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ASSURED SHORTHOLD TENANCY AGREEMENT

BETWEEN

AKELIUS UK TWELVE LTD

AND



RELATING TO:

FLAT 5, 39 NETHERALL GARDENS, LONDON, NW3 5RL

TO THE TENANT:

YOU SHOULD READ AND SATISFY YOURSELF THAT YOU UNDERSTAND ALL OF THE TERMS OF THIS TENANCY AGREEMENT BEFORE SIGNING IT. IF THERE IS ANYTHING ABOUT WHICH YOU ARE UNSURE, YOU SHOULD NOT SIGN THIS AGREEMENT AND SEEK INDEPENDENT LEGAL ADVICE FROM A SOLICITOR OR CITIZENS' ADVICE BUREAU

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TENANCY PARTICULARS

DATE 16th July 2019

THE PARTIES

LANDLORD AKELIUS UK TWELVE LTD

TENANT David Samson Dove  
Emily Ann Garrity

ADDRESS FOR SERVICE

LANDLORD Akelius Residential Ltd, 10 Bloomsbury Way, London, WC1A 2SL

TENANT Flat 6, 39 Netherhall Gardens, London, NW3 5RL

PREMISES

All those premises known as Flat 5, 39 Netherhall Gardens, London, NW3 5RL comprising one dwelling unit (hereinafter called the "Premises") together with the use of entrance hall, lift, staircase and other doors (if any) in common with the other tenants, occupiers and persons having the like right (if any) and the garden, garage or other outbuilding thereof (if any) which form part of the letting and together with the Fixtures and Fittings now in or upon the Premises and more particularly specified in the Inventory and Schedule of Condition signed by or on behalf of the parties hereto

TERM

A term of 12 months from and including the 16th July 2019 to and including the 15th July 2020

RENT

The calendar monthly rent of £1695.00 (One Thousand, Six Hundred and Ninety Five Pounds)

PAYABLE

By bankers standing order to Akelius Residential Ltd Barclays London Corporate Bank plc 50 Pall Mall Leicestershire LE87 2BB account number 53734587 sort code 20-65-82. Ref:0004661.

RENT PAYMENT DATES

The sum of £914.84 (Nine Hundred and Fourteen Pounds and Eighty Four Pence) payable in advance on the 16th July 2019. The sum of £1695.00 (One Thousand, Six Hundred and Ninety Five Pounds) and on the 16th of each month thereafter throughout the Term

DEPOSIT

£1955.77 (One Thousand, Nine Hundred and Fifty Five Pounds and Seventy Seven Pence)

HELD BY

Akelius Residential Limited until the expiration or sooner determination of the Tenancy and to be returned without interest as detailed in Clause 6 hereof. Akelius Residential Limited is a Member of the Tenancy Deposit Scheme.

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## 1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

- 1.1 **Agent:** person/persons or company/companies responsible for letting or managing the Premises.
- 1.2 **End of the Tenancy:** means the termination of the Tenancy whether terminated by notice to quit, break notice, effluxion of time or terminated under the terms of the this Agreement or otherwise.
- 1.3 **Data Protection Law:** means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of personal data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the GDPR.
- 1.4 **Fixtures and Fittings:** the Landlord's furniture, fixtures, furnishings or goods or effects and floor or wall coverings and includes anything contained in the Inventory and Schedule of Condition or any items replacing the same from time to time.
- 1.5 **GDPR:** means the European General Data Protection Regulation, namely Regulation (EU) 2016/679.
- 1.6 **HA 1988:** Housing Act 1988.
- 1.7 **Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.
- 1.8 **Inventory and Schedule of Condition:** is the document drawn up prior to the commencement of the Tenancy by the inventory clerk which shall include the Fixtures and Fittings in the Premises their condition and all other matters relating to the state and condition of the Premises, a copy of which will be given to the Tenant at the start of the Tenancy.
- 1.9 **LTA 1985:** Landlord and Tenant Act 1985.
- 1.10 **Member:** means the registered member of the TDS.
- 1.11 **Scheme Administrator:** administrator of either a custodial or insurance TDS.
- 1.12 **Superior Landlord:** means the person for the time being who owns any interest in the Premises which gives him the right to possession of the Premises at the end of the Superior Lease.
- 1.13 **Superior Lease:** means the lease (if any) under which the Landlord holds the Premises or the property of which the Premises forms part.
- 1.14 **TDS:** tenancy deposit scheme, as defined in section 212(2) of the Housing Act 2004.
- 1.15 **Working Day:** A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.16 Clause headings shall not affect the interpretation of this Agreement.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.19 A reference in this Agreement to **Deposit, Premises, Rent, Rent Payment Dates, and Term** has the respective meaning given in the Particulars.
- 1.20 Unless the context otherwise requires, the terms **controller, processor, processing/process, personal data, special categories of data and data subject** shall be interpreted and construed by reference to Data Protection Law.

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- 1.21 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.22 References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time before or after the United Kingdom ceases to be a Member State of the European Union.
- 1.23 A reference to writing or written includes faxes and e-mail.
- 1.24 Any reference to Tenancy or Agreement refers to the tenancy created under this Agreement and any extension or continuation or any statutory periodic tenancy which may arise following the end of the period of this Agreement.
- 1.25 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.26 Any obligation in this Agreement on a person not to do something includes an obligation not to agree permit or allow that thing to be done.
- 1.27 References to clauses are to the clauses of this Agreement.
- 1.28 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy.
- 1.29 A reference to the Tenant includes the person or persons who for the time being are entitled to occupy the Premises under this Agreement.
- 1.30 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, such persons will be liable for all sums due under the Agreement, not just liable for a proportionate part.


**2. GRANT OF THE TENANCY**

- 2.1 The Landlord lets the Premises to the Tenant for the Term.
- 2.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

**3. FIXTURES AND FITTINGS**

- 3.1 The Tenant shall keep the Fixtures and Fittings in good and clean condition and shall return the Fixtures and Fittings to the Landlord at the End of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.
- 3.2 The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDS in which the Deposit is held.
- 3.3 The Landlord and the Tenant agree to sign (or have signed by a representative) the Inventory and Schedule of Condition of the commencement of the Tenancy.
- 3.4 The Landlord and the Tenant agree that at the End of the Tenancy they will meet to assess the Inventory and Schedule of Condition and any damage which shall be shown to have arisen during the course of the Tenancy.
- 3.5 If the Tenant or any representative, appointed by the Tenant shall not keep two or more appointments made by the Landlord or the Agent to check the Inventory and Schedule of Condition the Tenant agrees that the check will take place in his absence and the report prepared.
- 3.6 The cost involved for the checking in of the Inventory and Schedule of Condition shall be borne by the Tenant. The cost involved for the checking out of the Inventory and Schedule of Condition shall be borne by the Landlord or the Agent.
- 3.7 The Tenant will pay the additional cost incurred by the Landlord or 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 representative fails to attend a mutually agreed second appointment.

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**4. RENT**

- 4.1 The Tenant shall pay the Rent monthly in advance on or before the Rent Payment Dates whether formally demanded or not without deduction or set-off.
- 4.2 The Tenant shall pay interest at the rate of 4% per annum above HSBC Bank's base rate on any Rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the Rent should have been paid until the date the Rent is actually paid.
- 4.3 The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1989 or any other statutory remedies available to recover possession of the Premises.
- 4.4 The Tenant shall not withhold the payment of any instalment of Rent or other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his or the Agent's possession monies in respect of the Deposit.
- 4.5 The Tenant shall pay all reasonable charges to cover the costs incurred by the Agent for sending each and every letter to the Tenant requesting payment of Rent which is in arrears for a period of 7 days or more.
- 4.6 Acceptance of cheques or other payments in supplement of Rent drawn on accounts other than those of the Tenant named herein shall be accepted solely as agent for the Tenant.
- 4.7 The Tenant shall pay any reasonable charges or other costs incurred by the Landlord or the Agent if any cheque provided by the Tenant is dishonoured or if any standing order is withdrawn.

**5. DEPOSIT**

- 5.1 Before the commencement of the Tenancy hereby created the Tenant shall deposit with the [Agent] the Deposit to be held against all possible liability arising by reason of the Tenant's failure to observe and perform the obligations in this Agreement including the obligation to pay rent.
- 5.2 At the End of the Tenancy, the Landlord or the [Agent] shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- make good any damage to the Premises and/or the Fixtures and Fittings (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Premises and/or Fixtures and Fittings;
  - replace any of the Fixtures and Fittings which may be missing from the Premises;
  - pay any Rent which remains unpaid;
  - pay for the Premises and/or the Fixtures and Fittings to be cleaned if the Tenant is in breach of its obligations under clause 3.1 or clause 9 of this Agreement; and
  - pay any reasonable costs incurred in compensating the Landlord for or rectifying or remedying any breach by the Tenant of the terms of this Agreement.
- 5.3 The Landlord or the Agent shall not be obliged to refund the Deposit or any part of the Deposit on any charge in the person or persons, who for the time being, comprise "the Tenant".
- 5.4 When more than one person is comprised at the time being in the expression "the Tenant" the Deposit may be repaid to any one of more of such persons to the exclusion of the remaining Tenant or Tenants and such repayment shall discharge the Landlord and the Agent from any obligations in respect of the Deposit.

**6. TENANCY DEPOSIT SCHEME**

- 6.1 The Deposit is protected by the Tenancy Deposit Scheme of 2 Brunel Court, Corner Hall, Lawn Lane, Hemel Hempstead, Herts HP3 8XX Tel: 0845 226 7837 E: [deposits@tds.ch.com](mailto:deposits@tds.ch.com) The Deposit is held by Akelius Residential Limited.
- 6.2 The Landlord has provided the information required under Section 213(5) of the Housing Act 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

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- 6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.
- 6.4 The Landlord shall inform the Tenant within 20 Working Days of the End of the Tenancy if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5. 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.
- 7. USE OF PREMISES**
- 7.1 The Tenant shall only use the Premises as a private dwelling house, for the use of the Tenant and the Tenant's immediate family.
- 7.2 The Tenant shall not use the Premises for the purposes of conducting a business.
- 7.3 The Tenant shall not keep any pets or any other animals reptile or bird on or in the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld). If consent is given, it shall be revocable upon reasonable written notice to the Tenant.
- 7.4 The Tenant shall not do or suffer to be done anything to or on the Premises that:
  - (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
  - (b) involves using the Premises for immoral or illegal purposes; or
  - (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.2 or causing any increase or additional premium to become payable for the said insurance (and the Tenant shall repay to the Landlord all sums from time to time paid by way of increased premiums and all reasonable expenses incurred by the Landlord resulting directly or indirectly from a breach of this clause). The Landlord will provide the Tenant with a summary of the relevant insurance requirements.
- 7.5 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Premises within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 7.6 The Tenant shall not make or have made any duplicate keys, fobs, security devices and remote controls to the Premises nor to replace nor add any new locks to the Premises without the prior written consent of the Landlord or the Agent (except in the case of an emergency). The Tenant agrees to provide one full set of key fobs and remote controls of the new locks at all times to the Landlord or the Agent.
- 7.7 The Tenant shall hand over to the Landlord or the Agent at the End of the Tenancy all key fobs, security devices and remote controls to the Premises and if any are missing the Tenant shall pay the cost of changing the relevant locks and replacing the fob security devices or remote controls.
- 7.8 The Tenant shall not keep or use any paraffin heater, liquefied petroleum or portable gas heater in the Premises nor to store or bring upon the Premises any articles which are combustible, inflammable or dangerous in nature apart from those required for general household use.
- 7.9 The Tenant shall not keep petrol on the Premises (other than a small amount if required for a lawnmower which shall be kept in airtight containers and in an outbuilding at the Premises).
- 7.10 The Tenant shall insure that any gas barbeque belonging to Tenant is stored in an outbuilding at the Premises.
- 7.11 The Tenant shall not hang any laundry, clothing or other articles on any balconies or railings or walls forming part of the exterior of the Premises.
- 7.12 The Tenant shall remove all rubbish from the Premises and place the same within the dustbin or receptacle as provided and ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dust bin.
- 7.13 The Tenant shall not engage any contractual workmen or otherwise incur expenditure on the Landlord's behalf without the prior written consent of the Landlord or the Agent.

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- 7.14 The Tenant shall not leave the Premises unattended for a period of more than twenty-eight consecutive days without prior written notice to the Landlord or the Agent. In such event the Tenant agrees to comply with the Landlord's insurance policy(ies) in respect to vacant and empty properties. A copy of the said policy documentation will be provided upon request to the Landlord or the Agent.
- 7.15 When the Premises are left unattended the Tenant shall fasten securely all locks fitted to doors and windows at the Premises and ensure that the burglar alarm (if any) is activated in accordance with the manufacturer's instructions relating thereto.
- 7.16 The Tenant shall be responsible for all charges which may be levied if the burglar alarm is set off deliberately or accidentally by any act or omission of the Tenant or any person sleeping and/or visiting the Premises with the consent of the Tenant. The Tenant shall be responsible for any charges for maintenance or repair of the burglar alarm.
- 7.17 The Tenant shall immediately notify the Landlord or the Agent of any code alterations or altered instructions to the burglar alarm.
- 7.18 The Tenant shall not at any time do any act, matter or thing in respect to the Premises which contravenes the legislation for the time being in force relating to town and country planning nor shall the Tenant make any applications for planning permission in relation to the Premises.
- 7.19 The Tenant shall promptly forward to the Landlord or the Agent any formal or legal notice delivered to the Premises relating to it or to its neighbouring properties.
- 7.20 The Tenant shall perform and observe the estate management rules and the covenants on the lessee's part contained in the Superior Lease (if any) and shall provide the Superior Landlord or freeholder (if any) with any reference or further information that the Landlord hereunder cannot provide as the Landlord or the Agent shall require in order to obtain permission for a sub-tenancy to be created. A copy of the estate management rules and/or the Superior Lease by which the Premises are held (if any) can be provided to the Tenant upon request.
- 7.21 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the property or in any communal areas of the building. If any damage is caused to the decoration of the property or contents within the property due to smoking, then at the end of the tenancy, the Tenant agrees to reimburse the Landlord with the reasonable cost of re-statement of any damaged goods and/or decoration.

**8. ASSIGNMENT OR SUBLETTING**

- 8.1 The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Premises and shall not enter into nor permit the entry into of any agreement or arrangement whereby protection may be afforded to an occupant of the Premises pursuant to the Landlord & Tenant Act of 1954 or the Housing Act of 1998 and 1996 or any statutory amendment or re-enactment of any of them.
- 8.2 The Tenant shall not take in or receive any paying guests or lodgers.
- 8.3 The Tenant shall not at any time during the said Term sell, charge or part with possession of all or any of the Fixtures or Fittings.

**9. REPAIRS AND ALTERATIONS**

- 9.1 The Tenant shall take reasonable precautions to keep the interior and exterior of the Premises including any Fixtures and Fitting in the same repair and condition throughout the Tenancy as at the commencement of the Tenancy excepting only those alterations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985, and the Gas Safety (Installation and Use) Regulations 1998. Fair wear and tear due to reasonable use and damage by Insured Risks is excepted unless the same shall result from any act or omission on part of the Tenant or any person sleeping in or visiting the Premises with the consent of the Tenant.
- 9.2 The Tenant shall keep the interior of the Premises clean, tidy and in the same condition and decorative order as at the start of the Tenancy (except for fair wear and tear). Damage by insured risks is excepted unless the same shall result from any act or omission on the part of the Tenant or any person sleeping in or visiting the Premises with the consent of the Tenant.
- 9.3 If the Premises have a garden patio or terrace, the Tenant shall hand back the same at the End of the Tenancy in the same state and condition as it was at the commencement of the Tenancy.

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- 9.4 The Tenant shall keep the inside and (where reasonably accessible) outside of all windows at the Premises clean and any event shall clean the same at the End of Tenancy.
- 9.5 The Tenant shall promptly replace and pay for all broken glass at the Premises where the breakage of the same resulted from any act or omission of the Tenant or any person sleeping in or visiting the Premises with the consent of the Tenant. In the event that the breakage of any of the said glass was not as a result of any such act or omission the Tenant shall notify the Landlord or the Agent of the breakage immediately.
- 9.6 The Tenant shall use the Premises in a reasonable manner and keep the Fixtures and Fittings clean and in the same order and preservation as at the commencement of the Tenancy (fair wear and tear and damage by accident or fire and the Insured Risks only excepted) and so far as possible shall forthwith replace with articles of the same sort and equal value such as may be lost, broken or destroyed or shall compensate the Landlord for any omission to replace as aforesaid and to repair and make good such articles as may be damaged by the Tenant or any person sleeping in or visiting the Premises (including contractors) with the consent of the Tenant.
- 9.7 The Tenant shall not permit or suffer any of the Fixtures and Fittings or any substituted Fixtures and Fittings to be removed from the Premises otherwise than for necessary repairs (whereupon notice shall be given to the Landlord or the Agent) without the consent of the Landlord or the Agent.
- 9.8 At the End of the Tenancy the Tenant shall have professionally cleaned any carpet, upholstery, sofas, curtains and other articles shown by reference to the Inventory and Schedule of Condition to have been soiled during the Tenancy. In any event the Tenant shall have the carpet and other upholstery professionally cleaned at least once in every 12-month period of occupation.
- 9.9 The Tenant shall ensure that any smoke and/or carbon monoxide alarm(s) installed in the Premises is kept free from obstruction and in good working order and where such alarm(s) is battery operated that the battery is replaced when necessary to ensure the alarm(s) is fully operational at all times.
- 9.10 Subject to the Landlord's obligations in relation to repair contained in this Agreement, the Tenant shall ensure all electrical, gas and other appliances are kept in good working order and shall repair or replace any defective part or parts caused through negligence or ill-treatment by the Tenant or any person visiting the Premises with the consent of the Tenant and to replace all light bulbs, fluorescent tubes, batteries and electrical fuses when necessary.
- 9.11 Upon receiving written notice from the Landlord or the Agent requesting any repairs or other work to be carried out which are the Tenant's responsibility under this Agreement, the Tenant shall carry out the same within one month of the service of such notice (or sooner where appropriate) and if the Tenant shall fail to comply with such notice the Landlord or the Agent may enter upon the Premises upon 24 hours prior written notice, save in the event of an emergency with workmen and carry out such repairs or other works the cost of which will be payable by the Tenant.
- 9.12 The Tenant shall keep all chimneys and flues (if any) thoroughly swept and in any event shall leave swept and cleaned at the End of the Tenancy.
- 9.13 The Tenant should take all appropriate precautions including any that may be required from time to time by the Landlord to prevent damage occurring to any installation in the Premises which may be caused by frost.
- 9.14 The Tenant shall ensure that the Premises are adequately ventilated at all times to prevent mould and condensation.
- 9.15 The Tenant shall notify the Landlord or the Agent of any damage, destruction, loss or disrepair to the Premises or the Fixtures and Fittings however caused immediately it comes to the attention of the Tenant.
- 9.16 The Tenant agrees to allow access for the check of the Inventory and Schedule of Condition at the End of the Tenancy upon being given reasonable written notice.
- 9.17 The Tenant shall not cause any blockage to the sewers drains, gutters and pipes of the Premises. The Tenant shall keep cleansed and free from obstruction and clear any stoppages or blockages of all sewers, drains, gutters, pipes, sanitary apparatus, air vents and ducts exclusively serving or forming part of the Premises. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 11.5 of this Agreement.
- 9.18 The Tenant shall not make any structural alteration to the Premises or cut, maim, puncture, or injure any of the walls or partitions or timbers in the Premises or interfere with the Premises.
- 9.19 The Tenant shall not make any non-structural alteration or redecorate the Premises without the prior consent of the Landlord or the Agent (such consent not to be unreasonably withheld).

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- 9.20 The Tenant shall not deface the Premises or permit or suffer it to be defaced internally or externally nor to affix any picture or other object to the walls unless they are affixed by using commercially produced picture hooks provided that they are not excessive in quantity nor hang any picture or poster with "Blue-Tac" or similar and further that the Tenant shall at the End of Tenancy or sooner determination make good any damage caused to the Premises
- 9.21 Not to erect or permit to project outside the Premises any wireless, aerial, satellite dish or television aerial nor place or exhibit any name advertisement notice board or notice of any description on any part of the Premises. If in breach of this cause the Tenant erects or allows anything to project outside the Premises the Tenant will be liable for the cost of removal and for making good any damage suffered to the Premises.
- 10. UTILITIES AND OUTGOINGS**
- 10.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, environmental charges, telephone, cable or satellite television (if the Premises has these) used by the Tenant at the Premises and immediately following the signing of this Agreement the Tenant shall notify the respective suppliers of this liability to pay such accounts and shall enter into such contracts as may be required.
- 10.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 10.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 10.4 The Tenant shall pay the council tax for the Premises.
- 10.5 If any of the costs in this clause are payable in relation to the Premises together with other property, the Tenant shall pay a fair proportion of all those costs.
- 10.6 The Tenant shall permit the Landlord and the Agent to advise the local authority and relative service providers of the Tenant's responsibilities including all relevant contact details for the Tenant which shall, where appropriate, include the disclosure of this Tenancy any continuation or renewal Tenancy and any information provided to the Agent or the Landlord prior to the Tenancy and the Tenant shall permit the local authority and relevant service provider to advise the Landlord or Agent of any information relating to the accounts at the End of the Tenancy.
- 10.7 The Tenant shall not have any additional key meters installed at the Premises or any other meter which is operational by the insertion of coins or a prepaid card or key nor change the supplier of the utilities without first notifying the Landlord or the Agent in writing of the name and address of the new supplier and at the End of the Tenancy (if the Landlord shall so desire) the Tenant shall be responsible and liable for all costs involved in transferring any change of supplier back into the original supplier.
- 10.8 Immediately before the End of the Tenancy the Tenant shall have any electricity, gas, water and telephone meters read and shall settle all outstanding accounts with such services on vacation of the Premises including any additional charges for its reconnection.
- 10.9 Immediately before the End of the Tenancy and vacation of the Premises the Tenant shall inform the Landlord or the Agent of all the utility suppliers to the Premises including addresses and account numbers.
- 10.10 The Tenant shall not allow or arrange for the telephone number at the Premises to be disconnected or removed from the Premises or the telephone number to be changed without the Landlord or the Agent's prior written consent, such consent not to be unreasonably withheld.
- 10.11 The Tenant shall purchase at his own expense the appropriate television broadcast receiving licence in respect of any television receiver at the Premises regardless of ownership and shall insure at all times during the Tenancy that there is a current valid television receiving licence enforced in respect of any television set in the Premises whether belonging to the Landlord or the Tenant or any hired company and should the Tenant have a hired television receiver to arrange for its return to the hirer at the End of the Tenancy.
- 10.12 In the event of any infestations arising during the Tenancy (unless it is due to an act or omission of the Landlord) the Tenant shall carry out at the Tenant's expense any pest control, disinfection or fumigation of the Premises which may be required and shall pay for any necessary redecoration and replace any articles destroyed or damaged in consequence of such infestation, fumigation or disinfection.
- 10.13 The Tenant shall pay any other charges or costs incurred by the Landlord as a result of any breach of these provisions.

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**11. LANDLORD'S COVENANTS**

- 11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Premises.
- 11.2 The Landlord shall insure the Premises and Fixtures and Fittings (unless they are insured by a Superior Landlord) to their full value against loss or damage by the Insured Risks, and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own possessions with a reputable insurer.
- 11.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 11.4 The Landlord shall allow the Tenant quiet enjoyment of the Premises without any interruption by the Landlord.
- 11.5 In accordance with section 11 of the LTA 1985, the Landlord shall:
- (a) keep in repair the structure and exterior of the Premises (including drains, external pipes, gutters and external windows);
  - (b) keep in repair and proper working order the installations in the Premises for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
  - (c) keep in repair and proper working order the installations in the Premises for space heating and heating water.
- 11.6 The Landlord shall not be required to:
- (a) carry out any works or repairs for which the Tenant is liable by virtue of this Agreement including any such arising from damage caused by the act or omission of the Tenant or any guest or invitee of the Tenant; or
  - (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.
- 11.7 The Landlord and Tenant confirm that the Tenant has been provided with a certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.
- 11.8 The Landlord shall comply with the Gas Safety (installation and use) Regulations 1998.
- 11.9 The Landlord shall provide the Tenant with a copy of the current Gas Safety Record compiled by an engineer who is on the Gas Safe Register.
- 11.10 The Landlord shall ensure all electrical appliances at the Premises comply with the Electrical Equipment (safety) Regulations 1994 and the Plugs and Sockets etc. Regulations 1994.
- 11.11 The Landlord shall ensure that all electrical work carried out at the Premises is carried out by an electrical contractor who is a member of an approved scheme under the Part P (Electrical Safety) Regulation 2005.

**12. DEFAULT BY THE TENANT**

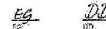
- 12.1 The Landlord reserves the right to re-enter the Premises if:
- (a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
  - (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
  - (c) the Tenant has breached the terms of this Agreement; or
  - (d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

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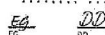
- 12.2 This clause 12.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.
- 12.3 If the Landlord re-enters the Premises pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.
- 12.4 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations including (without limitation) all losses and expenses arising from the following:
- (a) recovering or attempting to recover any Rent or other monies in arrears;
  - (b) the enforcement of any reasonable obligation of the Tenant under this Agreement;
  - (c) the service of any notice relating to any breach of this Agreement whether or not court proceedings are brought;
  - (d) the Tenant requesting to be released early from the obligations arising under the Agreement.
- 12.5 If the whole or part of the Premises is destroyed or damaged by fire, tempest, flood, explosion or other Insured Risks during the Tenancy and the total or part of the insurance money due under the Landlord's policy which covers such risks is not paid due to an act or failure of the Tenant, his family, visitors or contractors then the Tenant will pay such sums that are irrecoverable in addition to the Rent to the Landlord together with the reasonable professional fees incurred by the Landlord in respect to the same.
- 13. LANDLORD'S RIGHT TO ENTER THE PREMISES AND TO DISPLAY SIGNS**
- 13.1 The Landlord reserves the right for the Landlord or the Agent, or any person acting on behalf of the Landlord, to enter the Premises on giving at least 24 hours' prior notice in writing (save in the case of an emergency) to the Tenant:
- (a) to inspect the condition and state of repair of the Premises and the Fixtures and Fittings; or
  - (b) to carry out the Landlord's obligations under this Agreement or for the purpose of complying with any obligations imposed on the Landlord by law, including the annual gas safety check and other statutory regulations and requirements; or
  - (c) to carry out repairs or alterations to the next door premises; or
  - (d) to take gas, electricity or water meter readings; or
  - (e) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Premises or any other property; or
  - (f) to show prospective tenants or purchasers around the Premises.
- 13.2 The Landlord has the right to retain a set of keys to the Premises, which shall only be used with the prior consent of the Tenant, except in an emergency.
- 13.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Premises in the last two months of the Tenancy.
- 13.4 The Tenant shall grant access at all reasonable times to the Landlord or the Agent with any prospective purchaser or tenant to enter upon and view the Premises following service of a notice to terminate this Tenancy. If the Tenant shall unreasonably withhold access upon the Premises on more than two occasions during the period of two months following the service of notice to terminate this Tenancy it is agreed between the parties that the Landlord shall be permitted to deduct the sum of £100 from the Deposit in respect of each additional occasion when access is denied.
- 14. EXPIRY OF THE TENANCY**
- 14.1 At the End of the Tenancy, the Tenant shall return the Premises and the Fixtures and Fittings to the Landlord in the condition required by this Agreement.

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14.2 If the Landlord allows the Tenant to remain in the Premises after the Term has expired then the Tenancy shall continue as a contractual periodic tenancy on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least two month's notice in writing. The notice must end on the day before the rent is due.

14.3 The Landlord has the right to recover possession of the Premises if:

- (a) the Term has expired;
- (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Premises; and
- (c) at least six months have passed since the date of this Agreement.

14.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.

14.5 At the End of the Tenancy any goods or personal effects belonging to or in the possession of the Tenant or to any person who slept in or visited the Premises which shall not have been removed from the Premises shall be deemed to have been abandoned and the Landlord may dispose of such goods as he deems appropriate and any costs incurred in so doing will be payable by the Tenant.

#### 15. NOTICES

15.1 Any notice or documents requiring to be served hereunder upon the Tenant shall be sufficiently served if sent by first class post to the Tenant at the Premises or at the last known address of the Tenant (if different) and will be deemed delivered 2 working days later, which excludes Saturdays Sundays and public holidays or shall be sufficiently served if left addressed to the Tenant at the Premises by 5 p.m. or the last known address of the Tenant (if different) and the documents or notices will be deemed delivered on the next working day which excludes Saturdays Sundays and public holidays.

15.2 Any notice requiring to be served hereunder upon the Landlord shall be sufficiently served if sent by first class post to the Landlord or the Agent at the Landlord's Address for Service as stated in the Particulars, including notices in proceedings for the purpose of Section 48 of the Landlord and Tenant Act 1987.

#### 16. STATUTORY INFORMATION AND FORFEITURE

16.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales,

16.2 This Agreement is intended to create an assured shorthold tenancy as defined in Section 19A of the Housing Act 1988 and shall take effect subject to the provisions for the recovery of possession set out in Section 21 of that Act and that the Tenant hereby declares that for the duration of the Tenancy hereby created the Premises are to be his main and principal home as defined in the within the meaning of Part 4 of the Housing Act 1988.

#### 17. DATA PROTECTION

17.1 The Landlord shall (and shall procure that the Agent shall) comply with its privacy policy relating to the protection of the personal data of the Tenant which is available at [www.residential-akellus.co.uk](http://www.residential-akellus.co.uk) (or such other website as may be notified to the Tenant from time to time (Privacy Policy)).

17.2 The Privacy Policy describes in detail what personal data of the Tenant the Landlord may collect, how the Landlord shall use such personal data and how long it will retain it for. The Privacy Policy sets out who the Landlord may disclose such personal data to and the Tenant's rights and choices in relation to its personal data.

17.3 The Tenant acknowledges and agrees that the Landlord will:

- (a) process the personal data (including special categories of data) of the Tenant in accordance with Data Protection Law to provide letting and property management services to the Tenant (including, without limitation, in the performance of the Landlord's obligations under the Tenancy and to engage reference checking agencies to undertake checks (including, without limitation, credit reference checks) on the Landlord's behalf about the Tenant); and
- (b) process the Tenant's personal data within the European Economic Area (as set out in the Privacy Policy).

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SIGNED BY:

[Redacted Signature]

For and on behalf of  
The Landlord: AKELIUS UK TWELVE LTD

[Redacted Signature]

For and on behalf of  
The Landlord: AKELIUS UK TWELVE LTD

SIGNED BY:

[Redacted Signature]  
(Date: 24/06/2019)

The Tenant: David Samson Dove

[Redacted Signature]

The Tenant: Emily Ann Garrity

The Tenant:

The Tenant:

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TENANCY DEPOSIT SCHEME

Housing Act 2004

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

ADDRESS OF THE PREMISES TO WHICH THE TENANCY RELATES Flat 5, 39 Netherall Gardens, London, NW3 5RL


NAME OF LANDLORD(S) AKELIUS UK TWELVE LTD


ACTUAL ADDRESS OF THE LANDLORD (THIS MUST NOT BE THE AGENT'S ADDRESS UNLESS THE AGENT IS PROTECTING THE DEPOSIT UNDER TDS) 10 Bloomsbury Way, London, WC1A 2SL

EMAIL ADDRESS OF THE LANDLORD OR AGENT (IF APPLICABLE) LETTINGS@AKELIUS.CO.UK

TELEPHONE NUMBER OF LANDLORD OR AGENT 020 7871 9638

FACSIMILE NUMBER (IF APPLICABLE)

NAME OF TENANT(S) 

ADDRESS FOR CONTACT AFTER TENANCY ENDS 

EMAIL ADDRESS FOR TENANT (IF APPLICABLE) 


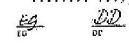
TELEPHONE NUMBER FOR TENANT

DEPOSIT AMOUNT £1955.77  
(One Thousand, Nine Hundred and Fifty Five Pounds and Seventy Seven Pence)

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is the earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A leaflet entitled "What is the Tenancy Deposit Scheme?" explaining how the Deposit is protected by the Housing Act 2004 is attached to this document for the Tenant by the person holding the Deposit.

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At the End of the Tenancy:

1. The Deposit will be released following the procedures set out in clause 6 of the Tenancy Agreement attached.
2. Deductions may be made from the Deposit according to clause 6 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.
3. The procedure for instigating a dispute regarding deductions from the Deposit at the End of the Tenancy is summarised in "What is the Tenancy Deposit Scheme?" which is attached to this document. More detailed information is available on: [www.tds.gb.com](http://www.tds.gb.com).
4. TDS is specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the Landlord of the Agent. Under these circumstances the Member must do the following:  
  
Make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex) - Tenant/Landlord using information readily available.  
  
Determine dilapidations, rent arrears and any other prospective deductions from the Deposit as they would normally do.  
  
Allocate the Deposit, pay the party who is present as appropriate, and transfer the amount due to the absent Tenant/Landlord to a suitably designated "Client Suspense (bank) Account".
5. A formal record of these activities should be made, supported by appropriate documentation.
6. Following sufficient time (usually at least six years) having elapsed from last contact from the absent Tenant/Landlord, the Member may then donate the amount allocated to them to a suitable registered charity - subject to an undertaking that any valid Claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.
7. Should the absent Tenant/Landlord return within that period and seek to dispute the allocation of the Deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms that he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

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SIGNED BY:

[Redacted Signature]

For and on behalf of

The Landlord: AKELIUS UK TWELVE LTD

[Redacted Signature]

For and on behalf of

The Landlord: [Redacted]

SIGNED BY:

[Redacted Signature]

David Samuel Stone (M) Ltd, 11th Fl.

The Tenant: [Redacted]

[Redacted Signature]

The Tenant: [Redacted]

The Tenant:

The Tenant:

The Deposit is safeguarded by the Tenancy Deposit Scheme which is administered by: Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts HP1 9GN. Tel: 0845 226 7837. Web: [www.tds.gb.com](http://www.tds.gb.com) Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com) Fax: 01442 253193.

The Dispute Service Limited also offers a service for enabling a dispute relating to the Deposit to be resolved without having to go to court.

Signature: [Redacted]

Email: [docs@akelius.co.uk](mailto:docs@akelius.co.uk)

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









# Flat 5, 39 Netherall Gardens - Tenancy Agreement - 40082.0005


Final Audit Report


2019-07-17


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Status:	Signed
Transaction ID:	CBJCHBCAABAa07_56yz8H2ONQpUxbZB-Pg2J37og0v

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
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(paul.grundy@akelius.co.uk) and 1 more  
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