



# **Assured Shorthold Tenancy Agreement**

for letting a  
residential  
dwelling

Doc ID: 6d31e682f1c2c325333e8599f5d08ec1e869786a

### **Important Notes for Tenants**

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

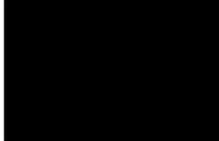
### **General Notes**

- This tenancy agreement is for letting furnished or unfurnished residential accommodation on an Assured Shorthold Tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
- Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
- This agreements may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
- Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
- Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property
- This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
- If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004 as amended by the Localism Act 2011. Take advice if necessary.
- Should the Landlord wish to gain vacant possession of the Property at the end of the fixed term of this agreement, a Section 21 Notice will need to be served by them to the Tenant in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988.
- Where a Section 21 Notice is not served by the Landlord of their intent to gain vacant possession at the end of the fixed term, or where both parties agree, the tenancy will revert to a periodic tenancy. All clauses in this agreement will still apply during a periodic tenancy except that the Landlord or Tenant will only be required to give at least one months' notice in writing of their intention to end the tenancy, in accordance with common law rules.
- The end date given in the written notice to end a periodic tenancy should be the final day of a monthly rental period. Should the Tenant not leave at the expiry of a given notice period, the landlord will be required to serve a Section 21 Notice, in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts.

**Landlord:** Orly Weinburger & Haim Maymon

**Of:** C/O Hoze Investments Ltd,



**Date:** 25 / 08 / 2020

**Landlord Agent:** Home-Made UK Properties Limited, trading as 'Home Made'.  
*Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord via his Agent*

**Tenant 1:** Katrina Rogala

**Property Address:** Flat 1, 12 Platts Lane, NW3 7NR

**Term:** For a term of 12 months, commencing on 5 October 2020 and ending on and including 4 October 2021  
The Landlord agrees to let and the Tenant agrees to take the property and, where applicable, the Fixtures and Fittings for the Term as specified above.

**Rent:** Monthly rent of £1,100.00 per calendar month

**Payment:** For the Term, payments shall be as follows:

- a. The first payment of £1,100.00 shall be made on the date of this agreement to **Home Made**, the Landlord's agent, for the period 5 October 2020 to 4 November 2020
- b. Thereafter, payments shall be made to the **Landlord** to arrive in his nominated account on the 5th of each month in the amount of £1,100.00
- c. The final payment for the period 5 September 2021 to 4 October 2021 shall be £1,100.00

**Bank Account:** Rent paid by the Tenant to the Landlord shall be by Standing Order to the following bank account:

**Account Name:** Haim Maymon & Orly Weinberger

**Sort Code:**

**Account Number:**



**Deposit:** The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the landlord for the reasonable costs of any breach of those obligations. The deposit of £1,269.23 is paid by the Tenant to the Landlord or the Landlord's Agent. The deposit is held in a custodial scheme with the Tenancy Deposit Scheme (TDS), of which the Landlord or the Landlord's Agent is a member. Deductions may be made from the deposit according to the terms of this agreement.

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**1. The Deposit:**

**1.1. The Deposit has been taken for the following purposes:**

- 1.1.1. Any damage, or compensation for damage, to the premises, its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 1.1.2. The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its Fixtures and Fittings.
- 1.1.3. Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
- 1.1.4. Any Rent or other money due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

**1.2. Conditions:**

- 1.2.1. It is specifically agreed that this money is not to be used by the Tenant as payment for any Rent due under this Agreement.
- 1.2.2. No interest shall be payable on this Deposit.
- 1.2.3. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the Tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet and website).
- 1.2.4. The Landlord or the Landlord's Agent should inform the Tenant within 21 days after the end of the Tenancy if they propose to make any deductions from the Deposit.
- 1.2.5. If there is no dispute the Deposit will be allocated according to the deductions agreed. If an agreement cannot be reached, any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication.
- 1.2.6. Where there are multiple tenants, each Tenant agrees with the other(s) that any one of them may consent on behalf of all Tenants to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the Deposit at the end of the Tenancy.

## **2. Tenant Responsibilities – the Tenant agrees with the Landlord:**

### **2.1. Rent and Charges:**

- 2.1.1. To pay the Rent on the days and in the manner specified to the Landlord or Landlord's Agent. Interest may be payable on any late rental payments.
- 2.1.2. To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone or telecommunications (if any) relating to the Property, where they are incurred during the period of this Agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone or telecommunications if the same is disconnected. The Tenant agrees to notify the Landlord or the Landlord's Agent prior to changing supplier for any of the utility services stated above.
- 2.1.3. To pay the television licence, where applicable, regardless of the ownership of the television set in accordance with Part 4 of the Communications Act 2003.
- 2.1.4. That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable charge may be made for any remedial works to compensate the Landlord or the Landlord's Agent for his expenses provided nothing herein shall limit the remedies available to the Landlord for breach of the terms of Tenancy.
- 2.1.5. If the Rent or any other sums payable to the Landlord by the Tenant are unpaid for fourteen days after becoming payable the Tenant shall pay interest from the due date to the date of payment at the rate of 3% per annum above the Bank of England Base Rate.

### **2.2. Use of the Property:**

- 2.2.1. Not to assign, sublet, part with possession of the Property, or let any other person live at the Property
- 2.2.2. To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so.
- 2.2.3. Not to register a company at the address of the Property.
- 2.2.4. Not to run a business solely from the Property.
- 2.2.5. Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property, including but not only, AirBNB paid guests.
- 2.2.6. Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises.
- 2.2.7. Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord.
- 2.2.8. Not to use or consume or allow to be used or consume any drugs or any other substance on the Property which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.

### 2.3. Condition of the Property:

- 2.3.1. Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused.
- 2.3.2. To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed.
- 2.3.3. To pay the reasonable costs reasonably incurred by the Landlord or the Landlord's Agent in replacing or repairing any furniture or other Contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other Contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other Contents from the Property.
- 2.3.4. To keep the gardens (if any) driveways, pathways, lawns, hedges, rockeries and ponds in good and safe condition and as neat, tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants.
- 2.3.5. To replace all broken glass in doors and windows damaged during the Tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests.
- 2.3.6. Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his Agent to be met by the Tenant.
- 2.3.7. To notify the Landlord or his Agent promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property.
- 2.3.8. Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage.
- 2.3.9. To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation.
- 2.3.10. Not to cause any blockage to the s, pipes, sinks or baths.
- 2.3.11. To ensure at the tenant's expense the control and removal of any signs of mildew or mould caused by condensation during the tenancy.
- 2.3.12. To pay costs incurred in abortive or unnecessary call outs for the property subject to the tenant being shown to be at fault.
- 2.3.13. To pay for the entire invoices and costs of any contractors that the tenant arranges without having previously obtained the Landlord's authority unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 2.3.14. To pay and arrange for the removal of all vermin pests and insects if infestation begins during the term (woodworm and wood boring insects excepted) unless such an infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 2.3.15. To pay any excess on the Landlord's insurance of the claim results from the negligence misuse or

failure to act reasonably by the tenant or any visitors or friends.

2.3.16. To neither smoke in or on the Property, nor to allow invited guests or visitors to do so and if in breach of this clause to be responsible for the reasonable costs or rectification of any damage caused or for any appropriate cleaning, fumigation and any other works required.

2.3.17. To ensure that all refuse is properly removed from the Property on a regular basis.

2.3.18. Not to use fixatives such as 'blu tac' on the walls nor add any additional picture hooks without prior permission from the Landlord and if in breach of this clause to be responsible for the reasonable costs or rectification of any damage caused or for any appropriate cleaning and any other works required.

2.3.19. Not to play any musical instrument or use any sound reproduction equipment make or allow to be made any noise which might be a nuisance to adjoining residents at any time, particularly between the hours of 11pm and 7am, and not to allow any such noise to be heard outside the property.

#### **2.4. Safety:**

2.4.1. Not to light candles in the Property and if in breach of this clause to be responsible for the reasonable costs or rectification of any damage caused, or for any appropriate cleaning and any other works required.

2.4.2. Not to keep any combustible or offensive goods provisions or materials on the Property.

2.4.3. Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.

2.4.4. To be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary.

2.4.5. To comply with the Gas Safety Regulations, it is necessary:

2.4.5.1. that the ventilators provided for this purpose in the Property should not be blocked; and;

2.4.5.2. that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or the Landlord's Agent.

#### **2.5. Other Tenant Responsibilities:**

2.5.1. To pay for any reasonable costs or damage suffered by the Landlord or the Landlord's Agent because of any breach of the agreements on the part of the Tenant in this Agreement.

2.5.2. To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the Rent is paid, to notify the Landlord or the Landlord's Agent, and to allow him access to the Property to secure it where necessary.

2.5.3. Within the last two months of the Tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a 24 hours period of notice.

2.5.4. Within seven days of receipt thereof, to send to the Landlord or the Landlord's Agent all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by any statute, regulation, order, direction or bye-law by any competent authority.

**2.6. End of Tenancy:**

2.6.1. To return the Property and Contents at the end of the Tenancy in the same clean state or condition as they were at the commencement of the Tenancy.

2.6.2. To leave the Contents at the end of the Tenancy in approximately the same places in which they were positioned at the commencement of the Tenancy.

2.6.3. To remove all personal possessions from the property once the tenancy has ended. If any of the Tenant's personal possessions are left in the property after the tenancy has ended, the tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the tenant will be liable for the reasonable cost of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

2.6.4. To return the keys of the Property to the Landlord or the Landlord's Agent at the end of the Tenancy, or such earlier date that the Tenancy is terminated pursuant to the terms of this Agreement (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord or the Landlord's Agent in securing the Property against re-entry where keys are not returned.

2.6.5. If the property is not vacated on the expiration or sooner of this Tenancy then the Tenant shall remain liable for the payment of rent until the property has been vacated.

**3. Landlord Responsibilities – the Landlord agrees with the Tenant:**

- 3.1. The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or the Landlord's Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or otherwise be in breach of the Tenancy Agreement.
- 3.2. If the Property is rendered uninhabitable by fire, flood or any other risk, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this Agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination.
- 3.3. The Landlord shall keep in repair and proper working order all mechanical and electrical items forming part of the Fixtures and Fittings.
- 3.4. The Landlord shall maintain buildings insurance for the Property with a reputable insurer.
- 3.5. The Landlord shall provide a copy of the relevant buildings insurance certificate and policy to the Tenant, if requested.
- 3.6. The Landlord shall 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 start of the Tenancy.
- 3.7. The Landlord shall confirm that all electrical appliances comply with Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 3.8. The Landlord will provide the telephone socket and infrastructure, but it is the Tenant responsibility to arrange the connection of such services from the utility supplier.
- 3.9. The Landlord shall remove all the possessions of the Landlord that do not form part of the Tenancy and any rubbish prior to the commencement of the Tenancy.
- 3.10. The Landlord agrees to carry out any repairing obligations as required by Section 11 of the Landlord and Tenant Act 1985 (see note 4).
- 3.11. The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from a superior landlord, lender, mortgagee, insurer, or others).

#### 4. The Parties Agree:

- 4.1. The Landlord may apply to the court to end this tenancy and re-enter the property if:
  - 4.1.1. the Tenant does not pay the Rent within 14 days of the date on which it is due; or
  - 4.1.2. the Tenant does not comply with the obligations set out in this Agreement; or
  - 4.1.3. the Landlord was induced to grant the tenancy by a false statement; or
  - 4.1.4. the Tenant, becomes bankrupt or an interim receiver of his property is appointed; or
  - 4.1.5. any of the Grounds specified in Schedule 2 of the Housing Act 1988 apply to this tenancy.
- 4.2. This termination clause operates subject to the proviso that the Landlord must obtain a court order before re-entering the Property. **Note: only a court can order the Tenant to give up possession of the property.**
- 4.3. Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home.
- 4.4. The Tenancy may be ended if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.
- 4.5. Before the Landlord can end this Tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5).
- 4.6. Whilst the Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with the Landlord and trusted third parties such as utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Agent will not divulge personal contact details to any third-party organisation for marketing purposes without prior approval.
- 4.7. If the Tenant vacates the Property during the Term, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires or the Property is re-let.
- 4.8. That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a period of 30 days, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the Tenancy. This means that the Landlord may take over the Property and re-let it.
- 4.9. That the Landlord or any person authorised by the Landlord or the Landlord's Agent may, at reasonable times of the day on giving 24 hours' written notice, unless in the case of an emergency, enter the Property to inspect its condition and state of repair.
- 4.10. The Landlord may consider a request to renew this Tenancy Agreement on the terms and conditions (including, without limitation, the monthly rent payable under any renewal) agreed between the Tenant and the Landlord. Any request to renew the Tenancy shall be made no later than two (2) months prior to the expiry of the initial Term of the Tenancy.
- 4.11. The Tenant's possessions are not covered by the Landlord's insurance policies. The Tenant is strongly advised to insure his belongings with a reputable insurer.
- 4.12. The Tenant and Landlord agree that this Agreement shall be governed by and construed in accordance with the law of England and Wales.

**5. Terms:**

- 5.1. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:
- 5.1.1. "The Landlord" means the person(s) who during the period of the tenancy have a legal interest in the Property.
  - 5.1.2. "The Tenant" means the parties to this Tenancy Agreement and includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the Agreement if the other members do not fulfil their obligations.
  - 5.1.3. "Property" or "Premises" includes any part or parts of the building boundaries fences garden and outbuildings 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 use of common access ways and facilities.
  - 5.1.4. "Fixtures and Fittings" or "Contents" means any of the fixtures, fittings, furnishings or effects own by the Landlord, floor, ceiling or wall coverings.
  - 5.1.5. "Inventory and Schedule of Condition" means the document drawn up prior of the commencement of the Tenancy by the Landlord, the Landlord's Agent or inventory clerk, which shall include the Fixtures and Fittings in the Property and shall be given to the Tenant at the start of the Tenancy.
  - 5.1.6. "Tenancy" or "Term" includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.



**6. Signatures:**

6.1. The Landlord certifies and confirms that:

- The information provided is accurate to the best of my/our knowledge and belief; and
- I/we have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

Landlord, or his Agent's, signature:

-  27 / 08 / 2020
-  27 / 08 / 2020

6.2. The Tenant(s) certifies and confirms that:

- I / we have been given the opportunity to read the information provided; and
- I/we am satisfied that this is a fair agreement.

Tenant(s) signature:

-  26 / 08 / 2020



HOME  
MADE

Doc ID: 6d31e682f1c2c325333e8599f5d08ec1e869736a

<b>TITLE</b>	Flat 1, 12 Platts Lane, NW3 7NR - Tenancy agreement
<b>FILE NAME</b>	Tenancy Agreement_1, 12 Platts Lane.pdf
<b>DOCUMENT ID</b>	6d31e682f1c2c325333e8599f5d08ec1e869786a
<b>AUDIT TRAIL DATE FORMAT</b>	DD / MM / YYYY
<b>STATUS</b>	● Completed

Document History



SENT

**25 / 08 / 2020**  
15:10:47 UTC

Sent for signature to Orly Weinberger  
[redacted] aim Maymon  
and Katrina Rogala  
[redacted] from info@home-made.com  
IP: 83.218.130.198



VIEWED

**26 / 08 / 2020**  
18:13:08 UTC

Viewed by Katrina Rogala [redacted]  
IP: 94.175.99.163



SIGNED

**26 / 08 / 2020**  
21:19:06 UTC

Signed by Katrina Rogala [redacted]  
IP: 94.175.99.163



VIEWED

**27 / 08 / 2020**  
18:56:26 UTC

Viewed by Orly Weinberger [redacted]  
IP: 86.22.86.86



SIGNED

**27 / 08 / 2020**  
18:57:14 UTC

Signed by Orly Weinberger [redacted]  
IP: 86.22.86.86

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Document History

 VIEWED	<b>27 / 08 / 2020</b> 19:01:40 UTC	Viewed by Haim Maymon ( [REDACTED] ) IP: 86.22.86.86
 SIGNED	<b>27 / 08 / 2020</b> 19:02:07 UTC	Signed by Haim Maymon ( [REDACTED] ) IP: 86.22.86.86
 COMPLETED	<b>27 / 08 / 2020</b> 19:02:07 UTC	The document has been completed.