THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2015

# The Parties to this Agreement and the Property

This agreement is made between

A. Mr Russell Keith Ambrose of 128 Finchley Road, London, NW3 6HT ("the landlord")

And

- B. Sweta Deb, Madhumini Bulathsinghala, Jerny Dela Cruz, Viyaasan Mahalingasiyam
- Of 12A Boydell Court, St Johns Wood Park, NW86NJ ("the tenants")

## And is made in relation to the property at:

Rotunda Studios, Rear of Barket House, 118 Finchley Road, NW3 5HT

#### The Main Terms of the Tenancy

| PROPERTY:   | The Landlord lets to the Tenant the Property situated at and known as<br>Rotunda Studios, Rear of Barket House, 118 Finchley Road, NW3 5HT  |
|-------------|---|
|             | together with the Fixtures and Fittings in and on the Property including all matters detailed in the Inventory and Schedule of Condition signed by the parties at the start on the Tenancy. |
| CONTENTS:   | The Property shall be let <b>furnished</b>  |
|             | The property contains furniture, fixtures, contents, and effects that are specified together with a description of  |
|             | their condition in the "Inventory and Schedule of Condition" prepared by the Landlord or the Landlord's Agent   |
|             | in accordance with clause 1 below.  |
| TERM:       | The Landlord lets to the Tenant the Property for a period of twelve months ("The Term") from and including  |
|             | <b>25</b> September 2015 to and including <b>25</b> September 2016.   |
|             | 26 th 25th  |
| RENT:       | The Tenant shall pay £550.00 per week being £2,383 payable monthly in advance ("the Rent") for the duration of the Tenancy subject to increases agreed on any renewals of the term.         |
|             | 26th  |
| RENT DUE DA | TE: The rent is to be paid until further notice in cleared funds in advance on the 26 day of each month without any   |
|             | Deductions, by <b>standing order</b> . Standing orders must be set up to ensure that payments are received by the Date Stated above.  |
|             |   |

**DEPOSIT:** The Tenant has paid to the Landlord when signing this Agreement £3,300.00 as a Deposit. At the end of the Tenancy the Deposit will be returned subject to the possible Deductions set out in clause 17 of this Agreement.

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

## **Definitions & Interpretation**

"Landlord(s)" includes anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.

"Tenant" includes anyone entitled to possession of the Property under this Agreement. Where more than one person comprise the Tenant, they will **each be responsible for complying with the Tenant's obligations 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

"Property" 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 Property is part of a larger building the Property includes the use of common access ways and facilities

"Fixtures & Fittings" include references to any of the fixtures, fittings, furnishings, or contents, floor, ceiling or wall coverings in or on the Property "Inventory and Schedule of Condition" is the record of Fixtures & Fittings in the Property drawn up prior to the commencement of the Tenancy by the Landlord or Inventory Clerk which will be given to the Tenant at the start of the Tenancy after the check in report has been prepared

"Tenancy" means the entire period the Tenant remains in the property including any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term

"Deposit" is the money held by the Landlord as Stakeholder during the Tenancy in case the Tenant should fail to comply with the terms of this Agreement

"Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures & Fittings contained in the Property

"Water charges" include references to water sewerage and environmental service charges.

"Superior Landlord" means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.

"Head Lease" sets out the obligations your Landlord has to his Superior Landlord (only if applicable).

References to the singular include the plural and references to the masculine include the feminine.

The Tenant and Landlord agree that the laws of England & Wales shall apply to this Agreement.

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# **Tenant's Obligations**

The Tenant agrees:

- 1 General
- 1.1 To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, which means they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together.
- 1.2 To take reasonable care not to permit or allow any licensee or visitor to do or not to do anything that breaches the obligations of the Tenant under this Agreement.
- **1.3** Not to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord (or his Agent) holds the Deposit or any part of it.

#### 2 Rent and Other Charges

- 2.1 To pay the Rent at the time and in the manner specified.
- 2.2 To pay interest on any payment of Rent not made as set out on page 1 of this Agreement. Interest shall be 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 2% above the Base Rate of Lloyds Bank.
- 2.3 To transfer the account and pay the Council Tax or any tax which may be substituted thereafter due in respect of individuals at the Property direct to the relevant local rating authority.
- 2.4 To pay all charges falling due for the following services used during the Tenancy and to pay a proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:
- water (including sewerage and other environmental services), electricity, any other fuel charges, telecommunications.To pay to the Landlord all reasonable costs and expenses incurred by the Landlord in:
  - recovering or attempting to recover any Rent or other monies in arrears
    - the enforcement of any reasonable obligation of the Tenant under this Agreement
    - the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought.
- 2.6 To pay any reasonable charges or other costs incurred by the Landlord or Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.
- 2.7 To pay for the television licence regardless of the ownership of the television set.
- 2.8 To repay to the Landlord and to compensate him for any council tax or substituted property tax paid to the local authority for the period of the Tenancy.
- 2.9 As a condition of entering into this tenancy agreement the tenant shall:

Ensure they have sufficient means to cover their liability for accidental damage to the landlord's property, furniture, fixtures, and fittings. The Tenant should provide the Landlord or his Agent with a copy of his current insurance certificate prior to the commencement of the tenancy detailing the cover held, the name and address of the insurer, the policy number and the date of renewal.

### 3 Utilities

- 3.1 To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Property that this Tenancy has started and to transfer the accounts for these services into the name(s) of the Tenant(s).
- **3.2** To inform the utility suppliers of the meter readings taken at the time of the check-in as shown on the Inventory and Schedule of Condition.
- **3.3** Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- 3.4 Not to change the telephone number at the Property.
- **3.5** Not to apply to British Telecom or other telecom providers on the termination of this agreement for the transfer of the telephone number to any other Property or for the disconnection of the service.
- **3.6** To pay to the Landlord all costs incurred in the re connection of any service following disconnection of the service whether caused by the Tenant s failure to comply with clause 3.1 or by anything done or not done (i e by either negligent act or omission) by the Tenant.
- **3.7** To arrange for the reading of the electricity and water meters, if applicable, at the termination of the Tenancy and to supply these readings to the utility suppliers

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**3.8** At the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant to the utility suppliers and to the local authority or if this is not done to permit the Landlord or the Agent to do the same.

### 4 The Condition of the Property: Repair, Maintenance and Cleaning

4.1 To keep the interior of the Property and the Fixtures & 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, and to make good or repair or replace with articles of similar kind and of equal value such of the furniture and effects as shall be destroyed lost broken and damaged.

The Tenant is not responsible for the following:

- fair wear and tear;
- any damage caused by fire unless that damage was caused by something done or not done (i.e. by either negligent act
  or omission) by the Tenant or any other person residing, sleeping in or visiting the Property;
- repairs for which the Landlord has responsibility (these are set out in paragraph 18.4 of this Agreement);
- damage covered by the Landlord's insurance policy.
- 4.2 To inform the Landlord or the Agent as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Property or the Fixtures and Fittings as set out in Paragraph 18.4 of this Agreement.
- **4.3** To use the Property in a proper and Tenant-like manner and in particular ensure that the Property is in a tidy and presentable state during the last eight weeks of the agreement when the Property is available to be viewed by prospective Tenants or purchasers.
- **4.4** To pay for the professional cleaning of the Property at the end of the Tenancy, to the same specification to which the Property and Fixtures & Fittings were cleaned prior to the start of the tenancy, as stated in the Inventory and Schedule of Condition.
- **4.5** To clean or pay for the cleaning of the inside and outside of the windows and any blinds fitted in the Property as often as necessary during the Tenancy and within one month before the end of the Tenancy.
- **4.6** To keep all smoke alarms (if applicable) in the same good working order as at the start of the Tenancy by replacing batteries where necessary.
- **4.7** To replace promptly, as soon as the breakage comes to the attention of the Tenant all broken glass with the same quality glass.
- **4.8** To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 4.10 To replace all electric light bulbs, fluorescent tubes and fuses where necessary.
- 4.11 To take reasonable precautions not to overload the electric circuits at the Property.
- 4.12 To ensure that any electrical appliances extension cables or adaptors belonging to the Tenant are in a safe condition.
- 4.13 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.
- 4.14 To keep all air vents, extractor fans and ventilation ducts clean and free from obstruction.
- **4.15** To pay for the reasonable costs of repair to the Property or the Fixtures and Fittings caused by any major failure of the Tenant, his family, or his visitors, to comply with the obligations set out in this section of the Agreement, with the exception of fair wear and tear and insured risks.
- **4.16** To elect whether to carry out repairs or other works required under this section of the agreement within one month, unless a shorter period is justified; or whether to authorise the Landlord to carry out the work at the Tenant's expense.
- **4.17** To allow the Landlord or appointed Agent to enter the property, with workmen, upon giving to the Tenant at least 24 hours' notice, to carry out repairs or other works required under clause 4.15 when the Tenant has failed to comply with his obligations under the above clause.

#### 5 Use of the Property

- 5.1 To use the Property for the purpose of a private residence only in the occupation of the Tenants named in this Agreement.
- 5.2 Not to register a company at the address of the Property.
- 5.3 Not to run a business from the Property.
- 5.4 Not to use the Property for any illegal purpose.
- 5.5 Not to hold or allow any sale by auction at the Property.
- 5.6 Not to use or consume or allow to be used or consumed any drug or any other substance which is, or becomes prohibited, or restricted by law other than in accordance with any conditions required for the legal use of such restricted substances.

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- 5.7 Not to play or permit to be played so as to be audible outside the Property any musical instrument or equipment before ten o clock a.m. or after eleven o'clock p.m., or at any time to act in any way which causes annoyance or nuisance to neighbours or other occupants of the building of which the Property forms part.
- **5.8** Not to decorate or make any alterations or additions to or in the Property without the prior written consent of the Landlord.
- 5.9 Not to remove the Fixtures & Fittings from the Property.
- 5.10 Not to store the Fixtures and Fittings in any way or place, within, or outside the Property that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the Property, without the written consent of the Landlord or the Agent.
- 5.11 Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior written consent of the Landlord or the Agent.
- 5.12 To pay all the costs of installation, removal and repair of any damage done as a result of a breach of clause 5.11 above.
- 5.13 Not to hang or fix any posters pictures or other items to the walls of the Property using nails, glue, blu-tac, sellotape or their equivalents, other than with a reasonable number of commercial picture hooks, unless consent is obtained from the landlord prior to and with the understanding that should consent be obtained it is the tenants responsibility to make to good and reinstatement prior to the end of this agreement.
- 5.14 To pay the reasonable costs of making good any excessive damage marks or holes caused by any fixings or their removal.
- 5.15 To hang laundry outside the Property only in places permitted for this purpose.
- 5.16 Not to keep any dangerous or inflammable materials (including paraffin, LPG or portable gas heaters) in or on the Property.
- 5.17 To take reasonable precautions to prevent infestation of the Property by vermin, or animal fleas. If infestation occurs due to something done or not done by the Tenant to pay the costs of removing the infestation and any fumigation and cleaning of the Property or any affected parts.
- **5.18** To remove all rubbish from the Property, during and at the end of the Tenancy, by placing it in a plastic bin liner and disposing of it in the dustbin or receptacle made available.
- 5.19 To dispose of all rubbish during and at the end of the Tenancy through the services provided by the Local Authority.
- **5.20** To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, at the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors or by any breach of this Agreement
- 5.21 To take reasonable precautions not to put or allow any oil grease or other harmful or corrosive substance to be put into the washbasins, lavatory basins, sinks or drains within or outside the Property.
- **5.22** To leave the furniture and effects at the expiration or sooner determination of the Tenancy in the rooms or places in which they were at the commencement of the Tenancy.

#### 6 Insurance

- 6.1 Not to do, or fail to do anything, that leads to the policy of insurance on the Property, or Fixtures & Fittings not covering any losses otherwise covered by the policy.
- 6.2 To pay to the Landlord any reasonable increased insurance premium, policy excess or necessary expenses incurred by the Landlord due to the failure of the Tenant to comply with clause 6.1 of this Agreement.
- 6.3 To promptly inform the Police or other authority and the Landlord or Agent as soon as possible of any fire, theft, loss or damage to the Property or Fixtures and Fittings.
- 6.4 To provide the Landlord or his Agent with written details of any fire, theft, loss or damage, under clause 6.3 above, within a reasonable time of that loss or damage having come to the attention of the Tenant
- 6.5 The Tenant's possessions are not covered by the Landlord's insurance policies.

#### 7 Locks and Alarms

- 7.1 To fasten all locks and bolts on the doors and windows when the Property is empty and at night.
- 7.2 Not to install or change any locks or bolts in the property without prior written consent of the Landlord, or the Agent, except in the case of an emergency.
- **7.3** Not to remove any lock or bolt fitted to the Property without the consent of the Landlord or Agent and to pay for the reasonable costs of making good.
- 7.4 To immediately provide the Landlord or the Agent with a set of keys to any new lock fitted on the property.
- 7.5 Not to have any further keys cut for the locks to the Property without notifying the Landlord or the Agent in writing of the number of additional keys cut.

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- 7.6 To return to the Landlord, or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement) all keys, remote controls, or other security devices for the Property and in the event that any such keys are not returned to pay the costs incurred by the Landlord in replacing the locks to which the keys belonged.
- 7.7 To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

#### 8 Garden

- 8.1 To keep the garden in the same style as at the commencement of the Tenancy.
- 8.2 Not to lop, prune, remove or destroy any existing plants, trees or shrubs without the written consent of the Landlord.

#### 9 Leaving the Property Empty

- **9.1** To notify the Landlord or the Agent in writing before leaving the Property vacant for any period of 21 days or more during the Tenancy.
- **9.2** To comply with and pay for any conditions or requirements set out in the Landlord's Policy of Insurance relating to empty premises. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 9.1 of this Agreement.
- **9.3** To pay any reasonable costs to ensure the security of the Property and the Fixtures and Fittings when it is vacant or unoccupied.

#### 10 Animals and Pets

10.1 Not to keep any animals or birds in the Property without the prior written consent of the Landlord or the Agent.

#### 11 Access and Inspection

- 11.1 To permit any Superior Landlord, the Landlord or the Landlord's Agent and all other persons Authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times during the Tenancy with prior appointment (except in case of emergency) to enter the Property and to examine the condition of the same or to inspect, maintain, repair, alter, improve or rebuild the Property or any adjoining or neighbouring Property or to maintain repair or replace the Fixtures Fittings and Effects or for the purpose of complying with any obligations imposed on the Landlord by law.
- 11.2 To allow the Property to be viewed at all reasonable times during normal working hours (between 8am and 7pm) by prior mutually convenient appointment or on reasonable notice either via the Tenant or with keys, during the last two months of the Tenancy; following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Property.
- 12.1 Not to assign, sublet, part with, or share the possession of all or part of the Property with any Other person without the prior consent of the Landlord or the Agent, which will not be unreasonably withheld
- 12.2 Not to take in lodgers or paying guests, or permit any person other than the person(s) named as the Tenants in this Agreement to occupy or reside in the Property; apart from occasional visitors; without the prior consent of the Landlord or the Agent, which will not be unreasonably withheld.

#### 13 Car Parking and Storage

- 13.1 There is no private vehicle parking
- **13.2** It is the Tenant s responsibility to verify whether they are eligible for any Residents' Parking Scheme operated by the relevant Local Authority. The granting of this Tenancy does not imply a right to obtain a Resident's Permit.

#### 14 Inventory and Checkout

- 14.1 To pay to the Landlord or Agent the **reasonable cost of the Check Out Inventory** at the end of the Tenancy (this may be deducted from deposit if agreed between the parties). The Landlord pays the cost of the Check In inventory.
- **14.2** To accept that the report of the Inventory Clerk will be prepared in the Tenant's absence if the Tenant or his agent does not attend the check-out.
- **14.3** To pay the Rent and other monies payable under this Agreement, when furniture or other Items belonging to the Tenant are left in the Property, until they are removed from the Property.

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**14.4** To pay for the removal, disposal or storage (for a reasonable period) of any items left in the Property belonging to the Tenant.

#### 15 Head Lease

15.1 To comply with the obligations of the Head Lease (if applicable).

#### 16 Notices

**16.1** To forward to the Landlord or the Agent at the address set out in paragraph 22.1 as soon as reasonably possible any notice or other communication which is delivered or posted to the Premises, or any order made by any authority which may affect, or apply to the Property, its boundaries or neighbouring properties.

#### 17 The Deposit

- 17.1 The deposit of £3,300.00 has been protected My Deposits, 3rd Floor, Kingmaker House, Station Road, Barnet, Herts EN5 1NZ. The Terms and Conditions and Rules governing the protection of the deposit including the repayment process can be found at <u>www.mydeposits.co.uk</u>. Telephone No. 0844 9800 290
- 17.2 The Deposit paid by the Tenant is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this agreement.
- 17.3 The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this agreement, whether expressly set out in this agreement or implied as part of the agreement. The Landlord wishes to provide the Tenant[s] with the Prescribed Information required under the Housing Act 2004 in order to make them aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit paid by the Tenant[s] at the start of the Tenancy
  - (a) If, as a result of any breach of this agreement by the Tenant, (and in so far as permitted by My Deposits and the Act), deductions are made from the Deposit (or any part of the Deposit) during the tenancy, the Tenant will pay to the Landlord upon written demand an amount of money to restore the Deposit to the full amount ("Top-up Funds"). In this event the Tenant will also pay to the Landlord all costs, fees and expenses incurred by the Landlord in protecting the Top-up Funds with My Deposits.
  - (b) No interest on the Deposit will be paid to the Tenant.
  - (c) At the end of the tenancy (howsoever determined) the Landlord or the Landlord's Agent will inspect and examine the Property, furniture, fixtures, contents and effects against the Inventory and Schedule of Condition prepared at the commencement of the tenancy and prepare a check out report ("the Check Out Report").
  - (d) The Landlord or Landlord's Agent will then compare the Check Out Report with the Schedule of Condition and Inventory in order to decide what deductions are to be made from the Deposit. For the avoidance of doubt the deductions will be made to compensate the Landlord for (but not limited to) the following:
    - (i) Any damage, or compensation for damage, to the Property, fixtures, fittings and effects caused by the Tenant, his family or visitors, including any such damage resulting from any breach of the terms of this agreement;
    - (ii) Any missing items from the Property;
    - (iii) Any professional cleaning costs to restore the Property to a good clean condition;
    - (iv) Any damage caused or cleaning required as a result of any pet(s) occupying the Property (whether or not the Landlord consented to the presence of any pets);
    - (v) Any instalment of the Rent which is due but remains unpaid at the end of the Tenancy plus any interest payable on such rent, and (for the avoidance of doubt) any interest due but unpaid on any late payments of rent during the term of the tenancy;
    - (vi) Any sum repayable by the Landlord to a local authority where housing benefits have been paid direct to the Landlord by the local authority;
    - (vii) Any unpaid account or charge for electricity, water rates, council tax (or any other property tax), telephone line rental and call charges, television licence fee and satellite or cable fees (if installed and applicable) used at the Property for which the Tenant is liable;
    - (viii) Any charge (where applicable) for the reconnection of any of the services set out in sub-paragraph (vii)

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above for which the Tenant is liable;

- (ix) Any unpaid accounts for environmental services or other similar services incurred at the Property for which the Tenant is liable;
- (x) Actual bank charges incurred by the Landlord or the Landlord's Agent if a cheque from the Tenant is dishonoured by the Tenant's bank or building society (if they are not previously paid by the Tenant to the Landlord or the Landlord's Agent during the course of the tenancy);
- (xi) Any outstanding costs and charges associated with the setting up and running of the tenancy, including but not limited to the Administration Costs;
- (xii) Any other monies due under this agreement;

(xiii) Any other breach by the Tenant of the terms of this agreement;

- (e) The Landlord will, within 10 days after termination of the tenancy (howsoever determined) either:
   return the Deposit to the Tenant if the Landlord does not intend to make any deduction from the Deposit; or
   notify the Tenant in writing of the deductions that the Landlord proposes ("the Landlord's Notification").
- (f) Upon receipt of the Landlord's Notification the Tenant must, within 10 working days, notify the Landlord in writing that the Tenant either:

- agrees to the deductions proposed in the Landlord's Notification ("the Tenant's Acceptance"); or - disputes the deductions proposed (either in whole or part) in the Landlord's Notification, setting out which proposed deductions (if any) are agreed and which are in dispute and explaining the reasons for such dispute ("the Tenant's Dispute Notification").

- (g) Upon receipt of the Tenant's Acceptance the Landlord will, within 10 working days, apportion and distribute the Deposit.
- (h) Upon receipt of the Tenant's Dispute Notification, the Landlord will within 10 working days apportion and distribute the part of the Deposit not in dispute (if any) and lodge that part of the Deposit in dispute with My Deposits. The Landlord and the Tenant shall, within 20 working days of the Landlord receiving the Tenant's Dispute Notification, make all reasonable attempts to come to an agreement and settle the dispute.
- (i) If the Landlord and Tenant come to an agreement over the proposed deductions, either the Landlord or the Tenant shall notify My Deposits of the agreement, and My Deposits shall (subject to paragraph 6 Schedule 10 of the Act) apportion and distribute the Deposit in accordance with the terms of the agreement.
- (j) If, after the expiry of 20 working days of the Landlord receiving the Tenant's Dispute Notification, there remains an unresolved dispute, the dispute will then be submitted to My Deposits Alternative Dispute Resolution procedure. The parties agree to co-operate with the procedure and be bound by its decision.
- (k) The Landlord and the Tenant's right to take legal action through the Courts remain unaffected by the above.

#### 18 Landlord's Obligations

The Landlord agrees:

- 18.1 To allow the Tenant to quietly live in and enjoy the Property during the Tenancy, except in an emergency, without any unlawful interruption (subject to the provisions of clause 11 above) by the Landlord or any person rightfully acting on behalf of the Landlord.
- **18.2** To obtain all necessary consents to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, insurers, or others).
- **18.3** To insure the buildings, and the contents of the Property belonging to the Landlord, under a general household policy with a reputable insurer.
- 18.4 To keep in good repair and working order all appliances, plumbing, mechanical and electrical equipment belonging to the Landlord and forming part of the Fixtures and Fittings and to maintain the same in such condition at his own expense during the term of the Tenancy, unless they have been damaged or broken due to the negligence or misuse of the Tenant, his family or visitors. The Tenant shall pay to the Landlord the cost of any repairs resulting from misuse or negligence by the Tenant, his family, or his visitors. The Landlord will not be responsible for any loss or inconvenience suffered by the Tenant as a result of the failure of any other supply or service to the Property by any other party or body.
- **18.5** To ensure that all the furniture, soft furnishings and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- **18.6** To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998.

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- **18.7** To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- **18.8** To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease (if applicable).
- 18.9 To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 18.10 To pay all outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.
- 18.11 To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy.
- **18.12** To pay for the professional cleaning of the Property and the Fixtures and Fittings prior to the commencement of the Tenancy.

# 19 Ending this Agreement

The Landlord and Tenant agree:

19.1 If at any time

(a) the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or (b) if any agreement or obligation of the Tenant is not complied with; or

(c) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 1, 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out;

or

(d) if the Tenant being an individual shall become bankrupt or enter into any arrangement with his 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 Tenant's goods; or
 (e) If the Property shall be left unoccupied for more than 21 days;

the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Property through the Courts. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

- **19.2** 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 whichever is earlier, whether or not the Tenant chooses to continue occupying the property. For the avoidance of doubt this clause will not take effect where the Tenant is operating a break clause contained in this Agreement.
- **19.3** The Landlord may bring the Tenancy to an end at any time (but not a day earlier than six months from the commencement date of this Agreement) by giving to the Tenant not less than two months written notice stating that the Landlord requires possession of the Property

## 20 Interruptions to the Tenancy

- 20.1 If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord s Policy of Insurance has insured Rent shall cease to be payable until the Property is reinstated and rendered habitable unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant or his visitors.
- **20.2** If the Property is not made habitable within one month, either party may terminate this Agreement with immediate effect by giving written notice to the other party.

#### General

## 21 Data Protection Act 1998

21.1 It is agreed that the personal information of both the Landlord and the Tenant will be retained by the Landlord and his appointed Agent in accordance with the above Act; that present and future contact details of the parties may be provided to each other utility suppliers, the local authority, any credit or reference providers and for debt collection.

## 22 Notices

22.1 The Landlord notifies the Tenant (in accordance with sections 47 and 48 of the Landlord and Tenant Act 1987) that the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is 128 Finchley Road, London, NW3 6HT.

Page 10 of 11

- 22.2 Any Notices served on the Tenant shall be sufficiently served if sent by ordinary First Class post or by Recorded Delivery or by Special Delivery to the Tenant at the Premises or the last known address of the Tenant, or if left addressed to the Tenant at the Premises, and shall be deemed delivered as follows:
  - in the case of ordinary First Class post, two working days after posting; or
  - in the case of Recorded Delivery, two working days after posting; or
  - in the case of Special Delivery, one working day after posting; or
  - when left addressed to the Tenant at the Premises, the same day.

#### 22.3 Special conditions:

Either party may bring the tenancy to an end at any time before the expiry of the term (but not earlier than six months from the commencement date of this agreement whichever shall be later) by giving to the other not less than two months written notice. Two months written notice must be given at any time throughout the tenancy in order to terminate the contract, even if the initial tenancy period has expired. This notice must also be in line with the rent due date (i.e. a Tenant wishing to vacate a property on 1st July 2015 must give notice no later than 1st May 2015) provided that such notice will not bring the tenancy to an end in the months of December and January, those months being disregarded for the purposes of calculation of the period of the notice.

The tenant understands, subject to agent and landlord consent, an existing tenant may request a tenant name change. Upon agreement of the landlord and agent it shall be the outgoing tenant's responsibility to successfully find a replacement tenant who must meet the standard agents referencing criteria. The outgoing tenant will be liable for an administration fee of £50.00 plus VAT and the new ingoing tenant shall liable for reference and administrational fee of £35.00 plus VAT.

You should read this document carefully and thoroughly. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement. If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

SIGNED BY: Sweta Deb, Madhumini Bulathsinghala, Jerny Dela Cruz, Viyaasan Mahalingasivam

.....

Sweta Deb,

Madhumini Bulaths

Jerny De Viyaasan Mahalingasiyam

SIGNED BY OR ON BEHALF OF Mr Russell Keith Ambrose

le. Marlen a

Page 11 of 11

HOUSING ACT 1988 Section 21 (1) (b) as amended by the HOUSING ACT 1996

ASSURED SHORTHOLD TENANCY: Fixed Term

# NOTICE REQUIRING POSSESSION

 DATE:
 {Date} 26 GEFTEMBER 2015

 TO:
 Sweta Deb, Madhumini Bulathsinghala, Jerny Dela Cruz, Viyaasan Mahalingasiyam

ADDRESS: Rotunda Studios, Rear of Barket House, 118 Finchley Road, London, NW3 5HT

I hereby give you notice in writing under section 21 (1) (b) of the HOUSING ACT 1988 that I require possession of the property known as:

ADDRESS: Rotunda Studios, Rear of Barket House, 118 Finchley Road, London, NW3 5HT

DATE POSSESSION REQUIRED: {Date in 2016} 25 SEPTEMBER 2016

FROM: Mr Russell Keith Ambrose

Signed by or on behalf of: Mr Russell Keith Ambrose (the Landlord)

lally

I/ We "the Tenants" acknowledge having received the original of this notice

Signed by "The Tenants" Sweta Deb, Madhumini Bulathsinghala, Jerny Dela Cruz, Viyaasan Mahalingasiyam

.....

Sweta Deb,

umini Bulaths

Jerny Dela Cruz,

Viyaasan Mahalingasivam

and must not be reproduced

# TENANCY AGREEMEN

for letting a furnished dwelling-house on an assured shorthold tenancy under Part I of the Housing Act 1988

6th september 2016

This is a form of legal document and is not produced or drafted for use without technical assistance, by persons unfamiliar with the law of landlord and tenant. DATE

PARTIES

IF EITHER PARTY DOES NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, HE OR SHE IS STRONGLY ADVISED TO ASK AN INDEPENDENT PERSON FOR AN EXPLANATION. SUCH AN EXPLANATION MIGHT BE GIVEN BY A SOLICITOR, A CITIZENS' ADVICE BUREAU OR A HOUSING ADVICE CENTRE.

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured shorthoid tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988.

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

#### DEPOSITS

If the landlord takes a deposit, the landlord must, within 30 days from the date of payment, give the tenant and any person who has paid the deposit on the tenant's behalf, certain written information about the way the deposit is protected. See the Housing Act 2004 s 213(5) and the Housing (Tenancy Deposits) (Prescribed Information) Order 2007, S.I. 2007/797. The landlord may not require a deposit which consists of property other than money.

1. **THE** Landlord

Well Mr Sarah Jane Ambrose C/0 128 Finchley Rd, London, NW3 3HT (Tel No 0207 431 8130)

#### 2. THE Tenant

Ms Aissatou Barry, Ms Jasmin Bjorg Dellenia, Mr Arthur Giovanni Carace and Mr Alessandro De Peppo Cocco

PROPERTY The dwelling-house at

Rotunda Studios, Rear of Barakat House, 116-118 Finchley Road,London,NW3 5HT

Together with the Fixtures, Furniture and Effects in the Property listed in the Inventory signed by the parties

| TERM    | A fixed term of Twelve Months Less a day months/year(s) from 7th September 2016 | (start date) |
|---------|---|--------------|
| RENT    | £ 2643.33 per Calendar Month  |              |
| PAYABLE | in advance by equal Monthly payments on the 7th day of each                     |              |

FIRST PAYMENT to be made on 7th September 2016

(date)

- THE Landlord lets the Property to the Tenant for the Term at the Rent payable as set out above.
- THIS Agreement creates an assured shorthold tenancy within Part I Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an assured shorthold tenancy.
- IF the Property is damaged to such an extent that the Tenant cannot live in it, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again unless
  - the cause of the damage is something which the Tenant did or failed to do as a result of which the Landlord's insurance policy relating to the Property has become void; and
  - (2) the Landlord had given the Tenant notice of what the policy required.

Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.

4. THE Tenant agrees with the Landlord \_\_\_\_Jointly and Severally

- (1) To pay the Rent as set out above
- (2) (a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
  - (b) To pay to the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those Regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property

(3) To pay for all gas, electricity, water and sewerage services supplied to the Property during the tenancy and to pay all charges for the use of any telephone at the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption

(4) Subject to clause 7 overleaf, to keep the drains, gutters and pipes of the Property clear. This means that if the tenancy is of a dwelling-house for a term of less than seven years and section 11 of the Landlord and Tenant Act 1985 (referred to in clause 7 below) applies, the landlord has to do any clearance work required in order to keep the drains, gutters and pipes in repair, but does not have to do small jobs which a reasonable tenant would do

(5) To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed. This clause does not oblige the Tenant to put the Property into better repair than it was in at the beginning of the tenancy

(6) To allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the day to inspect its condition and state of repair, if the Landlord has given 24 hours' written notice beforehand

(7) To use the Property as a private dwelling-house only. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so

(8) Not to alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire

(9) Not to do or allow anyone else to do anything on the Property which may be a nuisance to, or cause damage or annoyance to, the tenants or occupiers of any adjoining premises or which may adversely affect the energy efficiency rating or the environmental impact rating of the Property for the purposes of an energy performance certificate

- (10) (a) During the first three months of the tenancy not to assign or sublet the Property and not to part with possession of it in any other way
  - (b) Thereafter not to assign, sublet or part with possession of the Property in any way without the consent of the Landlord, that consent not to be unreasonably withheld

(11) To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord

(12) At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement

(13) Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning

(14) During the last twenty-eight days of the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day, if the Landlord has given 24 hours' written notice beforehand.

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5. IF the Tenant \_\_\_\_\_ Jointly & Severally

(1) is at least fourteen days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or

(2) has broken any of the terms of this Agreement

then, subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force.

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(Note: The Landlord cannot recover possession without an order of the court under the Housing Act 1988. Except in certain cases set out in the Act of substantial arrears of rent, the court has a discretion whether or not to make an order and is likely to take account of whether unpaid rent has later been paid or a breach of the terms of the tenancy has been made good.)

(Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.)

THE Landlord agrees with the Tenant –

(1) That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:

- (a) this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise
- (b) this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement

(2) To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay.

7. IF section 11 of the Landlord and Tenant Act 1985 applies to the tenancy, the Tenant's obligations are subject to the effect of that section.

(Note: As a general rule, section 11 applies to tenancies of a dwelling-house for a term of less than seven years. It requires the landlord to keep in repair the structure and exterior of the dwelling-house including drains, gutters and external pipes; and to keep in repair and proper working order the installations for the supply of water, gas and electricity, for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water. The landlord is not obliged to repair until the tenant has given notice of the defect, and the tenant is obliged to take proper care of the Property and to do small jobs which a reasonable tenant would do.)

- WHERE the context permits
  - "The Landlord" includes the successors to the original landlord
  - (2) "The Tenant" includes the successors to the original tenant
  - (3) "The Property" includes any part of the Property or the Fixtures, Furniture and Effects.

#### NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

M.M. M& Sarah Jane Ambrose C/O 128 Finchley Rd, London, NW3 5HT (Tel No 0207 431 8130) RUSSell

(This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales.)

AS WITNESS the hands of the parties on the date specified above

WIVSIGNED by the above-named RUSSELL AMBROSE Mar Sarah Jane Ambrose C/O 128 Finchley Rd, London, NW3 3HT (Tel N (the Landlord) in the presence of

#### SIGNED by the above-named

Ms Aissatou Barry, Ms Jasmin Bjorg Dellenia, Mr Arthur Giovann + (the Tenant) in the presence of μK. A. Cocco Αιζώλημας ΝΞ

rerrs COCC

C:\LIsers\.lohn\Documents\Mv Ovez Documents\116-118 Finchlev Road NW3 5HT olf

AGREE20/3

### DATED

6-9-16

Ms Sarah Jane Ambrose C/0 128 Finchley Rd,London,NW3 3HT (Tel No 0207 431 8130)

#### and

Ms Aissatou Barry, Ms Jasmin Bjorg Dellenia, Mr Arthur Giovanni Carace and Mr Alessandro De Peppo Cocco

# Tenancy Agreement for letting furnished dwelling-house at

Rotunda Studios, Rear of Barakat House, 116-118 Finchley Road, London, NW3 5HT

#### on an assured shorthold tenancy

Rent £ 2643.33

Jacum Dettoring Alende D. Dyche Alende D. Dyche Alende D. Dyche

OVEZ 7 Spa Road, London SE16 3QQ www.oyezforms.co.uk

© 2002, 2007, 2008, 2012 Agreement 20 [All rights reserved.] 2012 Edition 4.2012 5004384 AGREE20/4

14a)To pay on the signing of this agreement the sum of £3660.00 to be held by the landlord and to be registered with there chosen Tenancy Deposit Scheme after the tenant moves in as security against any claim by the landlord for any dilapidations or damage to the premises garage (if any) fences, hedges (if any) or walls there to furniture, fixtures, fittings and effects or any loss suffered by the landlord in respect of the tenants liabilities for gas, electricity, water rates (if applicable) telephone or any other charges payable by the tenant/s or monies due to the landlord by reason of any breach or non-performance of the tenants/s of any conditions or agreements contained herein and to be observed or performed by the tenant/s provided that the deposit paid in security in accordance with this clause shall not be applied by the tenant/s in payment of rent due under this agreement, returnable upon vacating the flat and the above being adhered to.(b) Not to keep or permit to be kept upon the premises any animals or pets. (C) Not to use or permit to be used on the premises any paraffin heaters.(D)To Notify the landlords or their agents within 12 hours of any damage that has been or may be caused by water penetration, fire burglary or any other causes.(E) Not to deface or injure or permit to be defaced or injured (Fair, Wear and Tear accepted) the papering, paint work and decorations and the fixtures, fittings and appliances therein and not to use sellotape or any other decorations on the fixtures, fittings and appliances.(F)The tenant/s will preserve the fixtures and effects in good order and keep them from being destroyed or damaged and not remove any of them from the property.(G) To allow the landlord or their agents access to the property at reasonable times for the purpose of showing the property for sale (If Applicable) (H) The Tenant/s to be responsible for the T.V.Licence.(I) If any rent or any other money payable by the tenant/s to the landlord under the provisions hereof shall not be paid within 7 days on the day which it becomes due the same shall be payable with interest thereon at the rate of 4% per annum above the base minimum lending rate of the landlord bankers for the time being in force calculated on a day to day basis from the day upon which it becomes due down to the day of payment.(J) Leave the furniture, fixtures and effects at the end of the tenancy in the same rooms which they were at the beginning of the tenancy and make good or repair/replace all such items of furnishings that are lost or broken to the same standard.(K) The property upon vacation must be left in the same state of repair and cleanliness as when the tenant/s moved into the property (Fair wear and tear accepted.(L)The landlord will make a small deduction for cleaning from the deposit. If applicable (M) The deposit cannot be used as the last months rent and the tenant/s hereby signing the the tenancy agreement hereby acknowledge this and this will be adhered to.(N) The landlord and the tenant(s) understand, acknowledge and accept that Berns & Co are only the Introducing agents and shall have no liability under this agreement.

(O)It is the tenants responsibility to have taken out insurance on there own possessions. The tenants will have no claim to compensation from the landlords or landlords agents should any of there possessions go missing from the flat..Should the need arise they will have to claim from there own insurers

(P) The landlord will maintain the fixture and fittings and white goods (ie Fridge, Oven, hob) in the property at there own cost. The landlords must be informed within 12 hours should any item break down. Should any of the goods be misused by the tenants then the tenants will be responsible for repair at there own cost. If they are beyond repair due to serious misuse by the tenants than the tenants will be responsible for replacement at there own cost. (Q) No Smoking in the flat

(R) At any time after the expiration of five months from the commencement of the term the tenant may give one months notice in writing to the landlord stating that the tenant requires to vacate the property at the expiration of the said notice and at any time after the expiration of five months from the commencement of the term the landlord may give two months written notice to the tenant stating that the landlord requires the tenant to vacate the property at the expiration of the said notice whereupon the tenant will vacate the property at the expiration of the said two month period.

SIGNED and AGREED\_\_\_\_\_\_ Aleub & My Gib Jasen Dellerie About

and must not be reproduced

# TENANCY AGREEMENT

for letting a furnished dwelling-house on an assured shorthold tenancy under Part I of the Housing Act 1988 10th - Dre-2012

DATE This is a form of legal document and is not produced or drafted for use without technical assistance, by PARTIES persons unfamiliar with the law of

1. THE Landlord Russel)

W.W. Mr Garah Jane Ambrose C/0 128 Finchley Rd, London, NW3 3HT (Tel No 0207 431 8130)

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured shorthold tenancy unless it fails within any paragraph in Schedule 2A of the Housing Act 1968.

IF EITHER PARTY DOES NOT UNDERSTAND THIS AGREEMENT OR

UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, HE OR SHE IS STRONGLY ADVISED TO ASK AN INDEPENDENT PERSON FOR AN EXPLANATION. SUCH AN EXPLANATION MIGHT BE GIVEN BY A SOLICITOR, A CITIZENS' ADVICE BUREAU OR A HOUSING ADVICE CENTRE

lord and tenant.

CENTRE

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

#### DEPOSITS

If the landlord takes a deposit, the landlord must, within 30 days from the date of payment, give the tenant and any person who has paid the deposit on the tenant's behalf, certain written information about the way the deposit is protected. See the Housing Act 2004 s 213(5) and the Housing (Tenancy Deposits) (Prescribed Information) Order 2007, S.I. 2007/797. The landlord may not require a deposit which consists of property other than money.

2. **THE** Tenant Mr Edmond Wang, Ms Farha Dowlut, Ms Rabbiya Naveed and Mr Mingyu Lu PROPERTY The dwelling-house at Rotunda Studios, Rear of Barakat House, 116-118 Finchley Road, London, NW3 5HT Together with the Fixtures, Furniture and Effects in the Property listed in the Inventory signed by the parties TERM A fixed term of Twelve Months Less a day months/year(s) from 10th June 2017 (start date) RENT £ 2643.33 per Calendar Month PAYABLE in advance by equal Monthly payments on the 10th day of each

FIRST PAYMENT to be made on 10th June 2017

(date)

- 1. THE Landlord lets the Property to the Tenant for the Term at the Rent payable as set out above.
- 2. THIS Agreement creates an assured shorthold tenancy within Part I Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an assured shorthold tenancy.
- 3. IF the Property is damaged to such an extent that the Tenant cannot live in it, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again unless
  - (1) the cause of the damage is something which the Tenant did or failed to do as a result of which the Landlord's insurance policy relating to the Property has become void; and
  - (2) the Landlord had given the Tenant notice of what the policy required.

Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.

- ML 4. THE Tenant agrees with the Landlord \_\_\_\_Jointly and Severally
  - (1) To pay the Rent as set out above
  - (2) (a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
    - (b) To pay to the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those Regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property

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(3) To pay for all gas, electricity, water and sewerage services supplied to the Property during the tenancy and to pay all charges for the use of any telephone at the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption

(4) Subject to clause 7 overleaf, to keep the drains, gutters and pipes of the Property clear. This means that if the tenancy is of a dwelling-house for a term of less than seven years and section 11 of the Landlord and Tenant Act 1985 (referred to in clause 7 below) applies, the landlord has to do any clearance work required in order to keep the drains, gutters and pipes in repair, but does not have to do small jobs which a reasonable tenant would do

(5) To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed. This clause does not oblige the Tenant to put the Property into better repair than it was in at the beginning of the tenancy

(6) To allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the day to inspect its condition and state of repair, if the Landlord has given 24 hours' written notice beforehand

(7) To use the Property as a private dwelling-house only. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so

(8) Not to alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire

(9) Not to do or allow anyone else to do anything on the Property which may be a nuisance to, or cause damage or annoyance to, the tenants or occupiers of any adjoining premises or which may adversely affect the energy efficiency rating or the environmental impact rating of the Property for the purposes of an energy performance certificate

- (10) (a) During the first three months of the tenancy not to assign or sublet the Property and not to part with possession of it in any other way
  - (b) Thereafter not to assign, sublet or part with possession of the Property in any way without the consent of the Landlord, that consent not to be unreasonably withheld

(11) To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord

(12) At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement

(13) Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning

(14) During the last twenty-eight days of the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day, if the Landlord has given 24 hours' written notice beforehand.

5. IF the Tenant \_\_\_\_\_ Jointly & Severally

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 (1) is at least fourteen days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or

(2) has broken any of the terms of this Agreement

then, subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force.

(Note: The Landlord cannot recover possession without an order of the court under the Housing Act 1988. Except in certain cases set out in the Act of substantial arrears of rent, the court has a discretion whether or not to make an order and is likely to take account of whether unpaid rent has later been paid or a breach of the terms of the tenancy has been made good.)

(Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.)

#### THE Landlord agrees with the Tenant -6.

(1) That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:

- (a) this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise
- this clause does not prevent the Landlord from taking lawful steps to enforce his rights (b) against the Tenant if the Tenant breaks any of the terms of this Agreement

(2) To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay.

7. IF section 11 of the Landlord and Tenant Act 1985 applies to the tenancy, the Tenant's obligations are subject to the effect of that section.

(Note: As a general rule, section 11 applies to tenancies of a dwelling-house for a term of less than seven years. It requires the landlord to keep in repair the structure and exterior of the dwelling-house including drains, gutters and external pipes; and to keep in repair and proper working order the installations for the supply of water, gas and electricity, for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water. The landlord is not obliged to repair until the tenant has given notice of the defect, and the tenant is obliged to take proper care of the Property and to do small jobs which a reasonable tenant would

- 8. WHERE the context permits -
  - "The Landlord" includes the successors to the original landlord (1)
  - "The Tenant" includes the successors to the original tenant (2)
  - "The Property" includes any part of the Property or the Fixtures, Furniture and Effects. (3)

# NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in W.W. proceedings) on the Landlord at the following address:

Ms Sarah Jane Ambrose C/O 128 Finchley Rd, London, NW3 5HT (Tel No 0207 431 8130) RUSSELL

(This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales.)

AS WITNESS the hands of the parties on the date specified above

WW SIGNED by the above-named Mr Russell Ma Sarah Jane Ambrose C/0 128 Finchley Rd, London, NW3 3HT (Tel N (the Landlord) in the presence of

# SIGNED by the above-named

Mr Edmond Wang, Ms Farha Dowlut, Ms Rabbiya Naveed and Mr Mingyu L $oldsymbol{V}$ (the Tenant) in the presence of

PP Russell Ambrose

C:\Users\John\Documents\Mv Ovez Documents\116-118 Finchlev Road NW3 5HT off

M.M. DATED 10 d - June 2017

Ms Sarah Jane Ambrose C/0 128 Finchley Rd,London,NW3 3HT (Tel No 0207 431 8130)

and

Mr Edmond Wang, Ms Farha Dowlut, Ms Rabbiya Naveed and Mr Mingyu Lu

# **Tenancy Agreement**

for letting furnished dwelling-house at

Rotunda Studios, Rear of Barakat House, 116-118 Finchley Road,London,NW3 5HT

on an assured shorthold tenancy

Rent £ 2643.33

OVEZ 7 Spa Road, London SE16 3QQ www.oyezforms.co.uk © 2002, 2007, 2008, 2012 Agreement 20 [All rights reserved.]

2012 Edition 4.2012 5004384 AGREE20/4

14a)To pay on the signing of this agreement the sum of £2643.33 to be held by the landlord and to be registered with their chosen Tenancy Deposit Scheme after the tenant moves in as security against any claim by the landlord for any dilapidations or damage to the premises garage (if any) fences, hedges (if any) or walls there to furniture, fixtures, fittings and effects or any loss suffered by the landlord in respect of the tenants liabilities for gas, electricity, water rates (if applicable) telephone or any other charges payable by the tenant/s or monies due to the landlord by reason of any breach or non-performance of the tenants/s of any conditions or agreements contained herein and to be observed or performed by the tenant/s provided that the deposit paid in security in accordance with this clause shall not be applied by the tenant/s in payment of rent due under this agreement, returnable upon vacating the flat and the above being adhered to.(b) Not to keep or permit to be kept upon the premises any animals or pets. (C) Not to use or permit to be used on the premises any paraffin heaters.(D)To Notify the landlords or their agents within 12 hours of any damage that has been or may be caused by water penetration, fire burglary or any other causes.(E) Not to deface or injure or permit to be defaced or injured (Fair, Wear and Tear accepted) the papering, paint work and decorations and the fixtures, fittings and appliances therein and not to use sellotape or any other decorations on the fixtures, fittings and appliances.(F)The tenant/s will preserve the fixtures and effects in good order and keep them from being destroyed or damaged and not remove any of them from the property.(G) To allow the landlord or their agents access to the property at reasonable times for the purpose of showing the property for sale (If Applicable) (H) The Tenant/s to be responsible for the T.V.Licence.(I) If any rent or any other money payable by the tenant/s to the landlord under the provisions hereof shall not be paid within 7 days on the day which it becomes due the same shall be payable with interest thereon at the rate of 4% per annum above the base minimum lending rate of the landlord bankers for the time being in force calculated on a day to day basis from the day upon which it becomes due down to the day of payment.(J) Leave the furniture, fixtures and effects at the end of the tenancy in the same rooms which they were at the beginning of the tenancy and make good or repair/replace all such items of furnishings that are lost or broken to the same standard.(K) The property upon vacation must be left in the same state of repair and cleanliness as when the tenant/s moved into the property (Fair wear and tear accepted.(L)The landlord will make a small deduction for cleaning from the deposit. If applicable (M) The deposit cannot be used as the last months rent and the tenant/s hereby signing the the tenancy agreement hereby acknowledge this and this will be adhered to.(N) The landlord and the tenant(s) understand, acknowledge and accept that Berns & Co are only the Introducing agents and shall have no liability under this agreement.

(O)It is the tenants responsibility to have taken out insurance on their own possessions. The tenants will have no claim to compensation from the landlords or landlords agents should any of their possessions go missing from the flat..Should the need arise they will have to claim from their own insurers

(P) The landlord will maintain the fixture and fittings and white goods (ie Fridge, Oven, hob) in the property at their own cost. The landlords must be informed within 12 hours should any item break down. Should any of the goods be misused by the tenants then the tenants will be responsible for repair at their own cost. If they are beyond repair due to serious misuse by the tenants than the tenants will be responsible for replacement at their own cost. (Q) No Smoking in the flat or Building

(R) At any time after the expiration of Five months from the commencement of the term on a rent day the tenant may give one months notice in writing to the landlord stating that the tenant requires to vacate the property at the expiration of the said notice and at any time after the expiration of Five months from the commencement of the term on a rent day the landlord may give two months written notice to the tenant stating that the landlord requires the tenant to vacate the property at the expiration of the said notice whereupon the tenant will vacate the property at the expiration of the said two month period.

SIGNED and AGREED

Alf Farha dwitt.



# AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY WITH My Deposits

**Important Notice** 

This document contains the Terms of the Tenancy of *Rear of Barkat House, 116-118 Finchley Road, Hampstead, London, NW3 5HT* 

It sets out the promises made by the Landlord and the Tenant to each other.

Both parties should read this document carefully and thoroughly and ask to be shown copies of any documents referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms with which both party does not agree and that it does contain everything both parties want to form part of the Agreement.

Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If either party is in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.



