

# Assured Shorthold Tenancy Agreement

Between

Landlord(s): KRSNA Property Investments Ltd (6478604)

And

Tenant(s): Mr. Wilson Iuri Almeida Da Silva and Ms Ronja Heinitz

Property: Flat 1, 250 Kilburn Lane, W10 4BA (Ref:2)

## **IMPORTANT**

This agreement contains the terms and obligations of the Tenancy. It sets out the undertakings made by the Landlord to the Tenant and by the Tenant to the Landlord. These undertakings will be legally binding once the agreement has been signed by both Parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references

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Initials.....

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This Assured Shorthold Tenancy Agreement dated the [01/09/2021], the Binding Date of this contract.

BETWEEN the Landlord and the Tenant(s) specified in Schedule 1.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this Tenancy Agreement. It is not an exhaustive or complete list. In the event of any dispute, only a court can decide on a definitive interpretation or meaning of any clause, or any part of this agreement.

1.1 In this Agreement the following definitions apply:

BACS Bank Automated Credit System

Binding Date a Tenancy Agreement is not, technically, a legally binding contract until it has been 'executed' by being Dated after both Parties (or their authorised representatives) have signed: although it might be possible for either party to take legal action against the other if they withdraw prior to this date.

Commencement Date means the date specified in Schedule 1 and the day the Tenancy commences.

Council Tax means the tax introduced by the Local Government Finance Act 1992 or any other replacement tax or charge levied by the local authority on the occupier and/or the Premises.

Deposit means the amount specified in Schedule 1.

Deposit held as Agent for the Landlord

where this applies this means that at the end of the Tenancy the Agent will be legally bound to pass to the Landlord all the amounts which the Landlord instructs should be deducted in accordance with this agreement.

Expiry Date means the date specified in Schedule 1 or the termination of any extension or continuation or any statutory periodic tenancy which arises thereafter.

Fixtures and Fittings means any fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings contained in the Inventory (which states both the individual items and their present condition) and signed on behalf of the Parties at the commencement of this Agreement or any items replacing the same from time to time.

Insured Risks means fire, storm, tempest or other perils recognised as such by a reputable Insurer.

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**Inventory and Schedule of Condition** means any document prepared by the Landlord, the Landlord's Agent or an Inventory company and provided to the Tenant detailing the Landlord's fixtures, fittings, furnishings, equipment etc., the decor and condition of the Premises generally.

This document will be relied upon at the end of the Tenancy to assess damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the commencement of the Tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the Landlord or the Landlord's Agent as soon as practicable after the Tenancy starts. Where the document is provided by the Landlord's Agent this notification should be done using the Inventory Comments form provided with the document.

**Joint and Several** means that jointly the Tenants are liable for the payment of all Rents and all liabilities falling upon the Tenants during the Tenancy as well as any breach of the Agreement. Individually each Tenant is responsible for payment of all Rent and all liabilities falling upon the Tenant as well as any breach of the Agreement until all payments have been made in full. A maximum of four people can be such joint Tenants.

**Landlord** means the Landlord specified in the schedule and includes any successors in title to the Landlord and any person lawfully claiming under or through him/her.

**Month/Monthly** means a calendar Month.

**Permitted Occupier(s)** means the person(s) set out in Schedule 1 who is/are a person(s) licensed by the Landlord to reside at the Premises for the duration of the Tenancy.

**Parties** means the Landlord and Tenant(s).

**Premises** means the residential property set out in Schedule 1.

**Remedial Work** means any work required to the Premises in order to return the Premises to the condition they were in at the Commencement Date including but not restricted to the reasonable costs of any damage caused or cleaning required.

**Rent** means the amount set out in Schedule 1, which excludes Council Tax and Water Charges, payable monthly in advance for the Term of the Tenancy.

**Rent Payment Date** means the date set out in Schedule 1.

**Superior Landlord** people or persons, to whom the ownership or interest in the Leasehold Premises might revert in the fullness of time, following the expiry of the term of any head, or superior lease.

**Superior Lease** means a lease (if any) under which the Landlord himself holds or owns the Premises and which contains the obligations of which the Landlord, or his tenants in turn, may be bound.

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- Tenant(s)** means the Tenant(s) specified in Schedule 1.  
Where the Tenant is more than one person, the Tenant's Obligations are Joint and Several. The Tenant(s) include(s) the successors in title to the Tenant(s).
- Tenant's Obligations** means those obligations agreed by the Tenant in clauses 2, 3 and 5.
- The Term or the Tenancy** references to the Term or the Tenancy include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the period set out in Schedule 1.
- Utilities** means gas, fuel oil, water and electricity.
- VAT** means value added tax.
- Water Charges** means references to water, sewerage and environmental service charges.
- Written Consent /Authorisation** in order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any consent or authorisation given by the Landlord or the Landlord's Agent.

- 1.2** Any reference to any Act of Parliament includes a reference to any amendment or replacement of it from time to time and to subordinate legislation made under it.
- 1.3** The masculine gender includes the feminine gender.
- 1.4** The headings in this Agreement are for information only and will not affect its interpretation.
- 1.5** References to "Agreement" mean this Agreement (and include all Schedules and all documents referred to). References to the Clauses and Schedules mean clauses and schedules of this Agreement. The provisions of the Schedules shall be binding on the Parties as if set out in full in this Agreement.
- 1.6** Where applicable if the address contains a reference e.g. Ref 1. This refers to the room number within the property.

**2. AGREEMENT TO LET AND THE RENT**

- 2.1** The Landlord lets, and the Tenant takes the Premises for the Term
- 2.2** The Tenant shall pay the Rent on time by bank standing order. or direct debit. The Rent is payable on the Rent Payment Date for the term of the Tenancy, the first payment to be made on or before the signing of this Agreement. If the rent or any part of the rent is in arrears by more than 14 days, then interest will be charged on such arrears at 3% over the Bank of England base rate per day after the rent is due.
- 2.3** This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for in Section 21 of that Act.
- 2.4** Any agreement or obligation on the part of the Tenant to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the Permitted Occupier or any other person(s) to do so.

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**3. TENANT'S OBLIGATIONS**

**PLEASE NOTE:** These are the things that the Tenant agrees to do or not to do. It is important for the Tenant to understand what he must or must not do. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.

The Tenant(s) agree(s) to the following: -

**3.1** Where the Tenant is more than one person, the Tenants are jointly and severally responsible and liable for all obligations under this agreement. A maximum of four people can be such joint Tenants.

**Deposit**

**3.2** To pay upon the signing of this Agreement the Deposit to be held by the Landlord **or** the Landlord's Agent through the term of the tenancy without any deduction being made. The Deposit will be held as security for the Landlord in respect of: -

**3.2.1** Any damage to the Premises or to the Fixtures and Fittings for which the Tenant may be liable.

**3.2.2** Any other breach on the part of the Tenant of the Tenant's Obligations under this Agreement.

**3.2.3** Any sum repayable by the Landlord to a local authority where housing benefit has been paid direct to the Landlord or the Landlord's Agent by the local authority.

**3.2.4** Any damage caused, or cleaning required as a result of any pets occupying the Premises either with or without the consent of the Landlord or the Landlord's Agent.

**3.2.5** Any costs, expenses, charges or other monies payable by the Tenant to the Landlord or the Landlord's Agent under this Agreement or any outstanding fees payable to the Landlord.

**3.2.6** Any reasonable legal and other professional fees incurred by the Landlord, including those incurred by the Landlord's Agent in enforcing the terms of this agreement, except where a court orders the Landlord to pay his own costs in any court proceedings.

**3.2.7** Any instalment of the Rent or any other monies payable under this Agreement which may be due, but which remain unpaid at the end of the Tenancy.

**3.2.8** Any reasonable costs incurred by the Landlord through the early termination of the Tenancy in breach of this Agreement (as per section 3.93)

**3.3** The Deposit shall be held by the Landlord **or** the Landlord's Agent as set out in Schedule 1 and no interest will be paid on this Deposit.

**3.3.1** Where the Deposit is held by the Landlord's Agent, it is held as Agent for the Landlord and the tenancy is included in the Tenancy Deposit Scheme for Regulated Agents (TDSRA), but subject to Clauses 3.3.1.1 to 3.3.1.5 below.

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**3.3.1.1** Where the tenancy is included in the Tenancy Deposit Scheme for Regulated Agents (TDSRA). The landlord and/or tenant must endeavour to notify the Member Firm that there is a dispute over the deposit, as soon as possible and within 28 days of the lawful end of the tenancy and the vacation of the property (it is strongly recommended that such notification be given in writing). The Independent Case Examiner (ICE) reserves the right to decline to consider disputes which have arisen outside this timescale.

**3.3.1.2** If, after 10 working days following notification of a dispute and reasonable attempts in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the deposit it will (subject to 4 below) be submitted to the ICE of the TDSRA for expert, impartial, third party adjudication. All parties agree to co-operate with his investigation. The deposit shall not be released until the adjudication has taken place.

**3.3.1.3** Any damage, or compensation for damage, to the premises its Fixtures and Fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at commencement of the tenancy.

**3.3.1.4** Where the amount of dispute is over £5,000 the landlord and tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE of TDSRA, although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for informal adjudication. The appointment of an arbitrator will incur an administration fee of £235 shared equally between the landlord and the tenant; the liability for any subsequent costs will be dependent upon the Award made by the arbitrator.

**3.3.1.5** The statutory rights of either landlord or tenant to take legal action against the other remain unaffected.

**3.4** If at any time during the Tenancy the amount held in respect of the Deposit is less than the sum stated in Schedule 1, the Landlord or the Landlord's Agent may require the Tenant to pay such amount as is required to increase the amount of the Deposit accordingly. The Tenant shall pay any such amount within 14 days of written demand.

**3.5** At the end of the Term and before returning the Deposit the Landlord or the Landlord's Agent on the instruction of the Landlord shall, but subject to 3.3.1.1 to 3.3.1.5 above, first be entitled to deduct from the Deposit all such Rent, monies, loss, expenses and sums as are due under this Agreement. In addition, the Landlord or the Landlord's Agent will be entitled to deduct from the Deposit reasonable costs to reflect the administration work required to arrange any Remedial Work. The reason for the nature of these deductions will be notified to the Tenant in writing. Such correspondence will be sent, addressed to the Tenant, to the address required to be provided by the Tenant under clause 3.96 of this agreement.

**3.6** Should any such deductions exceed the Deposit held then the amount of any excess shall be paid by the Tenant within 14 days of written demand.

**3.7** The balance of the Deposit after deductions shall be returned to the Tenant as soon as practicable after the Tenant's departure from the Premises on the Expiry Date and after all keys have been returned to the Landlord or the Landlord's Agent. The balance of the Deposit will be returned to



the Tenant into the bank account from which Rent was received unless instructed otherwise in writing. Where there is more than one Tenant the Deposit will be repaid to the first named Tenant in Schedule 1 and such repayment shall discharge the Landlord or the Landlord's Agent from any further liability in respect of the amount repaid.

**3.8** Any property or belongings of the Tenant or members of the Tenant's household left behind at the Premises will be considered abandoned if, after the end of the Tenancy and after the expiry of 14 days written notice sent, addressed to the Tenant to the address provided under clause 3.96, the Tenant has not removed or retrieved them. After this time the Landlord or the Landlord's Agent can dispose of such property. In such circumstances the Tenant shall be liable to pay to the Landlord or the Landlord's Agent:

**3.8.1** the reasonable costs incurred by the Landlord or the Landlord's Agent in storing, removing or disposing of such property,

**3.8.2** damages at a rate equivalent to the Rent on a pro-rata daily basis where any property or belongings cannot be easily removed from the Premises, until the Tenant, or in default the Landlord or the Landlord's Agent can remove or dispose of such property,

**3.8.3** any additional reasonable expenses incurred by the Landlord or the Landlord's Agent in checking the Inventory, which cannot be finalised until all property belonging to the Tenant or members of his/her household have been removed.

If the Tenant does not pay these damages and expenses, the Landlord or the Landlord's Agent shall be entitled to deduct such damages and expenses from the Deposit or from the proceeds of the sale of any property or belongings left by the Tenant.

**3.9** If the Landlord shall sell or transfer the legal interest in the Premises, and the Tenant consents in writing to the transfer of the Deposit (or any balance) to the purchaser, the Landlord and the Landlord's Agent shall be released from any further claim or liability in respect of the Deposit or any part of it.

**3.10** Neither the Landlord nor the Landlord's Agent shall be obliged to refund the Deposit or any part of the Deposit where there is a change in the person or persons who for the time being comprise the Tenant

**Rent**

**3.11** The Tenant shall not be entitled to withhold the payment of any instalment or part of any instalment of the Rent or any other amounts payable under this Agreement on the ground that the Landlord or the Landlord's Agent has the Deposit in his possession

**3.12** To pay the Rent according to the terms of this Agreement whether formally demanded or not.

**Condition of Premises and Repair**

**3.13** To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (with the exception only of the installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985 as listed in Clause 4.6 and those items listed in clause 4.7). Also, to keep the interior of the Premises in good decorative order and condition, with the exception of damage caused to the interior by fire, unless this is due to some act or omission by the Tenant or any person residing or sleeping in or visiting the Premises.

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**3.14** To take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition.

**3.15** To make good or, to pay or compensate the Landlord for:

**3.15.1** All damages to the Premises caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises.

**3.15.2** The repair or replacement of all Fixtures and Fittings as shall be broken, lost, stolen, damaged or destroyed during the Term. This is with exception to damage by fire unless this is due to some act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises.

**3.16** To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.

**3.17** To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.

**3.18** To replace immediately with the same quality of glass (or better quality if current glazing regulations require it) all glass in the Premises broken by the Tenant or any person residing, sleeping in or visiting the Premises and notify the Landlord or the Landlord's Agent.

**3.19** To notify the Landlord or the Landlord's Agent promptly and in writing of any Fixtures or Fittings which are defective or in need of repair and for which the Landlord is responsible for repair under clauses 4.6 and 4.7.

**3.20** To carry out repairs or other works for which the Tenant is responsible under this Agreement within one Month, or sooner if appropriate, of receiving written notice to do so from the Landlord or the Landlord's Agent. If the Tenant fails to comply with this notice then the Landlord or the Landlord's Agent may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

**3.21** To take all appropriate precautions including any reasonably required by the Landlord or the Landlord's Agent to prevent frost damage occurring to any installation in the Premises.

**3.22** To take reasonable and prudent steps to adequately heat and ventilate the Premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the Premises, its Fixtures and Fittings.

**3.23** To inform the Landlord or the Landlord's Agent of any repairs required in or to the Premises for which the Landlord is responsible. Not to carry out or instruct others to carry out any such repairs in or to the Premises without the prior written authorisation of the Landlord or the Landlord's Agent, except in an emergency. If the Tenant does carry out or has carried out repairs in or to the Premises in breach of this clause then the Tenant will be liable for all reasonable expenses and costs incurred by the Landlord in rectifying any damage caused by the repairs.

**3.24** If the Tenant brings into the Premises any gas appliance(s), he must ensure they are safe to use and are properly connected to the appropriate pipework in the Premises by a suitably qualified Corgi engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the Premises.

**Cleaning**

**3.25** To present the Premises and the Fixtures and Fittings at the end of the Tenancy in a clean and tidy condition, reasonable wear and tear excepted, in accordance with the Tenant's Obligations and ensure it has been cleaned to a professional standard

**3.26** To clean the inside and outside of the windows of the Premises as often as is necessary and prior to the Expiry Date.

**3.27** To clean the premises and/or wash any carpets, curtains, upholstery and loose covers, counterpanes, blankets, and linen, including items stored, during the Tenancy and which at the termination of the Tenancy will require to be washed and/or cleaned to a professional standard. If not done, this will be undertaken by the Landlord and deducted from the deposit.

**Utilities, Meters, TV License Fee and Telephone Lines**

**3.28** Not to tamper or interfere with or alter or add to the Utility installations or meters in or serving the Premises.

**3.29** To pay all charges in respect of Utilities consumed on the Premises, telephone lines installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.

**3.30** Not to change the existing telephone number without the prior written consent of the Landlord or the Landlord's Agent or to procure the transfer of the existing telephone number to any other address.

**3.31** To notify each of the Utilities and telephone suppliers immediately after the Commencement Date that the Tenant is now the Utilities and telephone account holder. Further, to complete applications for the supply of Utilities and telephone to the Premises in the name of the Tenant and not in the name of the Landlord.

**3.32** The Tenant shall not have a key meter installed at the Premises or any other meter, which is operated by inserting coins or a pre-paid card or key, nor shall the Tenant re-site or change any meters without the prior consent of the Landlord, such consent not to be unreasonably withheld.

**3.33** If such consent is given, to pay for any such installation, re-siting or change, to make good any damage caused to the Premises and to pay the reasonable costs and expenses incurred by the Landlord in removing, changing or re-siting the meter to its original position.

**3.34** Unless the Landlord instructs otherwise, the Tenant may change the supplier of the Utilities to the Premises. In the event that the Tenant changes the supplier of the Utilities, the Tenant will within 5 days notify the Landlord or the Landlord's Agent in writing. The notice must contain the name and address of the new supplier. Further, at the end of the tenancy, the Tenant will be responsible and liable for all transfer and re-connection costs at the option of the Landlord.

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**3.35** To pay for the cost of emptying and cleaning the cesspit or septic tank (if any) on an annual basis and at the end of the tenancy.

**3.36** If the water supply is metered, where the meter is accessible the Landlord or the Landlord's Agent will record in writing the meter readings on the Commencement Date and at the Expiry Date. Where the meter is not accessible, the Landlord or the Landlord's Agent will arrange for the local water authority to record the meter readings as soon as possible to the Commencement Date and Expiry Date. For the avoidance of doubt the Tenant will be liable for all Water Charges based upon these readings.

**3.37** If the Utilities or telephone supplies to the Premises are disconnected as a result of either:

**3.37.1** the Tenant's failure to pay the whole or any part of the charge relating to the service; or

**3.37.2** as a result of any other act or omission by the Tenant

then the Tenant shall repay to the Landlord or the Landlord's Agent all costs incurred in reconnecting the service (including any arrears).

**Access and Inspection**

**3.38** To permit the Landlord or the Landlord's Agent to enter the Premises at a reasonable time on giving at least 24 hours notice (except in the case of emergency) for the purpose of:

**3.38.1** examining the condition of the Premises;

**3.38.2** inspecting, maintaining, repairing, altering, improving or rebuilding any adjoining or neighbouring property;

**3.38.3** maintaining, repairing or replacing the Fixtures and Fittings;

**3.38.4** complying with any obligations imposed on the Landlord by law.

The Tenant will also permit entry to all other persons authorised by the Landlord or the Landlord's Agent with or without workmen and others and with all necessary equipment. If the Tenant fails to keep any such appointments without first giving reasonable notice of cancellation, then the Tenant will be liable for any reasonable costs or expenses incurred by the Landlord or the Landlord's Agent for the time wasted. If the Landlord or the Landlord's Agent fails to keep any such appointment without first giving reasonable notice of cancellation, then the Landlord or the Landlord's Agent will be liable for any reasonable costs or expenses incurred by the Tenant for time wasted.

**3.39** To permit reasonable entry to the Premises during the last two months of the Tenancy to allow the Landlord or the Landlord's Agent to show the Premises to any person who is, or is acting on behalf of, a prospective purchaser or Tenant of the Premises, and who is authorised by the Landlord or the Landlord's Agent to view the Premises. Such entry will be by prior appointment only at reasonable times after the Tenant has been given reasonable notice.

**3.40** To permit "For Sale" or "To Let" boards to be erected at the Premises during the last two Months of the Tenancy and "Let By" boards for up to 14 days following the commencement or renewal of the Tenancy.

**Alterations and Redecoration**

**3.41** Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the prior written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld.

**3.42** Not to permit any waste, spoil or destruction to the Premises.

**3.43** Not to do or allow to be done anything upon the Premises which shall cause damage to, or deterioration of the internal or external surfaces or the coverings or decoration of, or to, the surfaces.

**Electrical & Telephone Installations**

**3.44** Not to alter or extend the electrical installations or wiring or the telephone installation or wiring at the Premises.

**3.45** To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electrical system.

**Infestation**

**3.46** During the Tenancy, to take such reasonable precautions expected of a householder to keep the Premises free of infestation by vermin, rodents, fleas or ants. Where such infestation occurs as the result of action or inaction on behalf of the Tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such infestation.

**Washing**

**3.47** Not to hang any washing, clothes or other articles outside the Premises otherwise than in a place designated or permitted by the Landlord or the Landlord's Agent and not to hang or place wet or damp articles of washing upon any item of furniture, Fixture or Fitting or room heater.

**Affixation of Items**

**3.48** Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior or interior of the Premises and not to install cable telephone and/or cable television without first obtaining the written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld. Where such consent is granted, to meet all costs of installation and removal, and thereafter make good any resultant damage as required by the Landlord or the Landlord's Agent.

**3.49** Not to affix any items to the doors, walls, windows or any of the Fixtures and Fittings on the Premises either internally or externally using glue, nails, sticky tape, blue-tac or similar adhesive fixings.

**3.50** Subject to prior written approval from the Landlord or the Landlord's Agent, such approval not to be unreasonably withheld, the Tenant may hang pictures, placards or photographs on the walls of the Premises using only commercially made picture hooks. At the end of the Tenancy the Tenant must however remove the picture hooks and make good any damage done to the Premises or the Fixtures and Fittings.

**Fixtures and Fittings**

**3.51** Not to remove any of the Fixtures and Fittings from the Premises and not to store them in the loft, basement or garage (if any) without obtaining the prior written consent of the Landlord or the Landlord's Agent. If consent is obtained, the Tenant must ensure that the items are stored safely without damage or deterioration and, upon vacating the Premises, return them to the places in which they were on the Commencement Date. Failure by the Tenant to do so will entitle the Landlord or the Landlord's Agent to charge to the Tenant the costs incurred both for locating and re-siting all such items and for any damage resulting from this action.

- a. Any furniture or white goods provided by the Landlord are always to be kept in a good condition and maintained by the tenant.
- b. We take no responsibility for any white goods or appliances left by previous tenants. The Landlord will maintain and repair any Appliances supplied at the start of the tenancy unless fault to be found caused by the Tenant. The Tenant will be responsible for the repair cost.
- c. Not remove any white goods from the Property;
- d. To make good or, to pay or compensate the Landlord for any damages to fixtures, fittings.
- e. Replace any items which are missing or damaged as noted in the Inventory (except by fair wear and tear). Any damage to the Premises or to the Fixtures and Fittings for which the Tenant may be liable.
- f. To clean the inside and outside of the windows of the Premises as often as is necessary and prior to the Expiry Date.

**Drains**

**3.52** Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services and Utilities provided to the Premises. In the event of a breach of this clause the Tenant will be liable to pay for the costs of any necessary Remedial Work.

**3.53** If they occur, to take reasonable steps to clear any stoppages or blockages in any of the drains, sinks, toilets, waste pipes and ventilation ducts which serve the Premises. In the event that such a stoppage cannot be cleared, to contact the Landlord or Landlord's Agent who will then arrange for any necessary Remedial Work to be undertaken.

**3.54** To keep clean and in good working order and free from obstruction all sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts exclusively served to or forming part of the Premises. In particular the Tenant must ensure that during the winter Months adequate precautions are taken to avoid damage by frost and freezing.

**3.55** Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

**Refuse**

**3.56** To remove all rubbish from the Premises and to place it in the dustbin or receptacles provided. Reasonable amount of rubbish is acceptable if the bins are overflowed and causing a nuisance then the tenant must remove this rubbish at their own expense. At the expiration of the tenancy if rubbish is left in the property or overflowing the bins then the tenant will be charged for removal of this rubbish and deducted from their deposit.

**3.57** Every week to ensure that refuse bags or, if applicable, the dustbin or other receptacles provided are left at designated refuse collection points on the designated refuse collection day.

**Inflammable substances and equipment**

**3.58** Not to keep or use any paraffin heater, liquefied petroleum gas heater or portable gas heater in the Premises. Not to store or bring onto the Premises any articles of a combustible, inflammable or dangerous nature. This does not include the use or storage of matches and cigarette lighters.

**3.59** Notwithstanding clause 3.58 above, the Landlord agrees that the Tenant may keep a small quantity of petrol, not to exceed 10 litres in total, for the use of garden machinery provided that the petrol is kept in a suitable container and stored in the garage or other secured outbuilding.

**Garden**

**3.60** To cut the grass (if any) of the Premises with an appropriate garden mower as necessary to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy and weed free, as at the commencement of the Tenancy.

**3.61** To allow such person(s) as may be authorised by the Landlord or the Landlord's Agent, on the giving of at least 24 hours' notice, to access the Premises for the purpose of attending to the garden and other incidental purposes in accordance with clause 3.38.

**3.62** Not to lop, cut down, prune or remove or otherwise injure any trees, shrubs or plants growing upon the Premises or to alter the general character of the garden.

**Smoking**

**3.63** Not to smoke or permit any guest or visitor to smoke tobacco in the Premises unless specifically permitted by the Landlord.

**3.64** Should the Landlord permit the Tenant to smoke and allow guests or visitors to smoke in the Premises, the Tenant will be liable to pay the costs of any additional professional cleaning or redecoration required to rid the Premises of the odour and/or staining of nicotine, including the washing of walls, woodwork and ceilings.

**Animals and Pets**

**3.65** Not to keep any domestic animals, reptiles' insects, fish or birds on the Premises other than those which the Landlord or the Landlord's Agent has consented to, as set out in Schedule 1.

The Landlord or the Landlord's Agent may subsequently withdraw consent to the keeping of the animals, reptiles, insects, fish or birds listed in Schedule 1 upon giving reasonable written notice.

**3.66** Where pets are kept under clause 3.65, to have the Premises professionally cleaned with de-infestation cleaner at the termination of the Tenancy and to provide a receipted invoice to the Landlord or the Landlord's Agent as written proof that this clause has been complied with. As security for any costs incurred by the Landlord or the Landlord's Agent in relation to treatment for infestation of the Premises after the Tenancy has terminated, £100 will be retained from the Deposit by the Landlord or the Landlord's Agent for three Months after the termination of the Tenancy. If no further infestation treatment has been required, then the £100 will be returned to the Tenant in accordance with clause 3.7.

**Usage**

**3.67** To occupy the Premises as the Tenant's only or principal home.

**3.68** To use the Premises for the purpose of a private residence only in the occupation of the Tenant and Permitted Occupiers (if any) and not for business purposes.

**3.69** Not to erect, abandon or place any hut, shed, caravan, house on wheels, boat, commercial vehicle, or any hoarding on the Premises without the written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld.

**3.70** To ensure that the Permitted Occupiers (if any) comply with all the Tenant's Obligations in this Agreement, except for the payment of Rent.

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**Cars**

**3.71** Not to service, repair or carry out any other work on cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance from time to time, to a vehicle of which the Tenant is the registered keeper

**Insurance**

**3.72** To inform the Landlord or the Landlord's Agent as soon as practicable in the event of loss or damage to the Premises or the Fixtures and Fittings. To assist the Landlord or the Landlord's Agent with an insurance claim by providing full written details of the loss or damage as soon as is reasonably practicable thereafter.

**3.73** Not to do anything which would render the policies of insurance held by the Landlord on the Premises and/or on the Fixtures and Fittings void or voidable or to increase the rate of premium on any such policy. Should there be a breach of this provision resulting in any expense or increase in insurance premium at renewal, to repay to the Landlord such extra sums as are necessary.

**3.74** Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by Permitted Occupiers, invited guests or visitors, which leads to devastation, harm or ruin of the Premises or its contents.

**3.75** For the avoidance of any doubt, the Tenant's belongings within the Premises are not covered by any insurance policy maintained by the Landlord.

**3.76** To reimburse the Landlord for any excess sum, payable under the Landlord's insurance policies for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors or guests in breach of this agreement.

**Assignment**

**3.77** Not to assign the Tenancy of the Premises or any part of it without the Landlord's consent, such consent not to be unreasonably withheld. The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted.

**3.78** Not to sub-let, take in lodgers or paying guests without the written consent of the Landlord or the Landlord's Agent, with such consent not being unreasonably withheld. Not to allow any person(s) other than the Tenant, Permitted Occupier(s) and under clause 3.78 the Assignee or Sub-Tenant to occupy or reside in the Premises. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

**Illegal, Immoral Usage**

**3.79** Not to use the Premises or knowingly allow the Premises to be used, for illegal or immoral purposes.

**3.80** Not to use, possess, cultivate or consume or allow to be used, possessed, cultivated or consumed on or about the Premises any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may at any time be prohibited or restricted by statute.

**3.81** If there is a breach of clause 3.79 then the Landlord shall be entitled to terminate absolutely this Agreement (provided that he first complies with his statutory obligations. This means the Landlord must issue proceedings and obtain an order for possession in the County Court). This is without prejudice to the Landlord's right to enforce all of the provisions set out in this Agreement and in particular, but not limited to, the Tenant's liability in respect of the payment of Rent until such time as the Premises are re-let and the Landlord's consequential losses arising from any other breach of the provisions set out in this Agreement.

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**Nuisance and Noise**

**3.82** Not to do or allow to be done on or in connection with the Premises anything which shall be or tend to be a nuisance or annoyance to any person residing, visiting or otherwise engaging in a lawful activity in the locality.

**3.83** Not to make or allow any unreasonable noise and in particular:

**3.83.1** not to hold or allow to be held any social gathering;

**3.83.2** not to sing or allow singing;

**3.83.3** not to use or allow to be used any vacuum cleaner or other mechanical appliance;

**3.83.4** not to play or allow to be played any musical instrument or sound reproduction equipment such as a television, radio or stereo system in the Premises in such a manner as to cause or be likely to cause any nuisance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent properties or so as to be audible outside the Premises between the hours of 23.00 and 07.00 on any day.

**Locks & Security**

**3.84** Not to install or change any locks in the Premises (except in an emergency, in which case a key to be provided to the Landlord or Landlord's Agent) without the prior written consent of the Landlord or the Landlord's Agent. If any lock is installed or changed in the Premises without the prior written consent of the Landlord or the Landlord's Agent, then to remove it if required by the Landlord or the Landlord's Agent and to make good any resulting damage.

**3.85** Not to change any burglar alarm codes (if any) without the prior consent of the Landlord or the Landlord's Agent, such consent not being unreasonably withheld. Where such consent is given, to promptly provide the Landlord or the Landlord's Agent with the relevant new code.

**3.86** If any additional keys are made, the Tenant shall deliver them to the Landlord or the Landlord's Agent, together with all remaining original keys, at the end of the Tenancy. If any such keys have been lost, the Tenant will pay to the Landlord or the Landlord's Agent on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belong.

**Empty Premises**

**3.87** Not to leave the Premises vacant for any continuous period of more than two weeks during the Tenancy without first notifying the Landlord or the Landlord's Agent. If required by the Landlord or the Landlord's Agent to prevent frozen pipes, to drain down all water supplies in or serving the Premises and to ensure that the stopcock is turned off and to comply with any other conditions reasonably required by the Landlord or the Landlord's Agent to prevent damage/loss to the Premises whilst it is vacant.

**3.88** To leave the heating on continuously at an appropriate setting if the Premises are vacant or unoccupied during the winter Months.

**3.89** To ensure that at all times when the Premises are vacant, all external doors and windows are locked and/or bolted and that any alarm is activated. The Tenant shall not change the control number of any alarm without the consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld.

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**Costs and Charges**

**3.90** To make good at his own expense any damage caused to the Premises or the Fixtures and Fittings which occur due to any breach of this Agreement.

**3.90.1** Where a Tenant requests a change to the signed tenancy agreement (e.g a change of sharer) and the Landlord endorses such a request, the Landlord is entitled to charge the Tenant up to £50 to vary the tenancy agreement as per the Tenant's request.

**3.90.2** Where the Tenant has lost a key or security device giving access to the housing, the Landlord can charge a default fee for the reasonable cost of its replacement.

**3.91** To pay to the Landlord or the Landlord's Agent all reasonable costs and expenses incurred by the Landlord or the Landlord's Agent (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of: -

**3.91.1** the recovery from the Tenant of any Rent or any other monies owed in breach of this Agreement;

**3.91.2** the enforcement of any of the provisions of this Agreement;

**3.91.3** the service of any notice relating to a breach by the Tenant of any of the Tenant's Obligations under this Agreement whether or not the breach shall result in court proceedings except where a court orders the Landlord to pay his own costs in any court proceedings.

**Consequences Of Termination In Breach Of This Agreement**

**3.92** If in breach of this Agreement the Tenant vacates the Premises before the Expiry Date, the Tenant will be liable to pay:

**3.92.1** The Rent up to the date that the Premises are re-let or the Expiry Date, whichever is the sooner; AND

**3.92.2** the standard rate of Council Tax, or any other replacement property tax, at the rate applicable to the Premises up until the date that the Premises are re-let or the Expiry Date whichever is the sooner; AND

**3.92.3** any standing and/or consumption charges for Utilities up until the date that the Premises are re-let or the Expiry Date whichever is the sooner; AND

**Superior Landlord**

**3.93** Subject to the Tenant having been provided with a copy of the Superior Lease or a notice of the restrictions in it, to comply with all the conditions of any Superior Lease under which the Landlord holds the Premises, and to observe any restrictions to which the Superior Lease is subject. The Tenant also agrees, if required by the Superior Landlord;

**3.93.1** to allow all references to be submitted to the Superior Landlord;

**3.93.2** to enter into any agreement, deed of covenant or license with the Superior Landlord, agreeing to observe and perform the covenants of the Superior Lease, subject to the Tenant having received reasonable notice of

- (a) the Superior Landlord's intention to require such an agreement, lease or license;
- (b) the contents of such an agreement, lease or license prior to signing this Tenancy Agreement.

**3.93.3** any standing and/or consumption charges for Utilities up until the date that the Premises are re-let or the Expiry Date whichever is the sooner; AND

**Inventory and Checkout**

**3.94** To check the Inventory provided by the Landlord or the Landlord's Agent and as soon as is reasonably practicable from receipt of the Inventory to notify the Landlord or the Landlord's Agent of any significant mistakes, misdescriptions or other amendments. If no such notification is received by the Landlord or the Landlord's Agent within a reasonable period the Tenant understands that at the termination of the Tenancy all damage or compensation for damage (over and above fair wear and tear) will be based and assessed upon the record contained in the Inventory unless the Tenant can provide proof that it is incorrect.

**3.95** To pay the reasonable costs incurred by the Landlord or the Landlord's Agent in making and attending a second appointment to check out the Inventory should the Tenant fail to keep the first appointment without giving the Landlord or the Landlord's Agent reasonable notice of cancellation. However, should the Landlord or the Landlord's Agent fail to keep the first appointment without first giving the Tenant reasonable notice of cancellation, the Landlord or the Landlord's Agent will be liable to pay any reasonable costs incurred by the Tenant.

**3.96** To promptly provide just before or immediately at the end of the Tenancy a forwarding or correspondence address to the Landlord or the Landlord's Agent for ease of administration and communication between the Parties, including the processes involved in the return of the Deposit.

**Notices Concerning The Premises**

**3.97** As quickly as is practicable after receipt, to send to the Landlord or the Landlord's Agent any formal or legal notice or orders or other similar document delivered to the Premises by a third party which relate to, or might significantly affect the Premises, its boundaries or neighbouring properties.

**3.98** To allow onto the Premises any persons that may reasonably require such access to effect work to a neighbouring property or any boundary divide at all reasonable times provided that not less than two days' notice has been given. Where such notice is given, to notify the Landlord or the Landlord's Agent as soon as possible of the intended access.

**Stamp Duty Land Tax**

**3.99** The Tenant is liable for paying any Stamp Duty Land Tax (SDLT) due on this agreement and for completing and submitting the relevant declaration form (SDLT1 and SDLT4) to the Inland Revenue.

PLEASE NOTE: These are the things that the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the Tenant may be entitled to claim damages or compensation from the Landlord, or to seek other legal remedies against the Landlord.

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**Reservations and Landlords Rights**

**3.100** The Tenant shall give the Landlord, or any anyone authorised by him/her in writing access to the Property for the purposes of: -

1. Inspecting the condition of the Property, or how it is being used; access will be sought if there is reasonable doubt the Tenant has not been at the property for 7 or more days following no communication to the Landlord.
2. Doing works which the Landlord is required or permitted to do under this Tenancy Agreement; Where the Tenant does not keep the prearranged appointment, the Tenant agrees to pay costs of £50 cancellation charge.
3. Complying with any statutory obligation;
4. Viewing the Property as a prospective buyer or tenant
5. Valuing the Property.
6. Except in emergency access under this clause may be exercised on 24 hours written notice and at reasonable hours.

**4. LANDLORD'S OBLIGATIONS**

The Landlord agrees to the following: -

**Quiet Enjoyment**

**4.1** That if the Tenant pays the Rent and performs and observes the Tenant's Obligations, the Tenant shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord.

**Insurance**

**4.2** To ensure the Premises and the Fixtures and Fittings with an insurance company of repute to their full value as normally covered by a householder's comprehensive policy.

**Condition of the Premises**

**4.3** To ensure that the Premises are watertight on the Commencement Date and that all installations, systems and appliances are clean and in proper working order.

**Interest and Consents**

**4.4** That the Landlord is the sole legal owner or, if more than one, that they are the joint legal owners of the leasehold or freehold interest in the Premises.

**4.5** That the Landlord has obtained all necessary consents from any Superior Landlord, mortgagee, insurer, or other interested Parties to enable him or them to enter this Agreement.

**Repair**

**4.6** This Agreement shall take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the Landlord obligations to repair and keep in good working order:

**4.6.1** the structure and exterior (including drains, gutters and external pipes) of the Premises;

**4.6.2** installations in the Premises for the supply of water, electricity, gas and sanitation (including basins, sinks, baths and sanitary conveniences). The Landlord is not however responsible for repairing other Fixtures and Fittings and appliances for making use of the supply of water, gas and electricity;

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**4.6.3** installations in the Premises for space heating and heating water.

Neither the Landlord or the Landlord's Agent will accept responsibility for charges incurred by the Tenant in repairing such items as are listed above except in the case of an emergency or where the Landlord is in breach of his obligations under this clause.

**4.7** To keep in repair and proper working order all mechanical and electrical items including washing machines, dishwashers, and other similar mechanical or electrical appliances belonging to the Landlord included in the Fixtures and Fittings. This Agreement shall not however be construed as requiring the Landlord to carry out any works for which the Tenant is liable under his duty to use the Premises and the Fixtures and Fittings in a Tenant-like manner.

**4.8** Where the Landlord supplies a working burglar alarm with the Premises at commencement of the Tenancy; to keep it in working order and repair, but only where such a repair is not caused by negligence or misuse by the Tenant, his invited guests or visitors.

**Safety Regulations**

**4.9** That all the furniture and equipment within the Premises complies with the **Furniture and Furnishings (Fire)(Safety) Regulations 1988** as amended in 1993.

**4.10** The gas appliances comply with the **Gas Safety (Installation and Use) Regulations 1998** and that a copy of the safety check record will be given to the Tenant on the Commencement Date.

**4.11** The electrical appliances at the Premises comply with the **Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. (Safety) Regulations 1994.**

**5. MUTUAL AGREEMENTS**

It is mutually agreed as follows:

**5.0** When the Landlord has agreed to an early termination of the tenancy and a suitable replacement tenant has been found, the Landlord can charge the Tenant any reasonable cost incurred related to remarketing of the property and the tenant is liable to pay the rent until the day a new tenant moves in.

**5.0.1** At the end of the fixed term (if the tenancy becomes periodic) or if the tenancy is renewed the rent will increase by minimum of 10%. This will be taken effect immediately after the fixed term and due as per the terms of this agreement.

**Re-instatement of property rendered uninhabitable**

**5.1** The Landlord's repairing obligations referred to in clause 4.6 shall not be construed as requiring the Landlord to:

- (a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the Premises in a tenant-like manner;
- (b) to rebuild or reinstate the Premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident;
- (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.

**5.2** The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.

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**5.3** This agreement is subject to all laws and statutes affecting assured shorthold tenancies. If a court decides that some part of the agreement is invalid or unenforceable, the rest of the agreement will still be valid and binding on all.

**Insured Risks**

**5.4** If the Premises are destroyed or rendered uninhabitable by an Insured Risk against which the Landlord may have effected insurance, then Rent shall cease to be payable until the Premises are reinstated and rendered habitable so long as such reinstatement is carried out within a reasonable period.

**5.5** Clause 5.4 will not apply if the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

**Reimbursement**

**5.6** Where the Landlord is entitled to do anything at the cost or expense of the Tenant under this Agreement then the Tenant shall pay the amount incurred to the Landlord or the Landlord's Agent within 14 days of written demand. If the Tenant fails to make payment the Landlord or the Landlord's Agent may deduct the unpaid amount from the Deposit in accordance with clause 3.5

**Council Tax**

**5.7** The Tenant shall pay the Council Tax for the Premises for the duration of the Tenancy. If the Landlord however pays, whether under a legal obligation or otherwise, then the Tenant shall reimburse the Landlord or the Landlord's Agent within 14 days of written demand that proportion of the Council Tax attributable to the Tenant's occupation of the Premises.

**Forfeiture**

**5.8** If at any time during the Term:

**5.8.1** the Rent or any part of the Rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or

**5.8.2** the Tenant does not perform or observe the Tenant's Obligations; or

**5.8.3** the Tenant shall become bankrupt or enter into a voluntary arrangement with his creditors; or

**5.8.4** if the Premises shall without the consent of the Landlord be left vacant or unoccupied for more than two weeks; or

**5.8.5** if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply (namely grounds 8, 10, 11, 12, 13, 14, 15 or 17) then the Landlord may re-enter the Premises (provided that he first complies with his statutory obligations. This means the Landlord must issue proceedings and obtain an order for possession in the County Court). At this time the Tenancy will come to an end, but this will not affect the Landlord's right of action in respect of the breach of the Tenant's Obligations contained in this Agreement.

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**Notices Concerning the Agreement**

**5.9** The Landlord notifies the Tenant under Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be sent to or served upon the Landlord is the Landlord's address: 52 High Street, Harrow, HA1 3LL.

**5.10** Should the Premises be subject to a mortgage granted before the beginning of the Tenancy the provisions for recovery of possession by a mortgagee in Schedule 2 of the Housing Act 1988 and Section 7(6) of the Housing Act 1988 apply accordingly. If the Landlord's mortgagee is or becomes entitled to exercise its power of sale, then the Landlord's mortgagee shall be entitled to forfeit this Agreement and gain vacant possession of the Premises on Ground 2 of Schedule 2 of the Housing Act 1988.

**5.11** Should the Premises be the Landlord's main or principal home before the beginning of the Tenancy the provisions for recovery of possession by the Landlord in Schedule 2 of the Housing Act 1988 apply accordingly.

**5.12** The provisions as to the service of Notices in section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant(s) shall be sufficiently served if;

**5.12.1** sent by ordinary first-class post to the Tenant(s) at the Premises or the last known address of the Tenant(s); or

**5.12.2** left addressed to the Tenant(s) at the Premises.

This clause shall apply to any Notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

**5.13** Any notice or other information given by post under Clause 5.12 which is not returned to the sender as undelivered shall be deemed to have been given 48 hours after the envelope containing the same was so posted, and proof that the envelope containing such notice or information was properly addressed and sent by first class prepaid post and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been given.

**5.14** Any notice or other transmission sent by telex cable, facsimile transmission, e-mail or comparable means of communication shall be deemed to have been duly received on the date of transmission.

**Data Protection And Confidentiality**

**5.15** The Agent may share details about the performance of obligations under this Agreement by the Landlord and the Tenant; past, present and future addresses of the Parties, with each other, with credit reference providers for referencing purposes and rental decisions; with Utility and Water Companies; local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 2018, you are entitled to see a copy of personal information held about you and to have it amended if it is shown to be incorrect .

**Counterparts**

**5.16** This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

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**Termination**

**5.17** It is agreed between the parties that either party may terminate this Agreement as follows:

**5.17.1** By the Landlord giving to the Tenant at least two Months' written notice, such notice to expire on the last day of a rental period;

**5.17.2** By the Tenant giving to the Landlord at least two Month's written notice, such notice to expire on the last day of a rental period;

**5.17.3** Under this clause notice from the tenant cannot take effect earlier than the last day of the tenth Month of the tenancy.

**5.17.4** Notice from Landlord or Tenant cannot be served that will end the tenancy between 1<sup>st</sup> December and 31<sup>st</sup> January

**5.17.5** Under this clause notice from the Landlord cannot take effect earlier than the last day of the sixth Month of the tenancy.

**MISCELLANEOUS**

- 1) The Tenant hereby acknowledges that they are aware that the Premises are above licensed Premises AND/OR within a purpose-built block of apartments and that music and other loud noise, not within the control of the Landlord may occur from time to time. The Tenant acknowledges that they have no rights of recourse to any remedies under the Environmental Pollution Act or other legislation.
- 2) The Tenant is to allow the Landlord or the Management Team or any other person authorised by the Landlord access to the Premises at all reasonable times of the day by giving the Tenant not less than 24' hours' notice (except in cases of an emergency).
- 3) The Tenant agrees that if the Inventory is not returned within seven days of the commencement date of the Term, the Tenant shall be deemed to have accepted as received.
- 4) To pay all charges in respect of Utilities consumed on the Premises, telephone lines installed on the Premises and the television licence fee – unless stated otherwise.

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**HOUSING BENEFIT**

- 1) The Tenant agrees that the appropriate authority may discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit, Council Tax or Universal Credit claims made at any time in relation to the renting of the Property.
- 2) If the Landlord or Landlord's Agent so requires and the rules allow it, the Tenant consents to any Benefit being paid directly to the Landlord's Agent.
- 3) The Tenant agrees to refund to the Landlord's Agent any Benefit overpayment recovery which is sought from the Landlord or the Landlord's Agent in respect of this tenancy, either before or after the Tenant has vacated the Property, where this creates a shortfall in the money owed to the Landlord or the Landlord's Agent.

**GENERAL DATA PROTECTION REGULATION (GDPR)**

We take your privacy seriously and will only use your personal information to administer your data to provide the products and services you have requested from us in relation to your tenancy. All CCTV is recorded in the communal areas of the blocks for security purposes. We will never contact you with details of products/offers/services or competitions. We will however be passing on details to companies such as Local Authorities, utility companies, contractors and enforcement agencies only in connection with your tenancy so that they can contact you by post/email or telephone, whichever is your preferred method of communication. This is due to legislation and to keep the property you are renting safe and your welfare safe. If you do not consent to us passing on your details for that purpose, you must let us know. You can equally opt out by stating this, but you must let us know this at any stage. If you are unsure, you can contact our Head Office.

**6.0 SCHEDULE 1**

**TENANCY DETAILS**

**Landlord(s): KRSNA Property Investments Ltd (6478604)**

**52 High Street, Harrow, HA1 3LL**

**Tenant(s): Mr. Wilson Iuri Almeida Da Silva and Ms Ronja Heinitz**

**Permitted Occupier(s): Mr. Wilson Iuri Almeida Da Silva and Ms Ronja Heinitz**

**Premises: Flat 1, 250 Kilburn Lane, W10 4BA (Ref:2)**

Together with the garage or parking space (if applicable)  
Excluding:

**Rent [6.0.1]** £ 1044.33 per calendar Month including Water Rates & WiFi  
**Deposit** £ 1205.00 which will be held by the Landlord in a TDS scheme  
**Term:** 12 Months  
**Commencement Date** 01.09.2021  
**Expiry Date** 31.08.2022  
**Rent Payment Date** 1st of the Month  
**Bank Account Details** **Bank: HSBC** **Name: Kings Oak Asset Portfolio Ltd**  
**Account Number: 62184427** **Sort Code: 40-45-27**

**DIRECT DEBIT** **DD Amount (incl. Utilities as per 6.0.1): £1044.33**  
**Pets**

The Landlord consents to the following pets (see clause 3.66):

Number: 0

Description: **N/a**

AST

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DS GB DS WADS DS RH

Initials.....

**Parking Space (If applicable) - Not Applicable**

The following definitions will apply to this clause:

**Council:** The Mayor and Burgesses of the

**CPZ:** means a controlled parking zone.

**Disabled Person's Badge:** means a disabled person's badge issues pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended).

**Planning Approval:** means the prior approval granted under planning reference number P/5343/15.

**Residents Parking Bay:** means a parking place designated in an order under section 45(2) of the Road Traffic Regulation Act 1984 for the use of designated residents in the locality.

**Residents Parking Permit:** means a permit issued by the Council to residents allowing the parking of a vehicle in a Residents Parking Bay on the highway within the area of the Council but not including Disabled Persons Badges.

**Retained Parts:** all parts of the Building other than the Property and any allocated parking space.

**Building:** the land and building known as.

- A** Not to use any allocated parking space other than for the parking of a private motor car or private motorcycle which has an MOT certificate if required and which is in the regular use of the Tenant or other Permitted Occupier of the Property without the prior written consent of the Landlord.
- B** Not to park any vehicles on the external areas of the Retained Parts.
- C** The Tenant or any Permitted Occupiers of the Property shall not apply for a Residents Parking Permit unless such Tenant or Permitted Occupier is or becomes entitled to be a holder of a Disabled Person's Badge PROVIDED THAT the Tenant or Permitted Occupier has first obtained confirmation from the Council in writing of such entitlement and has provided a copy of the entitlement to the Landlord.
- D** The Tenant nor any Permitted Occupiers of the Property shall purchase or procure the purchase of a Residents Parking Permit within any CPZ in the vicinity of the Building.
- E** Upon the change in the identity of any Tenant or Permitted Occupier of the Property the Tenant or Permitted Occupier shall procure that the Council is notified in writing within 10 working days of the change in occupation.

**PLEASE NOTE:** These are the things that the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the Tenant may be entitled to claim damages or compensation from the Landlord, or to seek other legal remedies against the Landlord.

**7.0 SIGNATURE of the LANDLORD**

This Agreement contains the terms and obligations of the Tenancy. It sets out the undertakings made by the Landlord to the Tenant and by the Tenant to the Landlord. These undertakings will be legally binding once the Agreement has been signed by both Parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this Agreement using plain and intelligible language, it inevitably contains some legal terms or references. **If you do not understand this Agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it.**

Date: 29/06/2021

**SIGNED** by, or for and on behalf of,  
the Landlord(s)

DocuSigned by:  
*Gary Bixley*  
7B9D50832EA5461...

Witnesses:  
Full Name (*In Block Capitals*)

Lavanya Manocha

Signed:

DocuSigned by:  
*Lavanya Manocha*  
86855595C4F04DB...

Name:

Lavanya Manocha

Date: 29/06/2021

AST

27

DS GB DS WADS DS RH

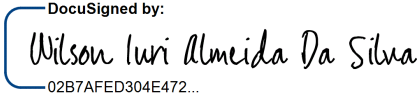
Initials.....

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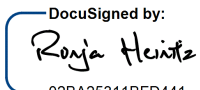
**7.1 SIGNATURE of the TENANT/s**

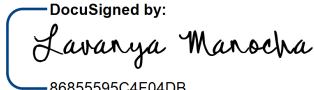
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**If you do not understand this Agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it.**

**SIGNED by the Tenant(s):**   
Full Name *(in Block Capitals)*  
28/06/2021

**Witnesses:**  
**Signed:**   
**Name:** Lavanya Manocha  
**Date:** 29/06/2021

**SIGNED by the Tenant(s):**   
Full Name *(in Block Capitals)*  
**Date:** 01/07/2021

**Witnesses:**  
**Signed:**   
**Name:** Lavanya Manocha  
**Date:** 29/06/2021