

Our Ref: 220266

03 June 2016

Ms S Graham
Flat 68
41 Provost Street
London
Greater London
N1 7NB

SUBJECT TO CONTRACT

Dear Ms Graham

Re: Lower Maisonette, 34 Gloucester Crescent, London, NW1 7DL

I am delighted to confirm that the tenant wishes to continue their tenancy at the above property on the following terms and conditions:

Proposed term of the Tenancy	24 months
Renewal date	31 July 2016
Amount of the rent (per month)	£2414.31 per calendar month
How is the rent to be collected:	Monthly
Tenant Release Clause	2 months
Landlord Release Clause	2 months

I am pleased to enclose the Memorandum of Agreement for your attention. Please let me know immediately if you have any queries or amendments. Once you are happy with the document, sign the Memorandum digitally where indicated.

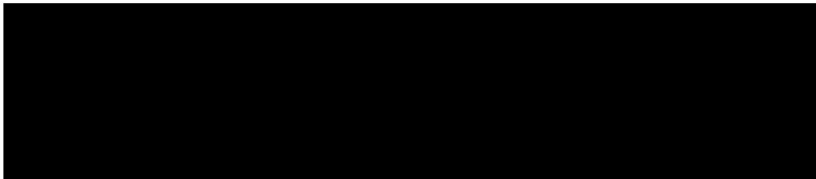
If you are signing this document by hand, please have your signature witnessed by an independent third party and do not date this document. Please return the signed Memorandum to us prior to the tenancy renewal date.

Once I have received the completed Memorandum of Agreement, it is our policy to complete Memorandum of Agreements (which means that the parties will be legally bound to each other) by dating the signed documents as soon as we are in possession of both parts (ie the part executed by the Landlord and the part executed by the Tenant. By returning the enclosed document to us (either digitally or by hand), we will be treating this as your authorisation for us to complete the Memorandum of Agreement without further reference to you.

In line with the Terms & Conditions that you signed at the beginning of the current tenancy, we are able to confirm that our fee for this renewal will be charged as follows:

- 1: 10% of the rental payable plus VAT (12% including VAT). £3476.61 including VAT.
- 2: £90.00 including VAT for the administration and preparation of the renewal document (invoice available upon request if required).

The fees above will be deducted from the rent before we send this to you if we collect it on your behalf. If we don't collect the rent on your behalf, please arrange to make this payment before the commencement of the renewal term. You can make this payment by calling 01623 88 5555 and making a card payment over the telephone through Worldpay. If you wish to make an electronic payment our bank details are:



Please ensure if you are making an electronic payment to quote our reference number at the top of this letter.

I would like to take this opportunity to thank you for choosing John D Wood & Co. Lettings to continue to act for you and look forward to working with you in the near future.

Yours sincerely

Michael Ball

Renewals Negotiator



Enc. Memorandum of Agreement

Our Ref: 220266

03 June 2016

Ms B Ghinescu
Lower Maisonette, 34 Gloucester Crescent
London
NW1 7DL

SUBJECT TO CONTRACT

Dear Ms Ghinescu

Re: Lower Maisonette, 34 Gloucester Crescent, London, NW1 7DL

I am delighted to confirm that the Landlord has agreed to renew the tenancy on the above property to you on the following terms and conditions:

Proposed term of the Tenancy	24 months
Renewal date	31 July 2016
Amount of the rent (per month)	£2414.31 per calendar month
How is the rent to be collected:	Monthly
Tenant Release Clause	2 months
Landlord Release Clause	2 months

I am pleased to enclose the Memorandum of Agreement along with the Prescribed Information relating to your tenancy deposit. Please read these documents and let us know immediately if you have any queries or amendments. Please then digitally sign the Memorandum where indicated.

If you are signing this document by hand, please have your signature witnessed by an independent third party and do not date this document. Please return the signed Memorandum to us prior to the tenancy renewal date.

Please note that it is our policy to complete Memorandum of Agreements (which means that the parties will be legally bound to each other) by dating the signed documents as soon as we are in possession of both parts (ie the part executed by the Landlord and the part executed by the Tenant). By returning the enclosed document to us (either digitally or by hand), we will be treating it as your authority for us to complete the Memorandum of Agreement without further reference to you.

Please note that you will be liable to pay the Stamp Duty Land Tax on some tenancies. The Stamp Duty Land Tax may not be applicable in the first year of the tenancy but may well be in subsequent years. For your information the Inland Revenue's website address is www.inlandrevenue.gov.uk.

If you require to make a payment you can call 01623 885555 and make the payment over the telephone through Worldpay. If you wish to make an electronic payment our bank details are:



If you are making an electronic payment, please ensure you quote your unique reference, 196349.

We would like to take this opportunity to thank you for choosing to renew your tenancy with John D Wood & Co. Lettings and if I can be of any further assistance, please do not hesitate to contact me.

Yours sincerely

Michael Ball

Renewals Negotiator



Enc. Memorandum of Agreement
Prescribed Information

PRESCRIBED INFORMATION CERTIFICATE

	MY DEPOSITS	DEPOSIT PROTECTION SERVICE (DPS)	TENANCY DEPOSIT SERVICE (TDS)
Contact details of scheme administrator Your DPC number: DPC00864107 N.B For applicable Deposits only. If a number is not detailed above your deposit is not registered with my deposits scheme provider and will be with one of the alternative schemes detailed in this certificate.	my deposits is administered by HFIS PLC, T/A Hamilton Fraser Insurance (The Scheme Administrator). My deposits, Ground Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire EN5 1NZ Tel: 0844 9800 290 Fax: 0845 6343 403 Email: info@mydeposits.co.uk Website: www.mydeposits.co.uk	The Deposit Protection Service, The Pavilions Bridgwater Road Bristol BS99 6AA Tel 0844 4727 000 Website: www.depositprotection.com	Tenancy Deposit Scheme operated by The Dispute Service Limited PO Box 1255, Hemel Hempstead, Herts, HP1 9GN Tel: 0845 226 7837 Fax: 01442 253193 Website: www.thedisputeservice.co.uk
Information contained in a leaflet supplied by the Scheme Administrator to the Landlord which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, the Act	Provided within the 'Information to Tenants' leaflet on the website and overleaf.	Provided on the website www.depositprotection.com and overleaf.	Provided within the 'What is the Tenancy Agreement Deposit Scheme?' An advisory leaflet for Landlord s and tenants available on the website and details and overleaf
Details for the procedures for repayment of deposit	Provided within the 'Information to Tenants' leaflet on the website and overleaf.	Provided on the website www.depositprotection.com and overleaf.	Provided within the 'What is the Tenancy Agreement Deposit Scheme?' An advisory leaflet for Landlord s and tenants available on the website and details and overleaf
Details for the procedures if the Landlord and Tenant is not contactable at the end of the tenancy;	To raise a possible dispute contact 0844 980 0290 or online at www.mydeposits.co.uk	To raise a possible dispute contact 0844 4727 000 or by logging on to your account online at www.depositprotection.com	To raise a possible dispute contact 0845 226 7837 or Post dispute documentation to TDS Limited, PO Box 613, Eastleigh, SO50 0JJ
Details for the procedures where the Landlord and the Tenant dispute the amount to be paid or repaid to the Tenant in respect of the deposit	Provided within the 'Information to Tenants' leaflet on the website and details overleaf	Provided on the website www.depositprotection.com	Provided within the 'How to Progress a Dispute' leaflet on the website and details overleaf.
The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation; and	Provided within the 'Information to Tenants' leaflet on the website and overleaf.	Provided on the website www.depositprotection.com	Provided within the 'A guide to Deposits Disputes and Damages' leaflet on the website and details overleaf.
Deposit Information:-			
1. The amount of the deposit paid.	£3000.00 (THREE THOUSAND POUNDS)		
2. The address of the Property to which the Tenancy Agreement relates.	Lower Maisonette, 34 Gloucester Crescent, London, NW1 7DL		
3. Contact Details of Landlord/Agent	Countrywide Residential Lettings, Countrywide House, Lake View Drive, Sherwood Park, Nottingham NG15 ODT Tel: 01623 721222 ext 15911 Email: deposits@countrywide.co.uk		
4. Contact details of Tenant.	BOGDANA GHINESCU		
5. The name, address, telephone number and any e-mail address or fax number of any relevant person	Countrywide Residential Lettings, Countrywide House, Lake View Drive, Sherwood Park, Nottingham NG15 ODT Tel: 01623 721222 ext 15911 Email: deposits@countrywide.co.uk		
6. The circumstances when all or part of the deposit may be retained by the Landlord by reference to the terms of the tenancy	PLEASE CHECK YOUR TENANCY AGREEMENT FOR THIS INFORMATION		
The Agent confirms that the information provided in this certificate is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.	 ON BEHALF OF COUNTRYWIDE RESIDENTIAL LETTINGS LTD		
The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.	TENANT (s) SIGNATURE :		

INFORMATION FOR TENANTS LEAFLET

Since **6 April 2007** all Landlords who take a deposit from their Tenant in England and Wales on an Assured Shorthold Tenancy (AST) agreement must comply with the tenancy deposit protection legislation by:

1. Protecting the deposit with a government-authorised tenancy deposit protection scheme within 30 days of receiving it from the Tenant; and
2. Providing the Tenant with proof of the deposit protection (known as the Prescribed Information) within the same 30 day timeframe as detailed in the **Housing (Tenancy Deposit (Prescribed Information) Order 2007**.

Section 212-214 of and **Schedule 10** to, **The Housing Act 2004 (as amended)** has been designed to protect your deposit and ensure that if entitled, you get your deposit back.

Penalties for Landlords who fail to comply

You can take your Landlord to Court if they fail to comply with the legislation. They may face the following penalties:

1. Be required to return the deposit to you or lodge the full deposit with the custodial scheme in 14 days;
2. Be fined between one and three times the deposit amount;
3. Be unable to serve a section 21 notice to regain possession of their property.

Tenancy Deposit protection schemes can be one of two kinds:-

1. Custodial – this is where the scheme itself hold the deposit during the tenancy; or
2. Insurance backed – this is where the Landlord/Agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that Tenants will always get back the money to which they are entitled.

The Schemes

There are 3 different schemes authorised by the government for the protection of your deposit.

1. my|deposits

my|deposits is an insurance-based scheme. Landlords can join the scheme and pay a fee to protect your deposit. This enables them to hold it for the duration of the tenancy and then return the agreed amount to you at the end. my|deposits offer a free and impartial Alternative Dispute Resolution service if you cannot agree how much of the deposit is to be returned to you.

How your deposit is protected with my|deposits

1. The deposit is protected with my|deposits by your Landlord. my|deposits provide your Landlord with a Deposit Protection Confirmation (DPC).
2. Your Landlord provides you with a signed copy of the Prescribed Information Certificate (PIC) along with this leaflet as proof of protection.

What is the Prescribed Information?

my|deposits provide your Landlord with a Deposit Protection Confirmation (DPC) as proof of protection. It should be signed by your Landlord and you are given the opportunity to sign it to confirm your agreement to the information. This Information for Tenants leaflet is also part of the Prescribed Information. It explains who my|deposits are, how to get your deposit back and contains information about their Alternative Dispute Resolution process.

End of the Tenancy

You should request the return of your deposit at the end of the tenancy in writing and keep evidence of the request. If you do not contact your Landlord they may decide to keep your deposit until they hear from you. The onus is on you to request your deposit back.

Deposit Deductions

Your Landlord may wish to make deductions from the deposit, if so my|deposits suggest you discuss the issues directly with your Landlord. Your Landlord should return any agreed amount to you within 10 days of your request for the deposit back. If you cannot agree the proposed deductions with your Landlord, you can raise a dispute with my|deposits within 3 months of vacating the property. You must wait 10 days after requesting the deposit back before raising the dispute.

Tip: If your Landlord does not respond to your request to return the deposit then you should raise a dispute.

About Alternative Dispute Resolution

The my|deposits Alternative Dispute Resolution (ADR) service can resolve your deposit dispute without you having to go to Court. Both you and your Landlord must agree to its use. ADR is evidence based and requires you to raise a dispute explaining what you are disputing, and requires your Landlord to provide evidence to justify the proposed deductions to the deposit. An impartial adjudicator will review the case and make a binding decision based on the evidence provided. The disputed deposit must be lodged with my|deposits for safekeeping during the dispute. my|deposits will distribute the money once a decision is made.

Notifying us of a dispute

Visit www.mydeposits.co.uk/Tenant s to raise a deposit dispute. Any one Tenant on a Joint & Several Tenancy Agreement can raise a dispute, providing the name is on the PIC. They will need to confirm that they are acting on behalf of the other Tenant s. my|Deposits will check the validity of the dispute before proceeding to ADR. If the Deposit has been unprotected by either the Landlord or my|deposits then you will have three months from the date of un-protection to raise a dispute (providing you vacate the property during that period). There is a whole section on our website which gives guidance and help on the dispute process. www.mydeposits.co.uk/Tenant_s/guides

Contacting my|deposits

Kingmaker House, Station Road, New Barnet, Hertfordshire EN5 1NZ
Telephone 0844 980 0290. Email: info@mydeposits.co.uk Website: www.mydeposits.co.uk

Is your deposit protected?

You can check the Tenant section of the my|deposits website to find out if your deposit is protected. All that is needed is your surname, the rental postcode and the month the deposit was paid. www.mydeposits.co.uk/Tenant_s/get-started/check-your-deposit

2. Deposit Protection Service (DPS)

The DPS is the only custodial scheme. Deposit monies are paid directly to the DPS for the DPS to safeguard for the duration of the tenancy. On receipt of the deposit, DPS will contact your Landlord/Agent to confirm that your deposit is protected. You will also be issued with a unique Repayment ID Number. This is a five digit number and must be kept somewhere safe as you will need to provide this when requesting repayment of your deposit. The deposit will be repaid by the DPS at the end of the tenancy when both parties have reached an agreement on its distribution. Your Landlord/Agent will register your deposit with your current address, telephone number and email address.

Your responsibility to update The DPS:

If your contact details change contact The DPS to update them with your details. **It is your responsibility to do so and will enable The DPS to make the deposit process as efficient as possible.** In addition, when you move out please ensure that you provide The DPS with your new forwarding address. It is important that you update The DPS as your Landlord/Agent cannot do this. You can contact The DPS as follows:-

Online: by logging on to your account at www.depositprotection.com

In writing: The Deposit Protection Service, The Pavillions, Bridgwater Road, Bristol BS99 6AA

Via an online form connected to The DPS Virtual Customer Service Agent FAQs at www.depositprotection.com/help

By telephone: 0330 303 0030

Landlord & Tenant Repayment Process

At the end of the Tenancy you and your Landlord/Agent need to agree who is entitled to the deposit. Once this is decided you can then advise The DPS. The DPS need to hear from both parties before the repayment process can begin. You must fill out a Joint Deposit Repayment Form, either online or using the paper form providing the DPS with the unique Repayment ID number.

What happens if we can't agree?

The DPS run an independent Alternative Dispute Resolution (ADR) service which aims to resolve disputes quickly and without the need for Court action. It is an evidence-based adjudication service, but requires the consent of both parties.

For more information visit www.depositprotection.com

3. Tenancy Deposit Scheme (TDS)

The TDS is run by The Dispute Service Ltd and is an insurance back tenancy deposit protection scheme. The TDS has two main roles:

- a. to protect deposits; and
- b. to help resolve dispute about deposits.

Is my deposit protected?

Tenants can check if their deposit is registered with TDS by visiting www.tds.gb.com. If the Tenants have received a Tenancy Deposit Protection Certificate, they should enter the code number from that certificate. Alternatively they can enter their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

If a member informs TDS that the protection of a deposit should be ended, TDS will make reasonable efforts to inform the Tenant before ending the protection. If the tenancy has not ended, the Tenant (or one of the joint Tenants) can object to the ending of deposit protection by phoning the TDS customer contact centre. If the tenancy has ended and the Tenant is not satisfied with the proposed split of the deposit, then the Tenant can ask TDS to resolve the dispute within 3 months after the end of the tenancy.

What happens to the deposit after the Landlord or Agent receives it

The Landlord or the Agent will hold the deposit during the tenancy. The tenancy agreement should state who receives any interest it makes.

What happens to the deposit at the end of the tenancy

If there is no dispute over the return of the deposit at the end of the tenancy, the Landlord or Agent must pay the deposit to the Tenant without delay, less any deductions that the Tenant has agreed. If there is a dispute about the proposed deductions, the parties should try to reach agreement. Most disputes are resolved in this way. If the deposit has not been returned to the Tenant within 10 days of the Tenant asking for it, any of the parties can ask TDS to resolve the dispute.

If there is a dispute what happens to the deposit

The Landlord or Agent can make a payment from the deposit if:

- a. both Landlord and Tenant have agreed; or
- b. the court has ordered the deposit to be paid; or
- c. TDS directs them to send the money to TDS.

Once TDS has been asked to resolve a deposit dispute, the Landlord or the Agent must send the disputed amount to TDS. By this time, the Landlord or Agent should have paid the Tenant any part of the deposit that is not an agreed deduction or in dispute. If whoever is holding the deposit does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. This will not delay TDS in resolving the dispute. If the deposit holder cannot pay the disputed amount, for example because it has become insolvent, TDS will arrange the adjudication, pay the Tenant the amount awarded by the adjudicator and make a claim to its insurers. The law requires TDS to guarantee only that the Tenant receives the amount they are entitled to.

How much does it cost?

TDS is funded by the membership subscriptions and deposit protection charges that letting Agents and Landlords pay. The fees are on the TDS website. TDS makes no charge to Tenants for protecting the deposit – although Landlords or Agents may pass on their subscriptions to their Tenants as part of the tenancy costs. There is no charge to Landlords, Tenants or Agents for resolving the dispute.

Who can join TDS ?

The TDS is open to Landlords and letting Agents offering residential property for rent. Prospective members need to comply with the TDS Rules before they can be accepted as a member.

Our guarantee of impartiality

TDS is overseen by a Board, which is responsible for operating and financing the business. The Board, and the TDS management, have no role in resolving disputes and cannot intervene in decisions about disputes. The scheme's Head of Adjudication is responsible for resolving disputes. The most usual method for resolving a dispute through TDS is to use adjudication but the scheme may suggest negotiation, mediation or other methods.

Adjudicators work fairly and impartially. All TDS adjudicators belong to the Chartered Institute of Arbitrators and comply with our Adjudicator Code of Conduct, which is available on the TDS website. The adjudicators make decisions without favour, based on the issues in dispute and the evidence provided.

TDS publishes breakdowns of awards in its Annual Reports. These give an overview of how awards are split between Tenants, landlords and agents. You can see the adjudicators' decision-making guidelines and some example case studies at www.tds.gb.com.

Data Protection

TDS will not use Landlords' or Tenants' personal data for any purpose except to operate the scheme (this includes compiling statistical data) and resolve disputes. From time to time, TDS may invite landlords or Tenants to participate in surveys. If you do not wish to be contacted for survey purposes, please inform TDS by letter or email to the contact details below.

DocuSign Envelope ID: 4FD3728B-768D-40B2-85E6-0C4DF23E026F

Contact details Tenancy Deposit Scheme operated by - The Dispute Service Limited PO Box 1255, Hemel, Hempstead, Herts HP1 9GN
Tel: 0845 226 7837 Fax: 01442 253 193 Web: www.tds.gb.com Email: deposits@tds.gb.com

MEMORANDUM OF AGREEMENT

Relating to the Tenancy Agreement

Dated 31 July 2010

between

Suzanne Graham

and

Bogdana Ghinescu

Lower Maisonette, 34 Gloucester Crescent, London, NW1 7DL

It is hereby agreed that the above tenancy shall be extended for a further term of twenty four months from 31st July 2016 until 30th July 2018 on the same terms and conditions and at the same rent of £2414.31 per calendar month save for the following:

1. The rent will increase in line with the Retail Price index from 31st July 2017
2. It is agreed and understood that the Tenant shall have the right to terminate the Tenancy hereby created by giving two (2) months advance written notice to the Landlord's Agent John D Wood & Co. Lettings, Countrywide House, Lake View Drive, Sherwood Park, Nottingham, NG15 0DT.
3. It is agreed and understood that the Landlord (or one of them in the event of the Landlord being more than one person) or the Landlord's Agent shall have the right to terminate the tenancy hereby created by giving two (2) months advance written notice to the Tenant.

SIGNED BY:

.....
Bogdana Ghinescu

.....
Suzanne Graham

WITNESSED BY:

.....
Please Print Name:

Dated:.....(FOR ADMIN USE ONLY)

.....
E-Signature Landlord

.....
E-Signature Tenant

