


2016 - 2017

# AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

## Important Notice

This document contains the Terms of the Tenancy of FLAT A, 16 HATTON WALL, FARRINGDON, LONDON, EC1N 8JH. It sets out the promises made by the Tenant to the Landlord and vice versa. You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Initials: PT (Landlord)

 (Tenant)

THIS AGREEMENT IS MADE on the  
[ 17<sup>th</sup> ] of [ November ] 2016

The Parties to this Agreement and the Premises

THIS AGREEMENT IS MADE BETWEEN

A. ZACKS INVESTMENTS LTD  
OF A, 16 Hatton Wall, Farringdon, London, EC1N 8JH  
("the Landlord")  
AND  
B. Mr Renat Akhmetov  
OF Flat A, 16 Hatton Wall, Farringdon, London, EC1N 8JH  
("the Tenant")

AND IS MADE IN RELATION TO PREMISES AT:

FLAT A, 16 HATTON WALL, FARRINGDON, LONDON, EC1N 8JH  
("the Premises")

The Main Terms of the Tenancy

- 1. Term of Tenancy.**  
The Landlord lets to the Tenant the Premises for a period of **12 months**. The Tenancy shall start on and include the **20th November, 2016** and shall end on and include the **19th November, 2017**. At any time after six months of the term of this tenancy has expired (or after a similar period of an extension to the original tenancy) either party may invoke a break clause by providing a minimum of two months written notice to the other (such notice to expire on the last day of a rental period of the tenancy). At the end of such period the tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either party against the other in respect of any breach of any of the terms and conditions of the agreement.
- 2. The Rent.**  
The Tenant shall pay to the Landlord or the Agent **£1,668.33** per month, ("the Rent") payable in advance. The first payment shall be made on the **20th November, 2016**. Thereafter, payments shall be made on the **20th** day of each month.
- 3. The Deposit.**  
The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement, **£2,220.00** ("the Deposit") as a Deposit which shall be held by the Agent as Stakeholder. The Agent is a Member of the Deposit Protection Service (DPS). At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

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**4. Fixtures and Fittings**

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

**5. Type of Tenancy.**

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

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tenant

Dealing with the Deposit

The following clauses set out:

- what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 3 above;
  - what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit;
  - the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the Tenancy; and
  - the circumstances in which other monies may be requested from the Tenant.
- 6.1. The Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Landlord, or the Agent, and used to cover administration costs.
- 6.2. After the Tenancy the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 6.6 of this Agreement. If more than one such deduction is to be made by the Agent, monies will be deducted from the Deposit in the order listed in clause 6.6.
- 6.3. The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
- 6.4. After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within thirty days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord or the Agent may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.
- 6.5. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit under this Part exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing.
- 6.6. The Agent with the consent of the Landlord and the Tenant may deduct monies from the Deposit (as set out in clause 6.2) to compensate the Landlord for losses caused for any or all of the following reasons:
- any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;
  - any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence as set out in clause 16.1);
  - any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent, by the local authority;
  - any other breach by the Tenant of the Terms of this Agreement;
  - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
  - any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;
  - any unpaid council tax;
  - any unpaid telephone charges.
- 6.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.

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**Protection of the Deposit**

6.8. The Deposit is safeguarded by the Deposit Protection Service, which is administered by:

**The Deposit Protection Service**

The Pavilions  
Bridgwater Road  
Bristol  
BS99 6AA


Phone 0870 707 1707

Email [enquiries@depositprotection.com](mailto:enquiries@depositprotection.com)

**At the end of the Tenancy**

- 6.9. The Agent must tell the tenant within 10\* working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 6.10. If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 6.11. The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Alternative Dispute Resolution (ADR) may regard failure to comply with the time limit as a breach of the rules of DPS and if the ADR is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 6.12. If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to clause 6.13 below) be submitted to the ADR for adjudication. All parties agree to co-operate with the adjudication.
- 6.13. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 6.9 to 6.12 above.

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### Obligations of the Tenant

*The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main Terms found in this Agreement. If any of these Terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Premises because of the breach.*

#### General

- 7.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing. To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definition of the Tenant.

#### Paying Rent

- 8.1. To pay the Rent by as set out in clause 2 of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by **Standing Order Mandate to Bank Name: Barclays Bank PLC, Bank Account Number: 70395692, Bank Sort Code: 20-53-04, Payee Name: ZACKS INVESTMENTS LTD.**
- 8.2. To pay interest on any payment of Rent not made as set out in clause 2 of this Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.

#### Further Charges to be paid by the Tenant

- 9.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Premises either directly to the Council, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the Council (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- 9.2. To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:
- gas
  - water (including sewerage and other environmental services)
  - electricity
  - any other fuel charges
  - telecommunications.
- 9.3. To pay to the Landlord, or Agent, all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:
- recovering or attempting to recover any Rent or other monies in arrears;
  - the enforcement of any reasonable obligation of the Tenant under this Agreement;
  - the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought.
- 9.4. To pay any reasonable charges or other costs incurred by the Landlord or Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.
- 9.5. To pay the television licence regardless of the ownership of the television set.
- 9.6. To pay the cost of a check out of the Inventory and Schedule of Condition listing the condition of the Premises and the Fixtures and Fittings in the Premises at the end or earlier termination of the Tenancy.
- 9.7. 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.
- 9.8. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors.

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**The Condition of the Premises: Repair, Maintenance and Cleaning**

- 10.1. To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:
- fair wear and tear;
  - any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
  - repairs for which the Landlord has responsibility (these are set out in clause 26.3 of this Agreement);
  - damage covered by the Landlord's insurance policy.
- 10.2. To inform the Landlord, or the Agent, immediately they come to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in clause 26.3 of this Agreement.
- 10.3. To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy condition.
- 10.4. To pay for the professional cleaning of the Premises at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition.
- 10.5. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 10.6. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 10.7. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 10.8. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
- 10.9. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 10.10. To replace all electric light bulbs, fluorescent tubes and fuses.
- 10.11. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this section of this Agreement.
- 10.12. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- 10.13. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 10.14. To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated.
- 10.15. 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 Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- 10.16. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
- 10.17. 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 as specified in the written instructions.

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**Insurance**

- 11.1. Not to do or fail to do anything that leads to the policy on the Premises, or Fixtures and Fittings not covering any part of the losses otherwise covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
- 11.2. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 11.1 of this Agreement.
- 11.3. To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
- 11.4. To provide the Landlord or his Agent with details of any loss or damage, under clause 11.3 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.
- 11.5. The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings with a reputable insurer.

**Access and Inspection**

- 12.1. To allow the Landlord, the Agent, any Superior Landlord, professional advisers, or authorised contractors to enter the Premises with or without workmen and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:
- the Tenant has not complied with a written notice under clause 10.12 of this Agreement and the Landlord or the Agent wishes to enter the Premises in accordance with that clause;
  - the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in clause 26.3 of this Agreement);
  - a professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Premises;
  - the safety check of the gas appliances is due to take place;
  - the Landlord or the Agent wishes to inspect the Premises.
- 12.2. To allow the Premises to be viewed during the last two months of the tenancy by prior mutually acceptable appointment, at reasonable times, during normal working hours, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Premises.
- 12.3. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises, during the last two months' of the Tenancy.

**Assignment**

- 13.1. Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's or the Agent's prior consent, which will not be unreasonably withheld.
- 13.2. Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Premises unless the Landlord or the Agent has given consent, which will not be unreasonably withheld.

**Use of the Premises**

- 14.1. To use the Premises only as a private residence for the occupation of the Tenant.
- 14.2. The Premises are let on the condition that they are occupied by the tenant. If you wish to have more occupiers within the Premises you must gain the Landlord's written consent. If there are more occupiers residing in the Premises without the Landlord's consent then the Landlord will

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seek a Court Order for possession of the Premises as he may be in breach of his statutory obligations.

- 14.3. Not to register a company at the address of the Premises.
- 14.4. Not to run a business solely from the Premises.
- 14.5. Not to use the Premises for any illegal purpose.
- 14.6. Not to hold or allow any sale by auction at the Premises.
- 14.7. Not to use or consume or allow to be used or consumed 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.  
Not to use the Premises or allow others to use the Premises in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.
- 14.8. Not to decorate or make any alterations or additions to or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 14.9. Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place inside or outside the Premises which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 14.10. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 14.11. To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of clause 14.10 above.
- 14.12. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally household use.
- 14.13. Not to hang any posters, pictures or other items in the Property using blu-tac, sellotape, nails adhesive or their equivalents.
- 14.14. To hang posters, pictures or other items in the Property using a reasonable number of commercial picture hooks.
- 14.15. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

#### Utilities

- 15.1. To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has started.
- 15.2. To apply for the accounts for the provision of those services to be put into the name(s) of the Tenant.
- 15.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
- 15.4. 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.
- 15.5. To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier.
- 15.6. To provide the name, address and account number of the new supplier within a reasonable time of transfer.
- 15.7. 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.
- 15.8. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 9.2 or by anything done or not done by the Tenant.
- 15.9. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises.
- 15.10. To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.

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- 15.11. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 15.1 and to the local authority.

**Animals and Pets**

- 16.1. Not to keep any animals or birds (whether domestic or otherwise) in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.

**Leaving the Premises Empty**

- 17.1. To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of **21 days** or more during the Tenancy.
- 17.2. To comply with any conditions set out in the Landlord's Policy for empty Premises, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under Clause 17.1 of this Agreement.

**Locks and Alarms**

- 18.1. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 18.2. To set the burglar alarm (if applicable) when the Premises are vacant.
- 18.3. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.
- 18.4. Not to install or change any locks in the Premises without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld, except in an emergency.
- 18.5. Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Agent of the number of additional keys cut.
- 18.6. To return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).
- 18.7. To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

**Garden etc**

- 19.1. To keep the garden, window boxes and patios (if any) in the same condition and style as at the commencement of the Tenancy.
- 19.2. To keep the window boxes borders, paths, and patios, (if any), weeded.
- 19.3. To cut the grass (if any) regularly during the growing season.
- 19.4. To allow any person(s) authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden.
- 19.5. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord or the Agent which will not be unreasonably withheld.

**House Plants**

- 20.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Premises, if the houseplant dies.

**Car Parking**

- 21.1. To park private vehicle(s) only at the Premises.
- 21.2. To park in the space allocated to the Premises, if the Tenant is allocated a car parking space.
- 21.3. To park in the garage or the driveway to the Premises if applicable.
- 21.4. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- 21.5. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 21.6. Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed.

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Tenant