

# TENANCY AGREEMENT

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

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.

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 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.

DATE 1st MARCH 2000

PARTIES 1. THE Landlord

LINDFIELD INVESTMENT CO LTD

2. THE Tenant



PROPERTY The dwelling-house at

GROUND FLOOR FLAT

23 ALVALEY GARDENS NW6 1SD

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

TERM A fixed term of ONE months/year(s) from 1st MARCH 2000 (start date)

RENT £2000-00 per month

PAYABLE in advance by equal monthly payments on the day of each month

FIRST PAYMENT to be made on (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.
3. IF the Property burns down or the Tenant cannot live in it because of fire damage, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996.
4. THE Tenant agrees with the Landlord —
  - (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 indemnify the Landlord in respect of any council tax which (during the tenancy) the Landlord becomes obliged to pay under that Act or those regulations 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) To keep the drains, gutters and pipes of the Property clear, the chimneys swept and the garden neat.

(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.

(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 dwellinghouse 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 might increase the fire insurance premium.

(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 Landlord or the tenants or occupiers of any adjoining premises.

(10) Not to assign or sublet the Property and not to part with possession of the Property in any other way.

(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 obligation 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.

#### **5. IF the Tenant —**

(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.**

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

**6. 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 and indemnify the Tenant against all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed 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 for a term of less than seven years. It requires the Landlord to carry out certain repairs to the Property.)

**8. WHERE** the context admits —

(1) "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:

(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

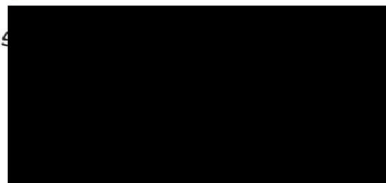
**SIGNED** by the above-named

(the Landlord)  
in the presence of



**SIGNED** by the above-named

(the Tenant)  
in the presence of



## AGREEMENT

for letting furnished dwellinghouse  
on an assured shorthold tenancy  
under Part I of the Housing Act 1988

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.

Note that the notice condition in the Housing Act 1988, s.20(1)(c), requires prior service of notice in the prescribed form.

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.

DATE 18 November 1996

PARTIES 1. THE Landlord

LANDFIELD INVESTMENT CO LTD

2. THE Tenant

PROPERTY The dwelling-house situated at and being

Floor 1

23 AWAHLEY GARDENS NW6 1TD

Together with the Fixtures Furniture and Effects therein and more particularly specified in the Inventory thereof signed by the parties

\*The number of months must not be less than six: Housing Act 1988, s.20(1)(a).

TERM A term certain of 6 \*months/years from 18 November 1996

†The period mentioned here will form the basis of any subsequent periodic tenancy.

RENT £ 975-00 per MONTH (subject nevertheless as hereinafter provided)

PAYABLE in advance by equal MONTHLY payments on 1<sup>st</sup> of each month

Deposit £ 975-00

First payment to be made on the \_\_\_\_\_ day of \_\_\_\_\_ next

1. THE Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above

2. THIS Agreement is intended to create an assured shorthold tenancy as defined in section 20 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly



**3. WHERE the context admits —**

- (a) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy
- (b) "The Tenant" includes the persons deriving title under the Tenant
- (c) References to the Property include references to any part or parts of the Property and to the Fixtures Furniture and Effects or any of them

**4. THE Tenant will —**

- (a) Pay the Rent at the times and in the manner specified
- (b) Pay for all gas and electric light and power which shall be consumed or supplied on or to the Property during the tenancy and the amount of the water rate charged in respect of the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) on the Property during the tenancy or a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy
- (c) Not damage or injure the Property or make any alteration in or addition to it
- (d) Preserve the Fixtures Furniture and Effects from being destroyed or damaged and not remove any of them from the Property
- (e) Yield up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good pay for the repair of or replace all such items of the Fixtures Furniture and Effects as shall be broken lost damaged or destroyed during the tenancy (reasonable wear and damage by fire excepted)
- (f) Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
- (g) Pay for the washing (including ironing or pressing) of all linen and for the washing and cleaning (including ironing and pressing) of all counterpanes blankets and curtains which shall have been soiled during the tenancy (the reasonable use thereof nevertheless to be allowed for)
- (h) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter the Property to view the state and condition thereof
- (i) Not assign sublet or otherwise part with possession of the Property
- (j) Not carry on on the Property any profession trade or business or let apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence
- (k) Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance
- (l) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime within the last twenty-eight days of the tenancy to enter and view the Property with prospective Tenants
- (m) Perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property

5. **PROVIDED** that if the Rent or any instalment or part thereof shall be in arrear for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant the Landlord may re-enter on the Property (subject always to any statutory restrictions on his power so to do) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord

6. **THE** Landlord agrees with the Tenant as follows —

(1) To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except the water rate and any council tax payable by the Tenant under clause 4 above and except charges for the supply of gas or electric light and power or the use of any telephone)

(2) That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord

(3) To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration

7. **THIS** Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy

8. **NOTICE** under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address‡:

‡This must be an address in England and Wales

**AS WITNESS** the hands of the parties hereto the day and year first above written

**SIGNED** by the above-named  
(the Landlord)

in the presence of

} A. K. L.

**SIGNED** by the above-named  
(the Tenant)

in the presence of

} Lijun Wang  
Helene Angier

## HOUSING ACT 1988

### Section 20

### Notice of an Assured Shorthold Tenancy

- Please write clearly in black ink.
- If there is anything you do not understand you should get advice from a solicitor or a Citizens' Advice Bureau, before you agree to the tenancy.
- The landlord must give this notice to the tenant before an assured shorthold tenancy is granted. It does not commit the tenant to take the tenancy.
- **THIS DOCUMENT IS IMPORTANT. KEEP IT IN A SAFE PLACE.**

(1) Name of proposed tenant.  
If a joint tenancy is being offered enter the names of the joint tenant(s).

To<sup>(1)</sup>:

[Redacted]
[Redacted]

1. You are proposing to take a tenancy of the dwelling known as:

Flat 1
23 ALVAREZ GARDENS NW6 1JD

(2) The tenancy must be for a term certain of at least six months.

(2) from the  
to the

18 NOVEMBER  
17

day of NOVEMBER  
day of MAY

19 96  
19 97

2. This notice is to tell you that your tenancy is to be an *assured shorthold tenancy*. Provided you keep to the terms of the tenancy, you are entitled to remain in the dwelling for at least the first six months of the fixed period agreed at the start of the tenancy. At the end of this period, depending on the terms of the tenancy, the landlord may have the right to repossession if he/she wants.
3. The rent for this tenancy is the rent we have agreed. However, you have the right to apply to a rent assessment committee for a determination of the rent which the committee considers might reasonably be obtained under the tenancy. If the committee considers (i) that there is a sufficient number of similar properties in the locality let on assured tenancies and that (ii) the rent we have agreed is significantly higher than the rent which might reasonably be obtained having regard to the level of rents for other assured tenancies in the locality, it will determine a rent for the tenancy. That rent will be the legal maximum you can be required to pay from the date the committee directs. If the rent includes a payment for council tax, the rent determined by the committee will be inclusive of council tax.

[P.T.O.]

To be signed by the landlord or his or her agent (someone acting for him/her). If there are joint landlords each must sign, unless one signs on behalf of the rest with their agreement.

Signed:

A. Guler A Guler

Name(s) of  
landlord(s):

Lusford Investments Co Ltd

Address of  
landlord(s):

[REDACTED]  
London [REDACTED]  
[REDACTED]

Telephone:

[REDACTED]

If signed by agent, name and address of agent:

[REDACTED]  
[REDACTED]  
[REDACTED]

Telephone:

[REDACTED]

Date:

[REDACTED] 19

4/ WE CONFIRM WE HAVE RECEIVED THE ORIGINAL OF THIS NOTICE OF AN ASSURED SHORTHOLD TENANCY PRIOR TO ENTERING INTO THE TENANCY AND THAT THIS IS A TRUE COPY [REDACTED]

#### SPECIAL NOTE FOR EXISTING TENANTS

- Generally, if you already have a protected or statutory tenancy and you give it up to take a new tenancy in the same or other accommodation owned by the same landlord, that tenancy cannot be an assured tenancy. It can still be a protected tenancy.
- But if you currently occupy a dwelling which was let to you as a protected shorthold tenant, special rules apply.
- If you have an assured tenancy which is not a shorthold under the Housing Act 1988, you cannot be offered an assured shorthold tenancy of the same or other accommodation by the same landlord.



## TENANCY AGREEMENT

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

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.

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 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.

DATE 6 November 2007

PARTIES 1. THE Landlord

LINDFIELD INVESTMENT CO LTD

2. THE Tenant

PROPERTY

The dwelling-house at

Floor 2

23 Awanam Gans NW6 1JD

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

TERM

A fixed term of 6  
months/year(s) from 6 November 2007

(start date)

RENT

£ 715.00

per month

PAYABLE

in advance by equal monthly payments on the  
day of each month

Now £ 715.00

FIRST PAYMENT to be made on

(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.
3. IF the Property burns down or the Tenant cannot live in it because of fire damage, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996.
4. THE Tenant agrees with the Landlord —
  - (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 indemnify the Landlord in respect of any council tax which (during the tenancy) the Landlord becomes obliged to pay under that Act or those regulations 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) To keep the drains, gutters and pipes of the Property clear, the chimneys swept and the garden neat

(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

(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 dwellinghouse 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 might increase the fire insurance premium

(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 Landlord or the tenants or occupiers of any adjoining premises

(10) Not to assign or sublet the Property and not to part with possession of the Property in any other way

(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 obligation 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.

#### 5. IF the Tenant —

(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.

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



**6. 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 and indemnify the Tenant against all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed 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 for a term of less than seven years. It requires the Landlord to carry out certain repairs to the Property.)

**8. WHERE** the context admits —

- (1) "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:

(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

**SIGNED** by the above-named

(the Landlord)  
in the presence of



**SIGNED** by the above-named

(the Tenant)  
in the presence of



## TENANCY AGREEMENT

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

DATE 1st March 2011

PARTIES 1. THE Landlord  
LINDFIELD INVESTMENT CO LTD

2. THE Tenant

PROPERTY The dwelling-house at

FLAT 3

23 ALANBY GARDENS NW6

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

TERM

A fixed term of 6  
months/years from 1st MARCH 2011

(start date)

RENT

£ 900 pcm per month

PAYABLE

in advance by equal monthly payments on the  
day of each month

FIRST PAYMENT to be made on (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.

3. IF the Property burns down or the Tenant cannot live in it because of fire damage,  
the Rent will cease to be payable until the Property is rebuilt or repaired so that the  
Tenant can live there again. Any dispute about whether this clause applies must be  
submitted to arbitration under Part I of the Arbitration Act 1996.

4. THE Tenant agrees with the Landlord —

(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 indemnify the Landlord in respect of any council tax which (during the  
tenancy) the Landlord becomes obliged to pay under that Act or those  
regulations because the Tenant ceases to live at the Property

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.

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 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.



(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) To keep the drains, gutters and pipes of the Property clear, the chimneys swept and the garden neat

(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

(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 dwellinghouse 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 might increase the fire insurance premium

(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 Landlord or the tenants or occupiers of any adjoining premises

(10) Not to assign or sublet the Property and not to part with possession of the Property in any other way

(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 obligation 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.

##### 5. IF the Tenant —

(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.

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

**6. 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 and indemnify the Tenant against all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed 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 for a term of less than seven years. It requires the Landlord to carry out certain repairs to the Property.)

**8. WHERE** the context admits —

(1) "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:

(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

**SIGNED** by the above-named

(the Landlord)  
in the presence of

**SIGNED** by the above-named

(the Tenant)  
in the presence of



## TENANCY AGREEMENT

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

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.

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 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.

DATE 7<sup>th</sup> September 2009

PARTIES 1. THE Landlord

LINDFIELD INVESTMENT CO LTD

2. THE Tenant

PROPERTY

The dwelling-house at

FLAT 4

23 ALVANLEY GARDENS NWG

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

TERM

A fixed term of ONE

months/year(s) from 7 September 2009

(start date)

RENT

£ 750.00

per month

PAYABLE

in advance by equal monthly payments on the day of each month

FIRST PAYMENT to be made on

(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.
3. IF the Property burns down or the Tenant cannot live in it because of fire damage, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996.
4. THE Tenant agrees with the Landlord —
  - (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 indemnify the Landlord in respect of any council tax which (during the tenancy) the Landlord becomes obliged to pay under that Act or those regulations 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) To keep the drains, gutters and pipes of the Property clear, the chimneys swept and the garden neat
- (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
- (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 dwellinghouse 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 might increase the fire insurance premium
- (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 Landlord or the tenants or occupiers of any adjoining premises
- (10) Not to assign or sublet the Property and not to part with possession of the Property in any other way
- (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 obligation 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.

#### 5. IF the Tenant —

- (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.

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



6. 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 and indemnify the Tenant against all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed 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 for a term of less than seven years. It requires the Landlord to carry out certain repairs to the Property.)

8. WHERE the context admits —

(1) "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:

(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

SIGNED by the above-named

(the Landlord)  
in the presence of

SIGNED by the above-named

(the Tenant)  
in the presence of

