

ASSURED SHORTHOLD TENANCY AGREEMENT

**Property: Flat 4, 172 Iverson Road, London
NW6 2HL**

**Made Between: Mrs. M Bentaleb (Landlord) &
Hampstead Estate London (Agent)**

And: Mr Kamran Jamshidi(Tenant)

On: 01/09/2015

The PROPERTY

Herein after referred to as "The Premises" including the use of the entire area of the premises unless specified.

**ADDRESS: Flat 4, 172 Iverson Road, London
NW6 2HL**

TERM: One Year with six months break clause.

COMMENCEMENT DATE: 01/09/2015

RENTAL PERIOD: Monthly

RENT: £1300.00 (paid two months' rent in advance) the next payment will be on 01/10/2015

DEPOSIT: £0.00

THIS AGREEMENT IS MADE THIS DAY: 01/09/2015

**BETWEEN: Mrs. M Bentaleb (Landlord) &
Hampstead Estate London (Agent)**

(Herein called "The Landlord") which expression where the context admits include the person for the time being entitled in reversion expectant on the tenancy hereby created of the one part

And: Mr Kamran Jamshidi (Tenant)

(Herein called "The Tenant(s)" or "shares") which expression where the content admits includes the persons deriving title under the tenant of the other part

Tenant... Landlord...

By this agreement it is agreed as followed:

- (a) The tenant takes the premises for the term and rent specified in the particulars set out above (page 1)
- (b) This tenancy is subject to and the tenant agrees that he has read and agrees to be bound by the tenancy conditions hereinafter set out and subject to such amendments or additions thereto as is agreed in writing between the parties provided that no such amendment or additions thereto as is agreed in writing between the parties provided that no such amendment shall be of any effect if insofar as it purports to empower the landlord to terminate this agreement at any time earlier than six months from the commencement date of the date of this agreement which ever shall be the latter
- (c) The tenant shall pay to **Landlord** the rent in respect of the first period amounting to **£1300.00** paid on the signing hereof.
- (d) On the signing hereof the tenant shall pay to Landlord as stakeholder a deposit of £0.00 of which receipt is hereby acknowledged which shall be returnable to the tenant on the termination of the tenancy HEREIN GRANTED PROVIDED THAT THE LANDLORD MAY DEDUCT FROM THE SAID DEPOSIT whatever monies may be due to him from the tenant against the inventory or by virtue of any breach by the tenant of his obligations under this agreement

TENANCY CONDITIONS

THE TENANT WILL: -

- (i) Pay the rent to the landlord (unless specified) without deductions at the times and manner specified whether demanded or not
- (ii) If the rent or other sums of monies aforesaid shall be unpaid for seven days after becoming payable to pay interest in respect of the period from the date when the rent or other sums of money become due until date of payment at the rate of 4% (four percent) per annum above National Westminster bank base rate for the time being in the event court proceedings are instigated for the arrears allocated incurred will be recoverable from the tenant
- (iii) Pay directly to the authority or undertaking concerned for all gas electricity fuel oil water rates and council tax (if applicable) which will be consumed or supplied on or to the premises and for all telephone calls made during the tenancy and the amount and the amount of all rental and standing charges assessed according to the duration of the tenancy and will payable accounts failing which the landlord reserves the right at a cost to the tenant to have the gas and electricity and telephones services disconnected, the tenant shall not change or permit to be changed the number of the telephone or permit the telephone number to be transferred
- (iv) Perform and observe the covenants on the part of the lessee contained in any head lease (except only for the payment of rent reserved thereby and service charges) (as therein defined) and keep the landlord indemnified against all claims damages costs and expenses in any way relating thereto
- (v) Keep the interior of the premises and the contents in good condition and complete repair (fair wear and tear and damage by accidental fire and other insured risk only expected) immediately replace all broken glass defective tap washers electric light bulbs and fuses
- (vi) Not remove the contents or any part thereof nor any substituted items from the premises
- (vii) Preserve the landlords contents from being destroyed or damaged and to make good pay for repair or replace with articles of similar kind and of equal value such parts of the landlord contents which shall be destroyed lost or broken or damaged (fair wear and tear and damaged by accidental fire or any other insured risks only expected)

- (viii) Not bring to The Premises any additional furniture (except where Property is unfurnished) without the written consent of The Landlord or his Agent and not leave additional contents at the expiration or determination of The Tenancy
- (ix) Pay for the cleaning of all linens counterpanes blankets toilet covers and similar articles which shall have been soiled during The Tenancy and for the cleaning of upholstery, carpets and curtains to be professionally cleaned annually and upon the expiration or determination of The Tenancy deliver up to The Landlord The Premises and The Landlord's contents and all new fixtures and addition as thereto (except such as The Tenant shall be entitled by law to remove) or the articles substituted of the same at the expiration or determination of The Tenancy in such good condition cleanliness and complete repair as aforesaid
- (xi) permit any superior Landlord and his Agent and/or The Landlord or his Agent with or without workmen and others at all reasonable times during The Tenancy subject to prior notice being given to enter into and upon The Premises for the purpose of inspecting and repairing and painting the outside thereof or of carrying out and completing any structural or other necessary repairs to The Premises or any adjoining premises or for examining the state and condition of The Premises or its contents
- (xii) upon receipt from The Landlord or his Agents of a notice in writing specifying wants of repair cleansing amendment and restoration of the interior of The Premises and of all destruction loss breakage or damage to the contents The Tenant shall be bound to make good within one month following The Tenant shall repair cleanse amend and restore and make good the same accordingly and this sub clause is without prejudice to any other rights remedies of The Landlord
- (xiii) Not assign the benefit of this Agreement nor assign underlet charge or part with or share the possession or occupation of The Premises or any part thereof or of the contents or any part thereof
- (xiv) use The Premises only for the purposes of a private residence as a single occupation and for no other purpose whatsoever and not take in or receive lodgers boarders or paying guests or permit to suffer to reside The Premises to any person or persons other than The Tenant and his immediate family
- (xv) Not permit:
- (a) Any sale by auction to be held on The Premises
 - (b) Or let The Premises be used for any illegal unlawful or immoral purpose
 - (c) Or suffer or permit to be done upon The Premises or any part thereof any act or thing, which may be a nuisance damage or annoyance to any superior Landlord. The Landlord or to the occupiers of any adjoining premises which may vitiate any insurance of The Premises against fire or otherwise or increase the ordinary premium thereon and to repay to The Landlord on demand sums from time to time paid by way of increased premiums and all expenses incurred by him in or about any renewal of such policy rendered necessary by a breach of the stipulation
- (xvi) Not play any musical instrument or use any sound reproduction equipment so as to be a cause of annoyance or disturbance to adjoining residents and without prejudice to the generality of the foregoing not between the hours of 11:00pm and 7:00am to play such instrument or use any such equipment so as to be audible outside The Premises
- (xvii) forward to The Landlord or Landlords Agents at the above address any letters or parcels received at The Premises addressed to anyone other than The Tenant and in particular will forward without delay any notice affecting The Premises which may be served on The Tenant (other than by The Landlord or Landlords Agent) or otherwise come to the attention of The Tenant
- (xviii) keep the television set (if any) and all other electrical appliances in good working order and pay for the license fee for any television set the proper portion thereof according to the duration of The Tenancy
- (xix) Not deposit any store of fuel elsewhere than in a receptacle provided for the purpose nor keep any combustible or offensive goods provisions or materials upon The Premises
- (xx) not place or exhibit any notice board or notice whatsoever on any part of The Premises nor remove from the windows of The Premises any curtains save for the purposes of cleaning the same
- (xxi) Not hang or allow to be not hung any clothes or other articles on the outside of The Premises nor allow any linen or clothes to be exposed for drying

- (xxii) (A) clean the outside and inside of all windows belonging to The Premises at intervals of not more than four months
(b) Clean all net curtains every six months and all other curtains annually
(c) Have all the chimneys and flues (if any) belonging to The Premises thoroughly swept and cleansed as often as necessary
- (xxiii) Not keep or allow to be kept on The Premises any animal or bird or domestic pet without first obtaining The Landlords written consent such consent to be revocable at will by The Landlord
- (xxiv) not pull down alter or add to or in any way interfere with the construction or arrangement of The Premises and not to cut into or make any holes in or affix anything to the wall ceilings or floors of The Premises
- (xxv) not to affix hooks or shelving to walls or ceilings without written consent from The Landlord if authorised The Tenant shall be liable to make good any holes or damage at his expense
- (xxvi) keep open and in good working condition and free from obstruction all baths sinks taps and lavatory cisterns waste and other pipes to The Premises and to indemnify The Landlord against all damage to any such drains or fittings resulting from any such breach as aforesaid
- (xxvii) without prejudice to 1 (xxvi) hereof promptly repair or clean or cause to be repaired or cleansed (as the case may be) at The Tenants expense any burst pipes resulting from the default or negligence of The tenant's servants or Agents and to meet the costs thereof and take all reasonable precautions during the term to prevent freezing or bursting of water pipes and storage tanks
- (xxviii) Forthwith give notice to The Landlord or his Agents of:
- (a) Any damage defect or want of repair affecting any of The Landlord's contents and in addition to his other liabilities hereunder The Tenant shall be liable for all loss and expense arising from any failure to give such notice even though such damage defect or lack of the repair may have resulted from fair wear and tear as aforesaid
- (b) Any damage or defect or want of repair of whatsoever nature affecting The Premises of which The Tenant becomes aware
- (c) Any notices proceedings or letters (except for notices served by The Landlord on The Tenant) left either on The Premises or the use thereof
- (xxix) not carry out any redecorations on The Premises or any part thereof without the previous consent in writing of The Landlord or The Landlord's Agents in any case of any breach of this clause The Tenant shall be responsible for the entire cost of redecoration at the expiration or sooner determination of the tenancy
- (xxx) keep the garden (if any) properly cultivated and free of weeds and in a neat and tidy condition and any lawns properly mown and trees and shrubs pruned and will not cut down or remove any trees shrubs plants (other than annual plants) and will not change the layout of the garden
- (xxxi) if The Tenant or any Agent appointed by him shall not keep a mutual appointment made by The Landlord's Agents to check the said inventory at the end of the tenancy (including periodic inspections) pay the additional costs incurred by The Landlord making and attending a second appointment to check the said inventory and if either The Tenant nor his Agent shall keep the second appointment any assessment made by The Landlord's Agents of the compensation or other sum payable by The Tenant shall be final and binding on The Tenant
- (xxxii) if The Tenant's goods or any of the goods belonging to members of The Tenant's household shall not have been removed from The Premises at the time of expiration or determination of the tenancy (i) pay to The Landlord damages at the rate equal to the rent then payable for The Premises until The Tenant shall remove all such goods and (ii) pay to The Landlord any additional expense incurred by The Landlord in checking the said inventory (which cannot be checked until all goods belonging to The Tenant or members of his household have been removed)
- (xxxiii) hand over to The Landlord or his Agents by twelve noon on the last day of the tenancy whether on its expiration or sooner determination all keys to The Premises

- (xxxiv) Not leave The Premises unoccupied for any period whatsoever without locking and securing all doors and windows
- (xxxv) Not affix or suffer to be fixed to the exterior windows of The Premises any notice board notice sign or advertisement or poster without the prior written consent of The Landlord
- (xxxvi) If the letting includes the use of furniture and effects agree that the furniture and effects shall be as specified in an inventory signed by The Tenant
- (xxxvii) during the last 1 months of the tenancy allow prospective tenants and at any time during the tenancy to allow prospective purchasers to be shown over the Property upon prior notice being given to The Tenant and in the event that it shall not be convenient for The Tenant to be at the Property at the time of any such viewing to make the keys available to the Agents so that they may escort prospective tenants and purchasers over the Property
- (xxxviii) to keep the Property at all times well and sufficiently aired and cleaned during The Tenancy

Proviso: Provided that if the rent or any part thereof shall be in arrears for fourteen days after the same shall become due whether legally demanded or not or if there shall be a breach of any of the obligations on the part of The Tenant The Landlord may re-enter The Premises or any part thereof in the name of the whole and immediately thereupon the tenancy shall absolutely determine without prejudice to any other rights and remedies to The Landlord

The Landlord agrees with The Tenant as follows:

- (1) The Tenant paying the rent and performing the obligations on behalf of The Tenant may quietly possess and enjoy The Premises during the tenancy without any lawful interruption from The Landlord or any persons claiming under or in trust for The Landlord
- (2) to pay and keep The Tenant indemnity against payment of all ground rent and other impositions and outgoings payable in respect of The Premises during the term but not for any charges for those services and/or supplies set out in clause 1 (iii) herein provided always that such indemnity shall exclude any sum or sums which may fall due or be payable from time to time by the occupiers in respect of any Council Tax Charge or such other taxes which may be substituted in place of rates by any enactment which thereafter shall be payable in full by The Tenant and the members who shall be jointly and severally liable to The Landlord
- (3) during the said term herein granted pay the rent reserved by any Head Lease and perform (so far as The Tenant is not liable for such performance on the covenants on his part hereinbefore contained) all the leases covenants contained therein

Further Provisos

- (4) If the Premises or any part thereof shall at any time during the said term be destroyed or damaged by fire explosion or otherwise so as to be unfit for occupation this Agreement shall forthwith determine without prejudice to the rights of the parties hereunder
- (5) The Landlord 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 Tenant not less than two months written notice stating that The Landlord requires possession of The Premises
- (6) If the Premises comprise part only of the building the letting shall include the use (in common with others) of access to and from The Premises inside the building
- (7) If two or more persons are together The Tenants obligation to The Landlord shall be joint and several reference to masculine gender include the feminine; and singular to include the plural and to the month mean calendar month
- (8) Any notice request demand or other instrument under this Agreement shall be in writing and may be served on The occupier by sending it by registered post or the recorded delivery service to such premises and on The Landlord personally or by delivering it or sending it by registered post or the recorded delivery service to his Agents when sent by post such notice or request or demand shall be deemed to be delivered on the date when such notice shall be placed in the post
- (9) The tenant must report any concerns to both the Landlord.
- (10) The tenant to pay the cost of the inventory at the commencement of this agreement and the Landlord at the termination of this agreement

- 11) This agreement shall take effect subject to the provision of section 11 of the landlord and tenant act 1985 as amended by section 116 of the housing act 1988
- (12) Any notice under this agreement or under the landlord and tenant act 1987 section 47 and section 48 to the landlord shall be served on the landlord personally or by registered post our offices which shall be deemed to be the landlords address for the service of documents. A notice sent by registered post shall be deemed to be delivered forty-eight hours after it is placed in the post. Any notice to the tenant shall be deemed sufficiently served if it is sent to the property and shall be deemed to be received forty eight hours after posting
- (13) The tenants may bring the tenancy to an end at any time before the expiry of the term but no earlier than six months from the commencement date or the date of this agreement whichever shall be the latter by giving the landlord not less than one months notice from the date that the rent is due stating that the tenant intends to give up possession of the premises
- (14) The tenant will be responsible for the payment of water rates and council tax
- (15) The landlord and the tenant confirm that they have read and understood the tenancy conditions herein before set out and agree to be bound thereby

The Landlord hereby agrees with the Tenant as follows

- (i) That the Tenant paying the rent as aforesaid and performing and observing all the agreements on their part herein contained shall quietly possess and enjoy the premises during the tenancy without any interruption by or from the Landlord (here meaning only the party hereto personally and not any other revision) or any person claiming under or in trust for him
- (ii) The Landlord agrees to pay for the Inventory Check-in.
- (iii) To provide and keep in repair and properly working order throughout the tenancy the installations contained in the premises for the supply of water, gas and electricity and for the user thereof central heating Installations, electrical and other equipment and effects PROVIDED that this covenant shall not be construed as requiring the Landlord to carry out any works for which the Tenants is liable by virtue of his duty to use the Property and the Furniture, Fixtures and Effects in a tenant-like manner and PROVIDED FURTHER that the Tenant shall indemnify the Landlord in respect of the cost or repairs to such installations resulting from misuse of the same howsoever and by whosoever.
- (iv) The Landlord agrees that in the event of the Property or any part thereof being destroyed or rendered uninhabitable by fire, flood, explosion or any other risk insured by the Landlord and the insurance's against such risks shall not have been vitiated by the act or default of the Tenant then the rent hereby reserved or proportionate part thereof according to the nature and extent of the damage done shall be suspended until the Property is rendered fit for habitation and use and the Landlord shall repay to the Tenant any rent paid in advance for any period whilst the Property or any part thereof are destroyed or rendered uninhabitable as aforesaid.

Signed by or on behalf of the parties

Signed by the tenant(s)

.....Kamran Jamshidi.....

Dated...1/9/15.....

Signed by the Landlord (or authorised Agent)

.....ROXANA.....

Dated...1/09/2015.....

Witnessed by

R. Nazaripour.....

Dated...01/9/15.....

Notice seeking possession of a property let on an assured shorthold tenancy

(Pursuant to section 21(1) of the Housing Act 1988)

This Notice is the first step towards requiring you to give up possession of your home. You should read it very carefully.

If you need advice about this notice, and what you should do about it, take it as quickly as possible to any of the following:

Citizens Advice Bureau
Housing Aid Centre
Law Centre
A solicitor

YOU may be able to get help with all or part of the legal advice and assistance under the Legal Aid Scheme.

1. To: **Mr Kamran Jamshidi** *Kamran Jamshidi 1/9/15*
2. Your Landlords intends to apply to the court for an order requiring you to give up possession of:

Flat 4, 172 Iverson Road, London, NW6 2HL

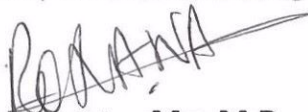
You can only be required to leave your home if your home if your Landlords get an order possession. Where the Court is satisfied that the letting is an assured shorthold tenancy it must make an order for possession.

If you are willing to give up possession of your home without a court order, you should tell the person who signed this notice as soon as possible to say when you can leave.

3. This notice expires at the end of the period of your tenancy which immediately follows the expiry of two months from the service of this notice.

To be signed by the landlord or his agent (someone acting for him)

Signed:



01-09-2015

Name Of Landlord(s): **Mrs M Bentaleb**

C/O

Hampstead Estate London Ltd

If signed by agent, name Hampstead Estates London Limited

And address of agent 192 Finchley Road
London NW3 6BX

Tel: 020 7443 9286

Date: 01 September 2015