

# TENANCY AGREEMENT

for letting a residential dwelling house

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This Tenancy Agreement is for letting furnished or unfurnished residential accommodation. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.

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THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant.

Date

Landlord(s) Nutmeg Properties Limited of 16 Finchley Road, St John's Wood, London NW8 6EB

Note: any notice in respect of this tenancy should be served on the Landlord at the above address

Tenants(s) Veolia ES (UK) Ltd

Occupant(s) Jean Marc-Bourdin, Carolina Robles Cruz Bourdin, and their three children.

Note: any notice in respect of this tenancy may be served on the Tenant(s) at the address of the Property

Property 20A Belsize Square, London, NW3 4HT

Contents The fixtures and fittings at the Property or provided by the Landlord after commencement of this tenancy agreement together with any furniture, carpets, curtains and other effects on the Property or provided by the Landlord after commencement of this tenancy agreement

Term For the term of 24 months commencing on 29 September 2017 and ending on 28 September 2019

Rent £5,741.67 per calendar month

Rental Increase to be agreed in the preceding two months before the end of the first 12 months at a minimum of 3% and a maximum of 5%

Payment monthly in advance on the 29<sup>th</sup> of each month commencing on 29 September 2017 such payments to be received in the following account or such other bank account as the Landlord may nominate in writing:-

Metro Bank PLC, One Southampton Row, London, WC1B 5HA  
Account Name: The Cooper Property Organisation Ltd - Rent Collection  
Sort Code: 23-05-80 Account Number: 20490314  
Ref: 20A Belsize Square- Veolia

Deposit Deposit £7,950.00

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The Tenant shall pay the Deposit to the Landlord on or before commencement of the tenancy as security for the performance of the Tenant's obligations herein and to compensate the Landlord for any breach of those obligations (but without prejudice to the Landlord's right to seek additional payment from the Tenant for any breach of those obligations should the Deposit prove insufficient). It is agreed that this sum shall not be transferable by the Tenant in any way or at any time against payment of the Rent.
3. The Tenant agrees with the Landlord:

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(3.1) To pay the Rent on the days and in the manner specified without deduction or set off to the Landlord by standing order to an account specified by the Landlord

(3.2) To pay promptly to the authorities to whom they are due (or, if the Landlord is charged for them, reimburse to the Landlord on demand) all council tax, telephone and other communication charges relating to the Property in respect of the period of this tenancy and all electricity, water, heating, hot water and gas charges relating to the Property in respect of the period of this tenancy which, in the absence of separate metering for the Property, shall be determined by the Landlord acting reasonably and to pay the total cost of any re-connection fee relating to the supply of gas, electricity and telephone if the same is disconnected.

(3.3) Not to damage or injure the Property or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord

(3.4) Not to leave the Property vacant for more than 30 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended

(3.5) To keep the interior of the Property and the Contents in good and clean condition and complete repair (damage by accidental fire and reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy

(3.6) To immediately pay the Landlord the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property

(3.7) To yield up the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state and condition and in the same state of repair as they were at the commencement of the Tenancy (damage by accidental fire and reasonable wear and tear excepted)

(3.8) To pay for any cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the Tenancy including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled during the tenancy

(3.9) To leave the Contents at the end of the tenancy in the same places in which they were positioned at the commencement of the Tenancy

(3.10) That the Landlord and/or any person authorised by the Landlord may at reasonable times of the day on giving not less than 24 hours' notice (save in the case of an emergency when no notice shall be required to be given) enter the property for whatever purpose that the Landlord may require including without limitation for the purpose of viewing, for the purpose of inspecting the condition and state of repair of the property or its contents and/or for the purpose of repair or repainting.

(3.11) Not to assign, or sublet, part with possession of the Property, or let any other person live at the property other than the named Tenant

(3.12) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(3.13) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

- (3.14) Not to permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase
- (3.15) Not to bring or to keep any animals or birds in the Property or the building of which the Property forms part
- (3.16) To keep the gardens and/or terrace and/or patio or yard (if any) neat and tidy at all times and not remove any trees or plants
- (3.17) To comply with the terms of the lease under which the Landlord holds its interest in the Property (save for the payment of rent and service charges) and not to do anything which would put the Landlord in breach of those terms
- (3.18) To pay for the removal disposal or storage of any items left in the Property belonging to the Tenant
- (3.19) To replace all fuses light bulbs and fluorescent tubes as and when necessary
- (3.20) Not alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior consent of the Landlord and if any such additional keys are made deliver the same up to the Landlord together with all original keys at the expiration or sooner determination of the tenancy and in the event that any such keys have been lost pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost key belonged
- (3.21) To ensure that whenever the Property is left vacant or unattended all the external doors and windows are properly secured by all locks and other means provided by the Landlord and the burglar alarm (if any) is activated
- (3.22) Not to pull down alter add to or in any way interfere with the construction or arrangement of the Property or the internal or the external decoration or decorative scheme or colours thereof
- (3.23) Not do or permit or suffer to be done anything upon the Property which shall cause damage to or deterioration of the internal or external surface thereof or the coverings or decoration of or to such surfaces and in particular without prejudice to the generality of the foregoing not to hang affix place or stand any picture placard poster or similar item upon in or against any wall and not to pierce nail pin screw peg or bolt into any walls or ceilings
- (3.24) To pay the Landlord's reasonable costs of and in connection with:-  
(i) The preparation of this Agreement  
(ii) Any check in and check out Inventory  
(iii) The preparation of any Schedule of dilapidations whether during or at the end of the said tenancy
- (3.25) To notify the Landlord immediately of any damage or leak in the Property and to take all reasonable action to minimise any further damage that may be caused to the Property as a result thereof
- (3.26) Not to leave or store any items or refuse in any of the common parts of the building of which the Property forms part and not to damage or mark the walls of any of the common parts
- (3.27) Not to tamper with or cover the smoke or heat or carbon monoxide detectors that have been installed in the Property save that the Tenant shall be responsible regularly test

them by pressing the test buttons on them and shall report and faults on them to the Landlord without delay.

(3.28) To comply with the all fire regulations set out in Schedule 1 of this Agreement and the Tenant confirms that the Tenant has read and understands such fire regulations

(3.29) If there is an alarm fitted at the Property the Tenant shall be responsible at its own cost either (a) to arrange for a qualified alarm engineer to power down the alarm so that it is not functioning and that no faults will be triggered whether due to lack of battery power or otherwise or (b) to set up a maintenance contract with an alarm company for the alarm to be tested and maintained during the term of the tenancy.

(3.30) The Tenant agrees that the Landlord shall not be liable to any damage or loss to any of the Tenant's belongings or contents or those of any person in occupation or use of the Property or of any visitor to the Property whatever the cause and the Tenant shall be responsible to take out and agrees to take out their own insurance policy in respect of damage or loss to any such belongings or contents.

4. The Landlord agrees with the Tenant that provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without unlawful interruption by the Landlord
5. The Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligation in this Agreement, or should the rent be in arrears by more than fourteen days whether formally demanded or not
6. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

"The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the tenancy
7. Whenever there is more than one person comprising the "Tenant" all covenants and obligations on the part of the Tenant can be enforced against all of those persons jointly and severally
8. The parties agree:
  - 8.1 Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988
  - 8.2 the tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988
9. The Special Conditions (if any) set out in Schedule 2 of this Agreement shall apply.
10. In the event of damage or destruction to the Property which in the opinion of the Landlord renders the Property or any part of the Property uninhabitable the Landlord shall be entitled to terminate this tenancy by serving notice of termination on the Tenant (which notice may be served by email).

#### SCHEDULE 1

##### Fire regulations

1. Not to keep any combustible, flammable, noxious or dangerous materials in the Property, common parts or any other part of the building at any time or to allow anyone else to do so.
2. Not to smoke in the Property, common parts or any other part of the building at any time or to allow anyone else to do so.
3. To keep the doors to the Property and all communal doors of the building closed at all times
4. Not to remove, tamper with, cover or otherwise interfere with any fire safety equipment in any part of the building including without limitation fire extinguishers, fire alarm panels, fire call points, fire or heat detectors or alarm sounders
5. Immediately to report the Landlord in writing any fault that you detect in relation to any of the fire detection or safety equipment in the building
6. Not to store or leave anything in or in any way obstruct the common parts of the building

#### SCHEDULE 2

##### Special Conditions --

1. The Tenant shall be entitled to terminate this tenancy by serving on the Landlord at least two month's prior written notice to terminate such notice (a) to expire not earlier than 12 months after the commencement of the Term and (b) not to expire on any date in November, December or January in any year and in such event this tenancy shall terminate on expiry of the notice but without prejudice to the rights of either party against the other in respect any antecedent breach of the terms of this agreement.

SIGNED by the LANDLORD(S)



SIGNED by the TENANT(S)



Vecolia ES (UK) Ltd

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