

Assured Shorthold Tenancy AGREEMENT

(England & Wales)

June 12, 2017

Under Part 1 of the Housing Act 1988 as amended under Part 3 of the Housing Act 1996

In respect of the Premises situate at and known as:-

Flat 4

the Building address

39 NETHERHALL GARDENS, LONDON NW3 5RL

BETWEEN the Parties
The LANDLORD(s)

K D FREEDMAN T/A K F PROPERTIES

AND THE TENANT(S)

Important Note:

This document contains and sets out those terms and conditions of the Tenancy of the subject property (as detailed and referenced below) . It sets out the covenants and promises made by the Tenant to the Landlord and vice versa. You should read this document carefully and thoroughly. Ensure that it does not contain terms and conditions that you do not agree with or obligations that you are unable to fulfil and that it does contain everything you want to form part of the Agreement. You should also ask to be shown or provided with copies of any documents referred to in this Agreement always save that of any document available in the public domain.


The Agreement Format:

This Agreement is divided into sections or 'Parts'. Each Part of the Agreement contains various separately numbered clauses, some of which have been grouped together under sub-headings, which indicates the contents and or effect of the clauses.

Once signed and dated, this Agreement will be legally binding and may be enforced by a court.

**IF YOU ARE IN ANY DOUBT ABOUT THE CONTENT OR EFFECT OF THIS
AGREEMENT, YOU SHOULD SEEK INDEPENDENT QUALIFIED LEGAL
ADVICE BEFORE SIGNING.**

Assured Shorthold Tenancy Agreement
FLAT 4, 39 NETHERHALL GARDENS, LONDON NW3 5RL

| | | |
|---|---|------------------------------|
| THIS AGREEMENT | | Hereinafter referred to as:- |
| Is made on | 12th JUNE 2017 | The EXECUTION DATE |
| BETWEEN | K D FREEDMAN T/A K F PROPERTIES | The LANDLORD |
| <i>Being an address in England or Wales in accordance with the provisions of Section 48 Landlord & Tenant Act 1987 (for the service of Notices on the Landlord)</i> | of: First Floor, 55 Blandford Street LONDON W1U 7HW | |
| AND |  | The TENANT(s) |
| Relating to | FLAT 4 | The PREMISES & |
| <i>Including, if applicable, FURNISHED the Landlord's possession, fixtures and fittings as listed and detailed in the "Inventory and Schedule of Condition".</i> | 39 NETHERHALL GARDENS, LONDON NW3 5RL | The BUILDING |
| For the duration of | 12 MONTHS | The TERM |
| Commencing at noon of | 3RD JULY 2017 | The COMMENCEMENT |
| <i>Always subject to vacant possession being available</i> | | |
| Ending at noon of | 3RD JULY 2018 | The EXPIRY |
| <i>But continuing by virtue of statute until notice is given.</i> | | |
| Paying the total sum in Rent | £17,420.00 | The TOTAL RENT |
| <i>The total sum in rent for the Term above</i> | | |
| Payable in advance in instalments as below:- | | |
| The first such instalment of | £8,710.00 | |
| <i>Made prior to or on the signing of this Agreement</i> | | |
| For the period relating to | 3RD JULY 2017 TO 2ND JANUARY 2018 | |
| The second such instalment of | £4,355.00 | |
| For the period relating to | 3RD JANUARY 2018 TO 2RD APRIL 2018 | |
| Thereafter the sum in rent of | £4,355.00 | The INSTALMENT SUM |
| For the period relating to | 3RD APRIL 2018 to 3rd JULY 2018 | The RENT DAY |
| Payable by | A Single Bank Standing Order | |
| The Deposit | £2,010.00 | The TENANCY DEPOSIT |
| <i>To be held by the Landlord in accordance with and registered with the Government authorised tenancy deposit scheme and as more fully detailed in Part2 of this Agreement</i> | | |
| <i>Where there is more than one tenant, the person nominated to act on behalf of you all jointly and individually when dealing with the deposit.</i> | | The HEAD TENANT |

This representative is to act on behalf of you all jointly and individually when dealing with the deposit can be replaced by another above named tenant always providing that the Landlords are notified in writing by the majority of the named tenants. If this box is left blank and there are more than one named tenants the first named tenant as above shall be deemed to be the "Head Tenant".

Initials: |  (Landlord)

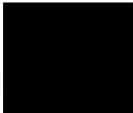
Initials: |  (Tenant)


PART 1. MAIN TERMS OF THE TENANCY

WHEREBY IT IS HEREIN AGREED AS FOLLOWS

The Landlord agrees to let and the Tenant agrees to take all that property known as (the "Premises") forming part of the building (the "Building") Together with the reasonable use of the entrance hall staircase outer door and vestibule (the "Common Parts") of the Building in common with other occupiers of it and always subject to the Buildings rules and regulations. **Furnished as stated in the Inventory attached** to the Property and agreed by signature by the Parties to this Agreement;

- 1.1. **TERM OF THE TENANCY:** The Landlord lets to the Tenant(s) the Premises for a fixed period of **12 months**. The tenancy commencing on noon of the day and date as detailed and stated above on Page 2 of this Agreement and shall end noon of the day and date as detailed and stated above on Page 2 of this Agreement.
- 1.2. **THE RENT:** The Tenant shall pay to the Landlord the rent to the sum and in the manner set out above on Page 2 of this Agreement. The Tenant shall not withhold the payment of the last month rental instalment as set out above for any reason whatsoever. The first such instalment of Rent to be paid by the Tenant to the Landlord in cleared funds prior to or upon the signing of this Agreement.
- 1.3. **THE DEPOSIT:** The Tenant shall pay to the Landlord the sum in deposit as detailed and stated above on Page 2 of this Agreement and this sum shall be paid to the Landlord in cleared funds prior to or upon the signing of this Agreement.
- 1.4. **THE ADVANCE FUNDS:** Being the total sum that the Tenant shall pay over to the Landlords (or their appointed Agent) in **CLEARED FUNDS** prior to or upon signing of this Agreement and access and or occupation by the Tenant is absolutely subject to the receipt by the Landlord (or their appointed Agents) of the agreed and scheduled Advance Funds. The Advance Funds comprising the advance rental instalment the Deposit and those administrative fees or charges more fully detailed by the Completion Statement or Booking Form as provided by the Landlord.
- 1.5. **THE 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 the Act.
- 1.6. **WHERE THERE ARE 2 OR MORE PERSONS** they are together the Tenants their obligations & liabilities to the Landlord as set out above and in the following pages of this Agreement shall be joint and several.
- 1.7. **THE TENANT SHALL PAY** to the Landlord before the signing of this Agreement a fee of **£117.00** (one hundred and seventeen pounds) as an administration charge for the collection and conformation of status inquiries and the preparation of this Agreement. *(Also contained and detailed in Part 3 Clause 3.12 of this Agreement)*
- 1.8. **BREAK CLAUSE** the Landlord and Tenant further agree that there shall be a break clause at 6 months (six months) always subject to that a minimum six months occupancy is completed and as more fully detailed in *Part 5 Clause 5.14 of this Agreement*.
- 1.9. **SMOKING** in the communal parts of the **Building is strictly prohibited** and may in certain circumstances be unlawful.
- 1.10. **ON THE SIGNING OF THIS AGREEMENT** The Landlord does not unreasonably withhold their consent for the Tenant their family or visitors to smoke within the subject **Premises** always providing that the Tenant agrees to pay the Landlord for any damage or soiling to the decorative order, furniture and or soft furnishings otherwise caused by smoking. Always providing that the Premises are free of any such damage or soiling at the beginning of the Tenancy. *(As more fully detailed by Part 2 of this Agreement and in particular clauses 2.7 & 2.8 of this Agreement).*

Initials:  (Landlord)

Initials:  (Tenant)

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PART 2. DEALING WITH MATTERS OF THE DEPOSIT

The following clauses set out:

- *what the Landlord will do with the Deposit monies paid by the Tenant under clause 3, of this Agreement;*
 - *what the Tenant can expect of the Landlord when dealing with Deposit ;*
 - *the circumstances in which the Tenant may expect to receive less than the sum paid to the Landlord or their Agent at the commencement of the Tenancy; and*
 - *the circumstances in which other monies may be requested from the Tenant.*
- 2.1. THE LANDLORD SHALL HOLD THE DEPOSIT. Any interest earned on the Deposit funds, shall be retained by the Landlord to cover administrative costs.
- 2.2. THE DEPOSIT WILL BE PROTECTED under an insurance based Tenancy Deposit Scheme administered by **mydeposits.co.uk**. The Landlord will provide the Tenant a certificate confirming the protection cover for the Deposit. The landlord or their Agent and the Tenant will sign the certificate and each Party shall retain a copy.
- 2.3. AFTER THE TENANCY the Landlord is entitled, with consent of the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 2.8 of this Agreement. If more than one such deduction is to be made by the Landlord or Agent, monies will be deducted from the Deposit in the order listed in clause 2.8 below.
- 2.4. 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.
- 2.5. AFTER THE END OF THE TENANCY the Landlord or Agent shall return the Deposit, except in the case of a dispute subject to any deductions made under this Part of the Agreement, as soon as is reasonably practicable. If there is more than one Tenant, the Landlord may, with the written consent of the Tenant, return the Deposit or any balance thereof by cheque to 'Head Tenant' named on Page 2 of this Agreement at the last known address or nominated Bank Account.
- 2.6. IN THE CASE OF A DISPUTE arising regarding any deductions made by the Landlord both the Landlord and Tenant agree that the dispute shall be settled by way of the Alternative Dispute Resolution Procedure presided over by **mydeposits.co.uk** and further both parties agree to abide by their rules.
- 2.7. IF THE AMOUNT OF MONIES that the Landlord is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay the additional sum to the Landlord within 14 days of the Tenant receiving such demand or request in writing.
- 2.8. THE LANDLORD OR AGENT MAY DEDUCT MONIES from the Deposit to compensate the landlord for losses caused for any or all of the following reasons:
- Any damage to the Premises and or Fixtures and Fittings caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;
 - Any damage or cleaning required due to the **smoking** of cigarettes, pipes or other tobacco burning devices, instruments or product and any **pets**, animals, reptiles, birds or fish occupying the Premises during the Tenancy (whether or not the Landlord consented to the practice or pets presence under special clauses);
 - Any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord or Agent, by the local authority;
 - Any other breach by the Tenant of the Terms of this Agreement
 - Any unpaid account or charge for electricity or gas or other fuels used by the Tenant in the Premises;
 - Any unpaid Council Tax;
 - Any unpaid telephone charges;
 - All legal and surveyors fees and other costs incurred by the Landlord in taking any action as a result of any breach by the Tenant of any of his/her obligations contained in this Agreement to include any costs incurred in the preparation and service of a schedule of dilapidations;
 - In the event of breaking the Agreement by vacating before expiry to continue to pay the rent up to the scheduled expiry of this Agreement or until such time a suitable tenant may be found and any Agent commission as more fully detailed in Part 5 clause 5.3 of this Agreement.
 - One half of; the costs of checking of the Inventory at the beginning and end or earlier termination of the Tenancy.
- 2.9. 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 their Agent, holds the Deposit or any part of it.

PART 3. 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 and or seek the court's permission to have the Tenant evicted from the Premises because of the breach(s).

General

- 3.1. ANY OBLIGATION UPON THE TENANT under this Agreement to do or not to do anything shall also require the Tenant to ensure compliance by any licensee or visitor and or not to permit or allow any licensee or visitor to do or cause any prohibited act under this Agreement.

The Tenant shall;

- 3.2. BE RESPONSIBLE AND LIABLE for all obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definition of Tenant.

Paying Rent

The Tenant shall;

- 3.3. PAY THE RENT in the sum and manner as set out on *Page 2. and Clause 1.2* of this Agreement whether or not otherwise formally demanded. The Rent shall be paid by the Tenant by a single **Standing Order Mandate** in favour of the Landlord; **K F Properties Collection Account** to **Lloyds**, branch: [REDACTED] account number: [REDACTED]
- 3.4. PAY INTEREST on any payment of Rent not made as set out and detailed on *Page 2 and clause 1.2* of this Agreement. Interest being 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 4% above the Bank of England Base Rate.

Further charges to be paid by the Tenant

The Tenant shall;

- 3.5. PAY the Council Tax (or any similar charge that may replace it) in respect of the Premises. Paying the sum due either directly to the Local Authority Council or by paying that sum to the Landlord or Agent where the Landlord or Agent has paid that sum to the Local Authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- 3.6. PAY all charges falling due for the following services used by the Tenant 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 or shall be in force and effect:
- Gas
 - Electricity
 - Water (including sewerage and other environmental services)
 - Any other specified fuel charges
 - Telephone and associated services
- 3.7. PAY the Landlord or Agent all reasonable costs and expenses incurred by the Landlord in;
- Recovering or attempting to recover any Rent or other monies in arrears;
 - Enforcement of any reasonable obligation of the Tenant under this Agreement;
 - Service of any Notice relating to any major breach of this Agreement by the Tenant whether or not court proceedings are brought.
- 3.8. PAY any reasonable charges or other costs incurred by the Landlord or Agent if any cheque provided by the Tenants is not honoured nor paid or if any Bank Standing Order is withdrawn.
- 3.9. PAY to the Landlord a charge of **£85.00** (eighty five pounds) at the end of the Tenancy and vacating the Premises as a contribution towards the general maintenance and cleaning of the communal areas of the Building
- 3.10. PAY the cost of a television licence regardless of the ownership of the television set and ensure that a valid and current television licence is in place for the duration of the Tenancy if applicable.

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Part 3 continued
The Tenant Shall

- 3.11 PAY for **one half of the cost** of the preparation of a fully comprehensive Inventory and Schedule of Condition, decorative order report and the checking of same at the beginning and end of the Tenancy.
- 3.12 PAY to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from the misuse or negligence by the Tenant, family and or visitors.
- 3.13 PAY to the Landlord before the signing of this Agreement a fee of **£117.00** (one hundred and seventeen pounds) as an administration charge for the collection and conformation of status inquiries and the preparation of this Agreement.

The Condition of the Premises: Repair, Maintenance and Cleaning

- 3.14 TAKE ALL REASONABLE STEPS to keep the interior of the Premises, 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, decorative order report. The Tenant is not responsible for the following:
- Fair wear and tear
 - Any damage caused by fire unless that damage was caused by some action 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 and more fully detailed in Part 4 of this Agreement)
 - Damage covered by the Landlord's insurance policy.
- 3.15 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 *Part 4 clause 4.3* of this Agreement
- 3.16 KEEP THE PREMISES and fixtures and fittings in a reasonably clean and tidy condition and order.
- 3.17 PAY FOR THE PROFESSIONAL cleaning of the Premises at the end of the Tenancy or clean to the same standard of which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy and as further detailed and stated in the Inventory and Schedule of Condition, decorative order Report.
- 3.18 CLEAN THE INSIDE AND OUTSIDE OF ALL WINDOWS REGULARLY or pay for the same during the Tenancy and at the end of the Tenancy always provided that; they were cleaned at the start of the Tenancy as detailed in the Inventory and Schedule of Condition Report and where practicable and safe to do so.
- 3.19 REPLACE THE BATTERIES REGULARLY to the smoke detector alarms and check they are operational, reporting to the Landlord or the Landlord's Agent any defect or fault without unreasonable delay.
- 3.20 REPLACE PROMPTLY all broken glass with same quality glass where the breakage or other damage was due to the fault misuse and or negligence of the Tenant, their family or visitors.
- 3.21 TAKE ALL REASONABLE PRECAUTIONS to prevent damage or interruption to supply occurring to any pipes or other installation in the Premises that may be otherwise caused by frost, always providing that the pipes and other such installations were adequately insulated at the start of the Tenancy.
- 3.22 REPLACE PROMPTLY all electric light bulbs, fluorescent tubes and fuses that shall be expended by the Tenants use thereof during the Tenancy save that on those areas that cannot be accessed or reached by the Tenant without the use of special equipment (other than that of a household step ladder not exceeding 4 steps).
- 3.23 TO MAKE GOOD OR COMPENSATE the Landlord for any failure by the Tenant to comply with the obligations of the Tenant as set out in this section of the Agreement (Part 3).
- 3.24 CARRYOUT ANY SUCH ATTENTIONS OR WORKS that the Tenant is required to carryout under this Agreement within a reasonable time of being notified; always provided the Landlord or the Agent has given the Tenant written notice of those attentions or works; or to authorise the Landlord or Agent to have the work carried out at the Tenant's expense. Where any such obligation of the Tenant is not carried out the Landlord, the Agent or appointed trades persons may enter the Premises (always provided the Tenant has been given not less than 24 hours notice in writing) to carryout any attentions, repairs or works. The reasonable cost of same will be charged to and paid for by the Tenant.

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The Tenant Shall

- 3.25 TAKE ALL REASONABLE PRECAUTIONS to ensure that sewers, drains, sanitary apparatus and waste pipes and air vents or ducts are kept free of obstruction.
- 3.26 TAKE ALL REASONABLE PRECAUTIONS to prevent excessive condensation by keeping and maintaining the Premises adequately ventilated and heated. Where such condensation may unavoidably occur, take care to wipe down and clean surfaces in the morning on a daily basis to prevent the build up of mould growth and or damage to the Premises its fixtures and fittings.
- 3.27 CLEAR OR PAY FOR THE CLEARANCE of any blockage or overflow when any occur in any of the drains, down pipes, sinks, toilets or waste pipes which serve the Premises, if the blockage or overflow is caused by the fault or negligence of the Tenant, their family or any visitors.
- 3.28 TAKE ALL REASONABLE PRECAUTIONS to prevent infestation of the Premises and to pay for the treatment and eradication of any such infestation caused by the negligence of the Tenant, their family and or visitors and in the event of such negligence the Tenant shall be responsible for paying for the eradication of all pests including but not necessarily limited to; rodents, ants and other insects.

Insurance matters:

The Tenant is hereby cautioned and so informed that the Landlord's insurance policy does not cover the Tenant's personal effects and or possessions and is strongly advised to insure their belongings with a reputable insurer

- 3.29 NOT DO OR FAIL TO DO ANYTHING THAT LEADS to the insurance policy on the Premises or fixtures and Fittings not covering any part of the loss otherwise covered by the policy.
- 3.30 TO PAY TO THE LANDLORD all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy and or necessary expenses incurred as a result of a failure by the Tenant, their family or visitors to fully comply with clause 3.27 of this Agreement. Always providing that a copy of the insurance policy was given or shown to the Tenant at the start of the Tenancy, or within a reasonable time thereafter
- 3.31 TO INFORM THE LANDLORD or his Agent of any loss or damage to the Premises, Fixtures and Fittings, promptly upon the damage first coming to the attention of the Tenant.

Access to and Inspection of the Premises

The Tenant Shall

- 3.32 ALLOW THE LANDLORD, the Agent, any Superior Landlord, professional advisors or authorised contractors to enter the Premises with or without workmen and with any necessary equipment providing that the Landlord or the Agent gives to the Tenant not less than 24 hours prior notice. Always save that of and excluding in the case of an emergency. *The Tenant is required to allow such access when;*
- The Tenant has not complied with a written notice under clause 3.24 of the Agreement and the Landlord or their Agent requires to enter the Premises in accordance with that clause.
 - The Landlord, the Agent or an appointed contractor seeks to carryout attentions and or works for which the Landlord is responsible as set out in clause 4.3 of this Agreement.
 - A professional adviser appointed and or authorised by the Landlord to inspect the Premises.
 - A qualified gas or electrical engineer to conduct statutory safety checks on the supply and or appliances.
 - The Landlord or their Agent wishes to inspect the Premises.
- 3.33 ALLOW THE LANDLORD or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises during the last 2 months of the Tenancy.
- 3.34 ALLOW THE PREMISES TO BE VIEWED by prior mutually acceptable appointment, at reasonable times during normal working hours and upon the Tenant being given not less than 24 hours notice in writing by any person who is acting for and on behalf of the Landlord or Agent and who will accompany a prospective purchaser or tenant.

Assignment

- 3.35 NOT TO ASSIGN, sublet, part with or share possession of all or part of the Premises with any other person without the Landlord's or Agent's prior written consent, which will not be unreasonably withheld and pay the Landlord's or Agent's reasonable costs and expenses in dealing with any such Tenant's application.

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The Tenant Shall

- 3.36 NOT TO TAKE IN LODGERS or paying guests or allow any person other than the person(s) named as 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 in writing, which may not be unreasonably withheld.

Use of the Premises

- 3.37 USE THE PREMISES ONLY AS A PRIVATE RESIDENCE for the occupation of the Tenant and immediate family.
- 3.38 NOT REGISTER A COMPANY or other organization at the address of the Premises.
- 3.39 NOT RUN A BUSINESS solely from the Premises.
- 3.40 NOT USE OR ALLOW OTHERS TO USE the Premises for any illegal purpose
- 3.41 NOT HOLD OR ALLOW ANY SALE by auction at the Premises
- 3.42 NOT TO USE OR CONSUME or allow to be used or consumed any drugs or 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.
- 3.43 NOT TO USE THE PREMISES or allow others to use the Premises in a way which causes a nuisance annoyance and or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them.
- 3.44 NOT TO PLAY or allow to be played any television, radios, audio systems or musical instruments so as to be audible from outside the Property and not between the hours of 10pm and 7am.
- 3.45 NOT TO DECORATE or make any alterations or additions to or in the Premises without prior written consent of the Landlord which, in the case of decoration, will not unreasonably withheld.
- 3.46 NOT REMOVE the Fixtures and Fittings on the Premises or to store them in any way or place inside or outside the Premises which may reasonably lead to damage to the Fixtures and Fittings or deteriorating more quickly than if they had remained in the same location and position in the Premises at the beginning of the Tenancy.
- 3.47 NOT TO ERECT OR PLACE any aerial, satellite dish, notice, cable equipment, advertisement sign or board on or in the Premises without the prior written consent of the Landlord or Agent, which shall not be unreasonably withheld.
- 3.48 TO PAY ALL THE COSTS OF INSTALLATION removal and repair of any damage to the fabric of the Premises and or building if consent is granted or due to a breach of clause 3.45 above.
- 3.49 NOT TO KEEP or allow to be kept in or on the Premises any dangerous or inflammable goods, materials or substances save those required for generally accepted standard household use.
- 3.50 NOT AFFIX OR HANG ANY POSTERS OR PRINTS or other items to the walls or ceilings in the Premises using 'blu-tac', Sellotape, nails or their equivalents and to use, with the prior consent of the Landlord, only a reasonable number of commercially accepted standard picture hooks.
- 3.51 TO LEAVE THE FURNITURE FIXTURES AND FITTINGS at the end of the Tenancy in the same places and positions which they were at the commencement of the Tenancy as detailed by the Inventory and Schedule of Condition Report.

Utility Services and Supply

- 3.52 NOTIFY THE SUPPLIERS of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has commenced. Give to the Landlord at the end of the Tenancy copies of all final bills for gas electric and water if applicable and a copy of the final council tax bill from the local council. Failure to adhere to this will delay the return of your deposit.
- 3.53 APPLY FOR THE ACCOUNTS for the provision of such services to put in to the name or names of the Tenant(s).

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The Tenant Shall

- 3.54 NOT TO TAMPER INTERFERE WITH ALTER OR ADD TO the installations or meters (including pre payment meters) relating to the supply of such services to the Premises.
- 3.55 INFORM THE LANDLORD of any change to the telephone number within a reasonable time (but not exceeding 60 days) of the Tenant receiving the new number.
- 3.56 INFORM THE LANDLORD within a reasonable time and providing full details (but not exceeding 60 days) of a utility transferred to a new supplier.
- 3.57 PAY ANY COSTS INCURRED BY THE LANDLORD in transferring the account back to the original utility supplier at the end of the Tenancy.
- 3.58 PAY ANY AND ALL COSTS INCURRED BY THE LANDLORD in the reconnection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 3.6 of this Agreement or any action or failure to act by the Tenant.
- 3.59 ARRANGE FOR THE READING of the gas, water and electric meters (if applicable) at the end or earlier termination of the Tenancy and to pay all outstanding accounts with utility suppliers.
- 3.60 HEREIN GRANT THEIR CONSENT for the Landlord or the Agent at the end of the Tenancy or earlier determination to give the forwarding address of the Tenant to the service providers as set out in clause 3.51 above and to the Local Authority.

Animals and Domestic Pets

- 3.61 NOT KEEP OR ALLOW TO BE KEPT any animal, bird, insect or reptile (whether domestic or not) in the Premises without the prior written consent of the Landlord, which may in some circumstances not be unreasonably withheld.

Leaving the Premises Empty or Unoccupied

- 3.62 NOTIFY THE LANDLORD before leaving the Premises unoccupied and vacant for any continuous period of 28 days or longer during the Tenancy.
- 3.63 COMPLY WITH ANY CONDITIONS set out in the Landlord's Insurance Policy relating to empty vacant premises providing that the Tenant has been given or shown a copy of the Policy at the beginning of the Tenancy or soon thereafter. This provision shall apply whether or not the Landlord has been or should have been notified of any absence from the Premises under clause 3.60 of this Agreement.

Security: Locks and Alarms

- 3.64 FASTEN ALL LOCKS & BOLTS on doors and windows when the Premises are left empty and during night time hours.
- 3.65 TO SET THE BURGLAR ALARM (if an operational unit has been supplied) when the Premises are empty.
- 3.66 PAY TO THE LANDLORD ANY CALL OUT CHARGES or other charges incurred by the Landlord where the Tenant, their family or visitors accidentally or negligently set off the burglar alarm.
- 3.67 NOT INSTALL OR CHANGE ANY LOCKS in or on the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld.
- 3.68 NOT TO HAVE FURTHER KEYS CUT for the Premises without first obtaining the prior consent of the Landlord.
- 3.69 RETURN TO THE LANDLORD OR THEIR AGENT all keys including any additional keys, remote controls or other security devices at the end of or earlier determination of the Tenancy.
- 3.70 PAY TO THE LANDLORD the cost of replacement of keys, remote controls or other security devices that have been damaged or lost by Tenant default.

Refuse

- 3.71 TO REMOVE OR PAY FOR THE REMOVAL of all rubbish from the Premises during and at the end of the Tenancy.

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The Tenant Shall

- 3.72 PLACE ALL REFUSE in a plastic bin liner or other appropriate container prescribed, recommended or provided by the Local Authority and then place in the dustbin or other receptacle made available.
- 3.73 DISPOSE OF ALL REFUSE through the services provided by the Local Authority

Notices

- 3.74 FORWARD ANY NOTICE ORDER OR PROPOSAL affecting the Premises or its boundaries to the Landlord within a reasonable time of receipt of such notice, order or proposal.
- 3.75 TO FORWARD ALL CORRESPONDENCE ADDRESSED TO THE LANDLORD at the Premises to the Landlord or their Agent within a reasonable time but without unreasonable delay.

PART 4 OBLIGATIONS OF THE LANDLORD

The following clauses set out what can be expected of the Landlord during the Tenancy in addition to the Main Terms found in this Agreement. If any of these Terms are broken, the Tenant may be entitled to claim damages from the Landlord or ask a court to enforce the Landlord to perform the obligations and keep these promises.

The Landlord Shall:

Quiet Enjoyment of the Premises

- 4.1 ALLOW THE TENANT TO QUIETLY HOLD AND ENJOY THE PREMISES during the Tenancy without any unlawful or unreasonable interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

Consents

- 4.2 CONFIRM THAT ALL NECESSARY CONSENTS HAVE BEEN OBTAINED to enable the Landlord to enter into this Agreement (whether from Superior Landlords, lenders, mortgagees, insurers or others).

Statutory Repairing Obligations

- 4.3 COMPLY WITH THE OBLIGATIONS TO REPAIR THE PREMISES 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 and keep in good order;
- a) The structure of the Premises and exterior (including drains, gutters and pipes);
 - b) Certain installations for the supply, electricity and gas;
 - c) Sanitary appliances including basins, sinks, baths and sanitary conveniences;
 - d) Space heating and water heating;
 - e) Not be so necessarily obligated in the case of other fixtures, fittings and appliances for making use of the supply of water or electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in Part 3 of this Agreement
- 4.4 REPAY TO THE TENANT any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with their statutory obligations as set out above in clause 4.3 of this Agreement.

Insurance

- 4.5 INSURE THE BUILDINGS AND CONTENTS of the Premises, that shall have been provided by the Landlord, under a general household policy with a reputable insurer.
- 4.6 PROVIDE TO THE TENANT upon request a copy of the relevant insurance certificate and or policy at the start of the tenancy or without unreasonable delay thereafter.

Other Repairing Obligations

- 4.7 KEEP IN GOOD REPAIR AND WORKING ORDER all mechanical and electrical items belonging to the Landlord and provided for the Tenants use and forming part of the fixtures and fittings unless any such lack of repair or fault is due to the negligence or misuse of the Tenant, their family or visitors.

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Part 4 Continued
The Landlord Shall

Safety Regulations

- 4.8 CONFIRM THAT ALL GAS APPLIANCES comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Record is given to the Tenant at the commencement of the Tenancy or within 28 days and annually thereafter during the Tenancy.
- 4.9 CONFIRM THAT ALL FURNITURE and furnishings within the Premises supplied by the Landlord complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended 1993)
- 4.10 CONFIRM THAT ALL ELECTRICAL APPLIANCES and the plugs and sockets, etc., comply with the Electrical Equipment (Safety) Regulations 1994.
- 4.11 ENSURE ANY ELECTRICIAN carrying out electrical work at the Premises is a member of an approved scheme.

Head Lease & Superior Landlords (if any)

- 4.12 COMPLY WITH ALL THE OBLIGATIONS imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
- 4.13 TAKE ALL REASONABLE STEPS TO ENSURE that the Superior Landlord complies with the obligations of the Superior Lease.
- 4.14 PROVIDE TO THE TENANT a copy of the relevant sections of the Head Lease at the start of the Tenancy.
- 4.15 PAY all charges imposed by the Superior Landlord for granting this Tenancy (if any)

Other Taxes

- 4.16 TO PAY cover or compensate the Tenant for any and all tax assessments and outgoings of the Premises apart from and save those specified as the obligation and liability of the Tenant under this Agreement.

Cost of Inventory and the Checking of same

- 4.17 PAY ONE HALF OF THE COST of the making of an independent inventory and schedule of condition order Report and the checking of same at check-in and out appointments.

Cleaning and Refuse

- 4.18 PAY FOR THE COST OF CLEANING the premises and the removal of all refuse prior to the start of the Tenancy and to ensure the Premises is in good clean tenantable condition and order.

PART 5. INTERRUPTING OR ENDING THE TENANCY AND THIS AGREEMENT.

The following clauses set out the ways in which this Agreement may be brought to an end by either Party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

Ending the Tenancy and the Landlord's Right to Re-entry
THE LANDLORD AND TENANT FURTHER AGREE as follows:

- 5.1 THE LANDLORD MAY END THIS AGREEMENT If at any time:
 - a) The rent, or any part of it remains unpaid for 14 days after falling due under this Agreement, whether formally demanded or not and or;
 - b) If any agreement and or obligation of the Tenant is not complied with and or;
 - c) any of the Grounds set out in the Schedule Part 2 of the Housing Act 1988 (as amended) are or become applicable or made out being Grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 (see Definitions on page 14 of this Agreement).
 - d) The Tenant being an individual shall become bankrupt or enter into any arrangement with their creditors or being a company should either enter into liquidation whether compulsory or voluntary or should have a receiver appointed of its undertakings or assets or in any case should suffer any execution to be levied on the Tenants goods or;
 - e) The Premises are left unoccupied for more than 28 days without the Landlord being in receipt of notice from the Tenant.

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THEN THE LANDLORD MAY GIVE WRITTEN NOTICE TO THE TENANT that the Landlord seeks possession of the Premises. If the Tenant does not comply with the Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with their statutory obligations and obtain a court order and re-entering the Premises with a County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement

Early Termination by the Tenant

- 5.2 IF THE TENANT VACATES THE PREMISES during the Term the Tenant shall remain liable to pay the Rent and any other monies payable under this Agreement until the Term expires or the Premises are re-let whichever is earlier.
- 5.3 IN THE EVENT OF BREAKING THE AGREEMENT by vacating before expiry the Tenant shall pay and or indemnify the Landlord in respect of any lettings agency fees at (7.5%+VAT) for the period of non occupation on a pro-rata basis.

Removal of Goods

- 5.4 THE TENANT WILL BE RESPONSIBLE FOR meeting all reasonable removal and or storage charges when small items are left in the Premises which can be easily moved and stored and the Landlord removes them from the Premises and stores them for a maximum of one month. Charges will only be incurred, where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant or in the absence of any such address provided by the Tenant and after making all reasonable efforts to contact the Tenant and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within one month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable cost of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions, any such costs remain the liability of the Tenant.
- 5.5 THE TENANT SHALL BE LIABLE FOR the Rent and all other monies under this Agreement when; the Tenant leaves bulky furniture or a large amount of other bulky and heavy discarded items belonging to the Tenant which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises; or the Landlord removes, stores or disposes of the items after giving the Tenants 14 days written notice, addressed to the Tenant at the forwarding address provided by the Tenant or in the absence of any such address provided by the Tenant and after making all reasonable efforts to contact the Tenant and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within one month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable cost of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions, any such costs remain the liability of the Tenant.

Interruptions to the Tenancy

- 5.6 IF THE PREMISES ARE DESTROYED or rendered uninhabitable by fire or any other risk against which the Landlord has insured, rent will cease to be payable until the Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or part) because of anything done or not done by the Tenant, their family or visitors.
- 5.7 IF THE PREMISES ARE NOT MADE HABITABLE within one month, either Party may terminate this Agreement by giving immediate written notice to the other Party.

Notices

- 5.8 THE LANDLORD HEREIN GIVES THE TENANT NOTICE that according to Sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord at:

K D FREEDMAN T/A K F PROPERTIES on FIRST FLOOR at 55 BLANDFORD STREET, LONDON W1U 7HW

- 5.9 THE TENANT SHALL as soon as reasonably practicable deliver or post on to the address first written above any notice or other communication, which is delivered or posted to the Premises
- 5.10 THE PROVISIONS OF SERVICE OF NOTICES are; if the LANDLORD or the Agent deliver by hand any Notices or documents which are necessary under this Agreement to the Premises or the last known address of the Tenant if different by 5pm ; and reasonable evidence is kept of the delivery, the documents or Notices will be deemed to have been delivered on the next working day which excludes Saturdays, Sundays and

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Bank Holidays; or if any documents or Notices are sent by registered or recorded post the documents will be deemed to have been delivered upon proof of delivery being obtained or the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or last known address if different; and reasonable evidence is kept of delivery; the documents or Notices will be deemed to be delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

- 5.11 THE PROVISIONS OF SERVICE OF NOTICES are; if the TENANT or the Agent deliver by hand any Notices or documents which are necessary under this Agreement, to the address specified in clause 5.8 of the Agreement or the last known address if different by 5pm ; and reasonable evidence is kept of the delivery, the documents or Notices will be deemed to have been delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered or recorded post the documents will be deemed to have been delivered upon proof of delivery being obtained or the documents or Notices are sent by ordinary first class post addressed to the Landlord at the specified in clause 5.8 of the Agreement or last known address if different; and reasonable evidence is kept of delivery; the documents or Notices will be deemed to be delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

Stamp Duty Land Tax

- 5.12 THE PARTIES CERTIFY that there is no other agreement for a long term lease or tenancy, which attracts Stamp Duty Land Tax payable at a higher rate on a purchase or premium, to which this Agreement gives effect.
- 5.13 THE TENANT AGREES that they will comply with their legal responsibility to pay the costs of the Stamp Duty Land Tax for the Agreement given and signed by the other Party if the rent exceeds the threshold after deduction of discount.

Break Clause

- 5.14 THE LANDLORD AND TENANT AGREE that should the Landlord or Tenant require to terminate the Tenancy, always providing that a period of not less than 4 months (four months) has expired from the date of commencement of the Tenancy as more fully detailed on Page 2 of this Agreement and the Landlord or Tenant gives to the other Party not less than **60 days (sixty days) prior written notice** then on the expiry of such notice period and a **minimum period of 6 months has expired** and provided, in the case of such notice served by the Tenant, the Tenant shall have paid all the rent and observed and performed all obligations and conditions on their part contained in the Agreement prior to the expiry of said notice then this Agreement shall absolutely cease and determine and be of no further effect but without prejudice to any right or remedy available to the Landlord in respect of any antecedent breach of any of the terms of this Agreement.

DEFINITIONS & INTERPRETATION

In this Agreement the following definitions and interpretation apply:

"LANDLORDS" include anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon termination or expiry of the Tenancy and anyone who later owns the Premises.

"TENANT" includes anyone entitled to possession of the Premises under this Agreement.

"AGENT" is anyone appointed by the Landlord and notified in writing to the Tenant to undertake the rights and obligations of the Agent.

"JOINT AND SEVERAL" means that when there is more than one person deriving title under Tenant(s), they will each be responsible for fully complying with all of the Tenant's obligations and liabilities under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will liable with the Tenant to pay all rent and any debt arising from any breach by the Tenants of the Tenancy until all debt is paid in full.

Definitions & Interpretation continued;

"GUARANTOR" is the person or persons who shall be responsible for discharging the Tenant's obligations and liabilities if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

"PREMISES" includes any part or parts of the Building boundaries fences garden and outbuildings (if applicable) belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger "Building" the Premises include the reasonable use of communal access ways and facilities.

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"FIXTURES AND FITTINGS" includes references to any and all of the fixtures, fittings, furnishings or effects, floor, ceiling and or wall coverings.

"INVENTORY AND SCHEDULE OF CONDITION" is the document drawn up prior to the commencement of the Tenancy by the Inventory Clerk or Landlord which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the commencement of the Tenancy.

"TERM" or "TENANCY" includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

"DEPOSIT" is the sum of money held by the Landlord (in a "Stakeholder" capacity) during the Tenancy in case The Tenant fails to comply with the terms of this Agreement.

"STAMP DUTY LAND TAX" is the tax payable (if applicable) to the Stamp Office on the signing of an Agreement by the Tenant, if the Rent after discount exceeds the threshold. Further information can be obtained from the inland Revenue website.

"EMERGENCY" means where there is a risk to life or damage to the fabric of the Premises or fixtures and fittings contained in the Premises or neighbouring premises.

"WATER CHARGES" includes references to water sewage and environmental service charges.

"THE POLICY" means any insurance policy held by the Landlord for the Premises or Fixtures and Fittings.

"SUPERIOR LANDLORD" means the persons for the time being who owns the interest in the Landlord's lease of the Premises.

"HEAD LEASE" sets out the promises the Landlord has made to his Superior Landlord. The promises contained in the Head Lease will legally bind the Tenant if he has prior knowledge of such promises.

REFERENCES TO THE SINGULAR in this Agreement includes the plural.

REFERENCES TO THE MASCULINE in this Agreement includes the feminine.

THE LANDLORD AND TENANT agree that the Laws of England and Wales shall apply to this Agreement.

THE BASIS UPON WHICH THE LANDLORD CAN RECOVER POSSESSION from the Tenant, during the fixed term, apart from Ground 1 are set out in the Grounds of Schedule 2 of the Housing Act 1988 (as amended) and which are referred to in **Part 5 Clause 5.1**

Mandatory Grounds are summarized below, it is however advisable for Tenants to refer directly to the Section (as above) of the Housing Act to satisfy themselves of the exact wording and effect.

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the Premises, normally lives there and that his lender may have a power of sale of the Premises if the Landlord does not make his mortgage payments;

Ground 8: both at the time of serving the Notice of intention to commence proceedings and at the time of the court proceedings there is;

- (a) at least eight weeks Rent unpaid where rent is payable weekly or fortnightly;
- (b) at least 2 months Rent is unpaid if the Rent is payable monthly;
- (c) at least one quarters Rent is more than three months in arrears if the Rent is payable quarterly;
- (d) at least three months Rent is more than three months in arrears if Rent is payable yearly.

SIGNATURES to the AGREEMENT

As witness the hands hereto this day and date

DO NOT SIGN THIS AGREEMENT IF;

- (a) you do not want to be bound by it;
- (b) you have not read and understand the whole Agreement
- (c) there are any pages missing from this draft of the Agreement

THE LANDLORD
For and on behalf of:
K D FREEDMAN T/A K F
PROPERTIES



Date: 12/06/17

THE TENANT
MS KATY ANNE CARR



Date: 13/06/2017

SIGNED IN THE PRESENCE OF:

The Witness (Please PRINT name)

ROBERT BURNS

Occupation

PROPERTY MANAGER.

Address



Witness Signature



