):
- (ii) Upon receipt of the Landlord's Notification the Tenant must, within 10 working days notify the Landlord in writing that the Tenant either:
 - a. agrees to the deductions proposed in the Landlord's Notification ("the Tenant's Acceptance"); or
 - b. disputes the deductions proposed (either in whole or part) in the Landlord's Notification, setting out which proposed deductions (if any) are agreed and which are in dispute and explaining the reasons for such dispute ("the Tenant's Dispute Notification").
- (iii) Upon receipt of the Tenant's Acceptance the Landlord will, within 10 working days, apportion and distribute the Deposit.
- (iv) Upon receipt of the Tenant's Dispute Notification, the Landlord will within 10 working days apportion and distribute the part of the Deposit not in dispute (if any) and lodge that part of the Deposit in dispute with TDSL. The Landlord and the Tenant shall,

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within 20 working days of the Landlord receiving the Tenant's Dispute Notification, make all reasonable attempts to come to an agreement and settle the dispute.

- (v) If the Landlord and Tenant come to an agreement over the proposed deductions, they shall both notify the TDSL in writing of the agreement ("the Agreement Notifications"). The TDSL shall within 10 working days of the Agreement Notifications apportion and distribute the part of the Deposit in accordance with the terms of the Agreement Notifications.
- (vi) If, after the expiry of 20 working days of the Landlord receiving the Tenant's Dispute Notification, there remains an unresolved dispute, the dispute will then be submitted to the TDSL's Alternative Dispute Resolution procedure. The parties agree to co-operate with the procedure and be bound by its decision.
- (vii) The Landlord and the Tenant's right to take legal action through the Courts remain unaffected by the above.

8. Other Obligations

- 8.1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 19a of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 of that Act apply.
- 8.2. The Tenant confirms that for the duration of the Tenancy the Property as detailed in the Tenancy Particulars are to be his main and principal home as defined within the meaning of Part 1 of Schedule 1 of the Housing Act 1988.
- 8.3. For the purposes of the Contracts (Rights of Third Parties) Act 1999 nothing in this agreement, nor any of its terms, shall confer or claim to confer any benefit on any third party.
- 8.4. It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for administrative purposes; that present and future addresses of the parties may be provided to each other may be passed to third parties including credit and reference agencies, local authorities, service providers debt collectors; and given to the Inland Revenue or any person investigating a crime.

9. Miscellaneous

- 9.1. Any notice or document to be served on the Tenant pursuant to this Agreement or otherwise shall be deemed to have been validly served if it is in writing and:
 - (i) delivered to the Property by insertion through the letter box thereof; or:
 - (ii) sent by recorded delivery or first class post to the Property; or
 - (iii) shall be sufficiently given or served if given by the Agent on behalf of the Landlord.Any notice sent by recorded delivery or first class post shall be deemed to have been served two working days after the date of posting.
- 9.2. Any notice to be served on the Landlord shall be deemed to have been received by the Landlord if delivered to 140 Kensington Church Street, London W8 4BN or such other address as advised in writing from time to time to the Tenant and any such notice shall be validly served if sent to the Landlord by recorded delivery or first class post to the said address. Such notice shall be deemed to have been served two working days after the date of posting.
- 9.3. Unless otherwise agreed in writing by the parties all payments for or on account of rent will be accepted by the Landlord as payment made by or on behalf of the above named Tenant only. In no circumstances shall any payment constitute the creation of a new Tenancy to any other person.

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10 Special Tenancy Conditions

10.1 The Landlord gives notice to the Tenant and the Tenant acknowledges that the Property may be required by the Landlord's mortgagee for the purposes of taking possession of the Property and disposing of it with vacant possession in exercise of the mortgagee's power of sale and the Landlord can recover possession of the Property under the provisions of Ground 2 of Part I of Schedule 2 of the Housing Act 1988 such possession not to be required before the first six (6) months of the term have elapsed.

10.2 It is agreed between the Landlord and the Tenant that a new mattress will be provided before the commencement of the Tenancy at the Landlord's own expense.

11 Terminations

11.1 It is agreed between the parties that the Tenant shall have the right to terminate this Agreement by giving 2 months advance written notice to the Agent to 140 Kensington Church Street, London W8 4BN ("the Tenant's Notice") of the Tenant's intention to terminate the Agreement early. The notice must not take effect any earlier than 22 April 2014 and not expire prior to 21 June 2014. The Tenant's Notice must be delivered so as to comply with this clause and clause 9.2 above failing which it is agreed the Tenant's Notice will have no effect.

12 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

