

DATED:

**01/06/2021**

**BETWEEN**

Alexandra SE20 Limited  
Company Registration No **08674985**

AND

George Gird, Sinziana Porfir

# ASSURED SHORTHOLD TENANCY

Housing Act 1988 (As amended by the HA 1996)

IN RELATION TO PREMISES:

Function Room, 163C Parish Lane, London, SE20 7JH

**Contract period:**

**01/06/2021- 31/05/2022**

01 Jun 2021



George Gird (Jun 3, 2021, 11:54pm)

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# 1. DEFINITIONS AND INTERPRETATION

"**ADR**" Alternative Dispute Resolution.

"**BACS**" Bank Automated System".

"**Binding Date**" Means the date the agreement becomes enforceable by being executed by the parties or their authorised representatives.

"**Commencement**" Means the date specified as the commencement date in clause 2.

"**Council Tax**" 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(s) and or the premises.

"**Deposit**" Means the amount specified as a tenancy deposit in clause 2.

"**Deposit Holder**" Means the person, firm or company who holds the deposit.

"**Disrepair**" Means something broken, damaged and or not working in the Let property that is an implied term for which the Landlord is liable to repair and or replace under this tenancy.

"**Expiry Date**" Means the date specified in clause 2 or the termination of any extension, continuation or Statutory Periodic Tenancy which arises.

"**Fixtures & Fittings**" Means any fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings contained in the inventory (which lists both the individual items and states their present condition) and signing on behalf of the parties at the commencement of this tenancy or any items replacing the same from time to time.

"**Insured Risks**" Fire flood, storm, tempest or other perils recognised as such by an insurer.

"**Inventory and Schedule of Condition**" Means any document prepared by the Landlord(s), Landlord's agent or an Inventory company and provided to the Tenant(s) detailing the Landlords fixtures, fittings, furnishings, equipment, the décor and condition of such and the Premises generally.

"**Joint and several**" Means that if the Tenant includes more than one person, each individual is liable to satisfy all the obligations of this tenancy agreement jointly. A maximum of 4 people can be joint tenants.

"**Landlord(s)**" Means the landlord(s) listed in clause 2 of this Agreement as being the joint or sole landlord of the Property, and their successors in title from time to time.

"**Landlord's Agent**" Means any person or company acting as an agent which may be specified in clause 2 if applicable.

"**The Premises**" Means the property referred to in clause 2 being the premises let to the Tenant (s) and is also referred to as "the property".

<b>“Tenant”</b>	Also referred to as 'the tenants' or 'the tenant' means the person(s) listed in clause 2 as the Tenant (s).
<b>“Tenancy”</b>	Means the entire period the Tenant (s) remains in occupation of the premises, possession of the premises, any extension, or Statutory Periodic Tenancy that may arise out of this agreement.
<b>“Expiry date”</b>	Means the date this tenancy fixed period ends (being the last day of the fixed period granted) or the termination of any extension or continuation or any statutory periodic tenancy which arises thereafter.
<b>“Scheme Administrator”</b>	Means as described in the Deposit Prescribed Information of the tenancy deposit scheme provider which are separate documents to this agreement.
<b>“Permitted Occupier(s)”</b>	Means the person(s) listed in clause 2 who is/are a person(s) licensed by the landlord to reside at the property for the duration of the tenancy.
<b>“Prohibited Payment”</b>	Means a payment not permitted under Schedule 1 of the Tenant Fees Act 2019.
<b>“Parties”</b>	Means the Landlord and Tenant.
<b>“Prescribed Mode”</b>	Means the only accepted method of serving documents/notices.
<b>“Rent”</b>	Means the amount set out in this tenancy, which excludes the charge for council tax, water, gas electricity and TV licence. These utilities are to be paid directly by the Tenant (s) to the relevant utility company. Any services (including utilities) that are to be included in the rent are expressly stated in writing in this tenancy.
<b>“Right to Rent”</b>	Means a person or persons who are a British citizen, a national of an EEA State other than the United Kingdom, a national of Switzerland or are permitted by the secretary of state to remain in the UK and rent residential premises whether for a limited time or not. Where a time limited right to rent ends, the person(s) become disqualified and do not have the right to rent. See chapter 1 of the Immigration Act 2014.
<b>“Term”</b>	Means the fixed period the property is let to the Tenant(s).



## 2. TENANCY DETAILS

This Assured Shorthold Tenancy Agreement dated the **01/06/2021** the binding date of this contract.

**BETWEEN the Landlord(s) and the Tenant(s), it is agreed as follows:**

**Landlord (s): Alexandra SE20 Limited**

Landlord's Address for service: **187 Rotherhithe New Road, London, SE16 2BE**

**The Tenant(s):** George Gird, Sinziana Porfir

**Permitted Occupier(s):** George Gird, Sinziana Porfir

**The Premises:** Function Room, 163C Parish Lane, London, SE20 7JH

**Term: 12 months with a break clause to take effect from 6 months (30/11/2021) with a minimum of 1-month notice required by the Tenant and 2 months' notice required by the Landlord"**

**Commencement date: 01/06/2021**

**Expiry Date: 31/05/2022**

**Rent: £ per calendar month: £1050.00**

**Deposit: £980.77**

**Rent Due Date: 01/06/2021**

**Payment:** in advance by equal monthly payments on the **same day of each month.**

**Payment Bank Details:** The Tenant has to make its rent payments to the bank account below:

Account Holder: **Alexandra SE20 Limited**

Sort Code: **308049**

Account Number: **31105968**

Reference to be used: **TE1098**

**Agent: -**

**Pets: The Landlord(s) consent to the following pets**

The Landlord does not consent now or in the future to any pets being kept at the Property as it would not be suitable due to the size of the Property and due to the close proximity of the neighbouring properties.

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### 3. TENANTS OBLIGATIONS

#### Rent

- 3.1. Where the Tenant is more than one person, the tenants are joint and severally responsible and liable for all obligations under this agreement.
- 3.2. To pay the rent and any other sum payable according to the terms of this agreement whether formally demanding or not, including any legal increase in the rent.
  - 3.2.1. The Tenant hereby covenants to pay the Rent on the days and in the manner aforesaid and will pay interest at the rate of 3% per annum over the most current Bank of England base rate on any rent in arrears for more than fourteen days calculated from the date upon which such Rent was due to be paid to the date upon which it is actually paid.
- 3.3. Any payment received for rent or any other sum payable under this agreement from a third party shall be paid on behalf of the Tenant and will not create any form of contract between such third party and the Landlord or Landlords Agent.
- 3.4. The Tenant shall not be entitled to withhold the payment of rent or any other sum payable under this agreement on the grounds that the Landlord or Landlords Agent holds a deposit.

#### Deposit

- 3.5. The tenancy deposit, if specified in clause 2, is paid by the Tenant to the Landlord or Landlords Agent, if the Tenancy Deposit is to be paid by anyone other than the Tenant, the Tenant must provide details of who is paying the deposit below for the purpose of the tenancy deposit scheme requirements; the Tenant must provide a copy of this agreement to any person referred to below for their own security.

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Email: \_\_\_\_\_

- 3.6. The deposit is held by the Landlord or Landlords Agent who will protect the tenancy deposit with a government authorised scheme. The deposit can only be released or partially released in accordance with the tenancy deposit scheme provider's rules or Court order.
- 3.7. Any interest earned from the deposit belongs to the Landlord or Landlords Agent.



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

- 3.8.1.** Any damage, or compensation for the damage, to the premises, its Fixtures and Fittings or for missing items which the Tenant is liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 3.8.2.** The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- 3.8.3.** Any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
- 3.8.4.** Any sum repayable by the Landlord to the local authority where housing benefit has been paid directly to the Landlord or the Landlord's Agent by the local authority.
- 3.8.5.** 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 Landlords Agent.
- 3.8.6.** Any reasonable legal and other professional fees incurred by the Landlord, including those incurred by the Landlords Agent in enforcing the terms of this agreement, except where a court orders then Landlord to pay his own costs in any court proceedings.
- 3.8.7.** Any reasonable costs incurred by the Landlord through the early termination of the Tenancy by the Tenant in breach of this Agreement including pro-rata proportion of the Landlord's re-letting costs.

### **Protection of the Deposit**

**3.9.** The deposit will be protected with a government authorised scheme in accordance with the s.212 – s.215 of Housing Act 2004 and the prescribed information relating to the protection of the tenancy deposit shall be served upon the Tenant by the Landlord or Landlords Agent.

### **At the end of the Tenancy**

**3.10.** If at any time during the Tenancy the amount held in respect of the deposit is less than the sum stated clause 2, 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.

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- 3.11. 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 first be entitled to deduct from the Deposit all such rent, monies, loss, expenses, and any other sum payable by the Tenant under this Agreement.
- 3.12. The Landlord or Landlord's Agent will be entitled to deduct from the Deposit all reasonable costs to reflect the administrative work undertaken to arrange any remedial works owing to any damage cause by the Tenant; the Tenant will be notified of the nature of such deductions in writing to the Tenant or any persons named in clause 3.2 who may have paid the Deposit.
- 3.13. Should any deduction exceed the Deposit amount, the amount of any excess shall be paid by the Tenant within 14 days of written demand.
- 3.14. Any property or belongings of the Tenant or members of the Tenants household left at the Premises will considered abandoned if, after the end of the Tenancy and expiry of 14 days written notice sent the Premises the Tenant has not responded or removed such property or belongings. In such circumstances the Tenant shall be liable to pay to the Landlord or Landlord's Agent:
  - 3.14.1. The reasonable costs incurred by the Landlord or Landlord's Agent in storing, removing or disposing of such property.
  - 3.14.2. Damages at a rate equivalent to the daily occupational rate of the property calculated from the rent due under this agreement where any property or belongings cannot be easily removed from the premises or in any way prevents the Premises being re-let, sold or occupied by the Landlord or owner.
  - 3.14.3. Any additional reasonable expenses incurred by the Landlord or Landlord's Agent in checking the Inventory, which cannot be finalised until all property and or belongings to the Tenant or from the Tenant's household have been removed.
  - 3.14.4. Where such amounts are not paid, the Landlord or Landlord's Agent may deduct such amounts from the deposit.
- 3.15. Neither the Landlord or the Landlord's Agent shall be required to refund the deposit in full or partially where there is a change in the person or persons who for the time being comprise the Tenant.

### **Right to Rent**

- 3.16. By entering into this Agreement, you confirm that you have the right to rent premises in the UK; your immigration status permits you to rent premises in the UK.
- 3.17. To notify the Landlord(s) or the Landlords Agent in writing if your immigration status or right to rent in the UK has or is likely to change or you become disqualified from renting residential premises in the UK.



- 3.18.** Not to permit anyone to reside in any part of the Premises who does not have the right to rent in the UK and to notify the Landlord or the Landlords Agent of any change in the immigration status or right to rent of any permitted occupier or other persons residing in the premises whether agreed or not with the Landlord(s) or the Landlords Agent.

### **Condition of Premises and Repair**

- 3.19.** To keep the interior or the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (with the exception only of the installation which the Landlord is liable to repair under Section 11 of the Landlord & Tenant Act 1985 as listed in clauses 4.6 to .48).
- 3.20.** To keep the interior of the Premises in good decorative order and condition by the Tenant, and any person residing or visiting the Premises.
- 3.21.** To take reasonable steps care of the Premises including any fixtures and fittings and to keep the Premises and any Fixtures and Fittings in clean and tidy condition.
- 3.22.** To make good, pay for, or compensate the Landlord for:
- 3.22.1.** All damages to the Premises cause by the act or omission of the Tenant or any person who resides or visits the Premises.
  - 3.22.2.** The repair or replacement of all Fixtures and Fittings that may be damaged, destroyed, lost or stolen.
- 3.23.** To keep all electric lights in good working order and particularly replace all fuses, bulbs and fluorescent tubes whenever necessary.
- 3.24.** To test at regular intervals any battery-operated smoke and carbon monoxide alarms or detectors that may be fitted in the Premises and to replace the battery supply in the same when necessary.
- 3.25.** To promptly inform the Landlord or Landlords Agent in writing of any smoke or carbon monoxide alarm or detector that may cease to work following a new battery being fitted.
- 3.26.** To immediately replace any glass window with the same quality glass, or better should any legislation or regulation require it, should any glass be broken or damaged by the any act or omission of the Tenant, any person residing or visiting the Premises and to notify the Landlord or Landlords Agent immediately in writing.
- 3.27.** To promptly notify the Landlord or the Landlords Agent in the Prescribed Mode of any Fixtures and Fittings which are defective or need to be repaired and are the Landlords obligation to repair under clauses 4.6. to 4.8. Such notification must be sent via:



- 3.28.** To carry out repairs or other works 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 Landlords Agent. If the Tenant fails to comply with such a notice the Landlord or the Landlords Agent may notify the Tenant of such work to be carried out and the reasonable expenses to of such works to be the liability of the Tenant whether or not initially paid by the Landlord or Landlords Agent.
- 3.29.** To take all appropriate precautions including any precautions reasonably require by the Landlord or Landlords Agent to prevent frost damage occurring to any installation in the Premises.
- 3.30.** 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 away and clean any surfaces from time to time to stop the build-up of mould growth or damage to the Premises, Fixtures and Fittings.
- 3.31.** To inform the Landlord or Landlords Agent in the Prescribed Mode of any repairs required in or to the Premises for which the Landlord is responsible. The Prescribed Mode is that defined on page 2 being:
- i. First class recorded delivery to the Landlords address for service,
  - ii. Email to any Email address provided for such communication, or
  - iii. Facsimile to any fax number provided for such communication.
- 3.32.** Not to carry out or instruct others to carry out any repairs in or to the Premises without the prior written authorisation of the Landlord or the Landlords Agent, except in an emergency.
- 3.33.** The Tenant will be liable for the cost of any damage of any work carried out that is in breach of this Agreement.
- 3.34.** If the Tenant brings any gas appliance(s) into the Premises, the Tenant must ensure they are safe to use and are connected by correctly by a qualified Gas Safe registered engineer and to stop using any gas appliance which is or becomes known to be dangerous to the occupants and or the Premises.
- 3.35.** If the Tenant brings any Solid Fuel Burning Appliance(s) into the Premises authorisation must first be obtained to do so from the Landlord or Landlords Agent and in any event the Tenant is responsible for installing a carbon monoxide alarm or detector for such an appliance(s) the Tenant may bring into the Premises.

### **Cleaning**

- 3.36.** To present the Premises and the Fixtures and Fittings at the end of the Tenancy in a clean and tidy condition and in good order.

- 3.37. To clean the inside of the windows of the Premises as often as is necessary and prior to the Expiry Date or Surrender of Tenancy.
- 3.38. To have any carpets, curtains, upholstery, counterpanes and or linen which may be provided professionally cleaned during and before the termination of the Tenancy.
- 3.39. To have all working chimneys and flues (if any), made use of use by the Tenant, thoroughly swept and cleaned.

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

- 3.40. Not to tamper or interfere with or alter or add to the Utility installations or meters in or serving the Premises.
- 3.41. To pay all charges in respect of Utilities consumed on the Premises, telephone lines installed on the Premises and television license fee.
  - 3.41.1. The laundry services provided by the Landlord are not included in the rent and must be paid separately by the Tenant by purchasing washing cards from the landlord or its representative.
- 3.42. Not to change any existing telephone number without the prior written consent of the Landlord or Landlords Agent or to procure the telephone number to any different address than that of the Premises.
- 3.43. 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 and to complete any applications necessary for the supply of Utilities and telephone lines to the Premises in the name of the Tenant.
- 3.44. The Tenant is responsible for charging the pre-paid electricity card meter by purchasing electricity cards from the landlord or its representative.
- 3.45. If such consent is given for the changing of any meter at the Premises, the Tenant shall be liable for cost for the removal and installation of the new meter and to pay for the cost of any damage that may be caused through such removal or installation. The Tenant shall be liable for the cost of the Landlord changing the meter to its original meter position or meter type.
- ~~3.46. The Tenant agrees that the data about the Tenant and the Premises may be provided by the Landlord or Landlords Agent to the suppliers of Utilities or telephone line.~~
- ~~3.47. The Tenant may change the electricity supplier after the Commencement Date.~~
- ~~3.48. To pay the cost of emptying and cleaning the cesspit or septic tank (if any) on an annual basis and before the Expiry Date.~~

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~~3.49. If the water supply is metered, where the meter is accessible the Landlord or the Landlords Agent will record in writing the meter readings on the Commencement Date and on the termination of the tenancy provided the Tenant brings the Tenancy to an end in accordance with this Agreement.~~

~~3.50. Where such a water meter is not accessible the Landlord or the Landlords Agent will arrange for the local water authority to record the meter readings as soon as possible to the Commencement Date and termination of the Agreement which is not in breach of this Agreement and the Tenant shall be liable for the cost of those readings.~~

3.51. If the Utilities or telephone supplies to the Premises are disconnected in consequence of either the Tenant failure to pay any charge relating to the service(s) provided or resulting from any other act or omission by the Tenant, the Tenant shall repay to the Landlord or the Landlords Agent all costs incurred in reconnecting the service including any outstanding arrears there may be for such services.

### Access and Inspection

3.52. To permit the Landlord or the Landlords Agent to enter the Premises at a reasonable time on giving at least 24 hours' notice, except in emergency, for the purpose of:

3.52.1. Examining the condition of the Premises,

3.52.2. Inspecting, maintaining, repairing, altering, improving or rebuilding any adjoining or neighbouring property;

3.52.3. Maintaining, repairing or replacing the Fixtures and Fittings;

3.52.4. Any viewings the Landlord or Landlord's Agent may wish to conduct in the event the property is marketed for sale;

3.52.5. Complying with any obligation imposed on the Landlord by Law.

3.53. The Tenant will also permit entry to the Premises to all other persons authorised by the Landlord or Landlord's Agent who may attend with or without the Landlord or Landlord's Agent. If the Tenant fails to permit access to the Premises at any appointments without first giving reasonable written notice of cancellation to the Landlord or Landlords Agent the Tenant shall be liable for any costs incurred by the Landlord or Landlords Agent for the time spent.

3.54. To permit "For Sale/Rent" boards to be erected at the Premises at any time during the tenancy in the event the Landlord or Owner wishes to market the Premises for sale/rent.



### **Alteration and Redecoration**

- 3.55. 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 Landlords Agent.
- 3.56. Not to permit any waste, spoil or destruction to the Premises.
- 3.57. 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 coverings or decoration of such surfaces.

### **Electrical & Telephone Installations**

- 3.58. Not to alter or extend the electrical installations, wiring or telephone installations or wiring at the Premises.
- 3.59. To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket adaptors, extension cables or electrical appliances themselves.

### **Infestation**

- 3.60. 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 an infestation occurs resulting from any act or omission by the Tenants, anyone residing or visiting the Premises the Tenant shall be liable for any reasonable costs for fumigating and cleaning any affected areas in or around the Premises and for rectifying and removing the cause of such infestation.

### **Washing**

- 3.61. Not to hang any washing, clothes or other articles outside the Premises otherwise than a place designated or permitted by the Landlord or Landlords Agent for doing so.
- 3.62. Not to hang wet or damp items of washing upon any Fixtures and Fittings and in any event to ensure the Premises.
- 3.63. To ensure the Premises is ventilated and heated well when any damp or wet items of clothing may be placed anywhere in the Premises which is not in breach of this Agreement for the prevention of damp and mould growth.

### **Affixation of Items**

- 3.64. 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 permission of the Landlord or the Landlords Agent, such consent is not to be unreasonably withheld.
- 3.65. 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 or any adhesive fixings or any other similar substance.



- 3.66. Subject to prior written consent from the Landlord or Landlords Agent, the Tenant may hang pictures frames and placards on the internal walls of the Premises using fixtures designed for hanging the same. Before the end of the Tenancy the Tenant must remove such fixtures and rectify any damage that may have been caused from them.

**Fixtures and Fittings**

- 3.67. Not to remove any of the Fixtures and Fittings from the Premises without obtaining prior consent from the Landlord or Landlords Agent.
- 3.68. If consent is provided to remove any Fixtures and Fittings, the Tenant shall be responsible for storing such item(s) in safe place and remain undamaged and do not deteriorate, the Tenant shall be responsible for such items being returned to the original places before the end of the Tenancy.
- 3.69. The Tenant shall pay the costs of any Fixtures and Fittings removed which are damaged or deteriorate and for any damage caused upon the removal or re-fitting of the same.

**Drains**

- 3.70. Not to overload, block up or damage any of the drains, pipes, wires or cables or any apparatus or installation relating to the services and Utilities provided to the Premises.
- 3.71. In the event of stoppages or blockages, to take reasonable steps to clear any stoppage or blockage in any of the drains, sinks, toilets, water and waste pipes and ventilation ducts which serve the Premises. In the event of any stoppage or blockage that cannot be cleared, to contact the Landlord or Landlords Agent.
- 3.72. The Tenant will be liable for the costs of any remedial works required to the drains, sinks, toilets, water and waste pipes and ventilation ducts should the remedial work be required owing to an act or omission from the Tenant.
- 3.73. To keep clean and in good working order and free from obstruction al sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts exclusively served to or forming part of the Premises.
- 3.74. To take precautions when necessary to prevent damage to the sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts exclusively served to or forming part of the Premises from frost or freezing.
- 3.75. Not to permit oil, grease or other harmful or corrosive substance to enter any of the sanitary appliances or drains within the Premises.

**Refuse**

- 3.76. To remove all rubbish from the Premises and to place it in the dustbin or receptacles provided.



- 3.77. 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**

- 3.78. 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 combustible, inflammable or dangerous nature, save in the case of matches, candle or cigarette lighters.
- 3.79. If the Premises comprises of a garage or any outbuilding, notwithstanding clause 3.75. above, the Tenant may store a up to 10 litres of fuel for use of machinery provided that such fuel is kept in a suitable container in the garage or outbuilding.

### **Garden**

- ~~3.80. 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.~~
- ~~3.81. To keep the patio areas, paths, lawns, flower beds, shrubs, bushes (if any) tidy and weed free.~~
- ~~3.82. To allow any person(s) authorised by the Landlord or Landlords Agent, on at least 24 hours' notice having been given, access to the Premises for the purpose to attend to the garden if necessary.~~
- ~~3.83. Not to lop, cut down, prune or remove or injure any trees, shrubs or plants growing on the Premises and not to alter the general character of the garden.~~

### **Smoking**

- 3.84. Not to smoke or permit any guests or visitor to smoke in the Premises unless permitted by the Landlord in writing.
- 3.85. Should the Landlord grant permission to the Tenant to smoke and or allow visitors to smoke in the Premises, the Tenant will be liable to pay the costs of any professional cleaning, decoration or associated work required remove the odour and or staining caused anywhere in the Premises.

### **Animals and Pets**

- 3.86. Not to keep any domestic animals, reptiles, insects, fish or birds on the Premises unless permitted by Landlord in writing as to what animal(s) or pet(s) may be so permitted.
- 3.87. If consent is given to the Tenant or any permitted occupier permission to keep animals or pets on the Premises, such consent may be withdrawn by giving a reasonable notice period in writing.

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- 3.88. Where pets are kept with the permission of the Landlord as required under clause 3.84. to have the Premises professionally cleaned with de-infestation cleaner before the termination of the tenancy.
- 3.89. To be liable for the costs of the professional cleaning, de-infestation and repairing any damage or deterioration owing to the keeping any pets.

**Usage**

- 3.90. To occupy the Premises as a principle home.
- 3.91. To use the Premise for the purpose of private residence only to be occupied by the Tenant(s) and any permitted occupier(s).
- 3.92. Not to use the Premises for business purposes.
- 3.93. Not to erect, abandon or place any hut, shed, caravan, mobile home or similar, boat, commercial vehicle or any hoarding on the Premises without the written consent of the Landlord or Landlords Agent, such permission not to be unreasonably withheld.
- 3.94. To ensure any permitted occupiers visitors in the Premises comply with the Tenants obligation under this Agreement and to be liable for any act or omission of permitted occupiers or visitors which would otherwise breach this agreement except for the payment of rent.

**Cars**

- ~~3.95. Not to service, repair or carry out any other work on cars, motorcycles, vans, commercial vehicles or other vehicles at the Premises apart from general maintenance from time to time to a vehicle that the Tenant is the registered keeper of.~~

**Insurance**

- 3.96. To inform the Landlord or Landlords Agent as soon as practicable in the event of loss or damage to the Premises of the Fixtures and Fittings. To assist the Landlord or the Landlords Agent with an insurance claim by providing full written details of the loss or damage as soon as is reasonably practicable.
- 3.97. Not to do anything any that would knowingly render any insurance policy held by the Landlord on the Premises and or on the Fixtures and Fittings void or to increase the rate of premium on any policy.
- 3.98. To be liable for any expenses or increase in insurance premium at renewal should a breach of clause 3.94. occur.



- 3.99. Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by any permitted occupier(s), guests or visitors which leads to devastation, harm or ruin of the Premises or its contents.
- 3.100. The Landlord is not responsible for insuring the Tenants belongings within the Premises.
- 3.101. To reimburse the Landlord for any excess sum payable under any insurance policies for any claim made on such policies which results from any act or omission from the Tenant, permitted occupier(s), guests or visitors.

### **Assignment**

- 3.102. Not to assign the Tenancy of the Premises or any part of it to anyone else without the written consent of the Landlord and to be liable with any of the Landlords expenses there may be in relation to such a consented assignment.
- 3.103. Not to sub-let the Premises or any part of it without the written consent of the Landlord.
- 3.104. Should written consent be provided to assign the tenancy at the Premises or sub-let the Premises, to only allow permitted occupiers, assignees and sub-tenant to reside at the Premises and ensure the Premises is not overcrowded.

### **Illegal, Immoral Usage**

- 3.105. Not to use the Premises or knowingly allow the Premises to be used for illegal or immoral purposes.
- 3.106. Not to use or allow anyone other person(s) to use, possess, cultivate or consume any drugs mentioned in the Misuse of Drugs Act 1979 (as may be amended), any controlled restricted substances which may at any time whether before on or after the commencement of this Agreement.

### **Noise and Nuisance**

- 3.107. Not to do or allow to be done on, or in connection with; the Premises which shall be a nuisance or annoyance to any person in locality of the Premises.
- 3.108. Not to create or permit any unreasonable noise and particularly not to:
  - 3.108.1. hold or allow to be held any social gathering,
  - 3.108.2. to sing or allow singing,
  - 3.108.3. to use or allow any machinery or other mechanical appliance;
  - 3.108.4. to play or allow to be played any music, musical instruments, television or radio in such a manner that causes to is likely to cause any nuisance, disturbance or inconvenience to any person in the neighbouring, adjoining or



adjacent properties.

- 3.108.5.** Not to do or allow to be done any of the things referred to in clauses 3.108.1. – 3.108.4. between 23:00 and 07:00 on any day.

### **Locks and Security**

- 3.109.** Not to install or change any locks in the Premises (except in an emergency, in which case a key for the new locks must be provided to the Landlord and Landlords Agent) without prior written consent from the Landlord or the Landlords Agent.
- 3.110.** To pay the cost of any damage arising out of the changing of locks with or without written consent of the Landlord or Landlords Agent.
- 3.111.** Not to change any burglar alarm and or the codes for the same (if any) without prior written consent from the Landlord or the Landlords Agent. Where such consent is given and a code is required to enable or disable the alarm, the code must be provided to the Landlord and Landlords Agent in writing.
- 3.112.** If any additional keys are made in relation to the Premises the Tenant shall deliver them to the Landlord or the Landlords Agent upon the termination of the Tenancy.
- 3.113.** If any keys to the Premises are lost or stolen, the lock for which the key is lost or stolen must be replaced for security. The Tenant shall pay the cost of replacing the lock for which the key has been lost or stolen to the Landlord or Landlords Agent.

### **Vacating Premises**

- 3.114.** Not to leave the Premises vacant for any continuous period of more than 14 days without providing written notice to the Landlord or Landlords Agent prior.
- 3.115.** If required by the Landlord or Landlords Agent following receiving written notice of a period in which the Premises shall remain vacant, to drain all water supplies to the Premises to prevent the freezing of any water pipes and to ensure any stopcock is turned off and to comply with any other condition reasonably required due to any vacant period.
- 3.116.** To leave the heating on continuously or to turn on at regular intervals if on a timer if the Premises if left vacant in any winter months.
- 3.117.** To ensure that at all times when the Premises are vacant, all external doors and windows are locked and or bolted (depending how the windows lock) and that any alarm is activated.

### **Costs and Charges**

- 3.118.** To pay to the Landlord or Landlords Agent all reasonable costs and expenses incurred by the Landlord or the Landlords Agent (including but not limited to the

costs any of the Landlords solicitors or other legal professionals or advisors in relation to:

- 3.118.1. The recovery of any rent or any other payment due owed resulting from any breach of this Agreement;
  - 3.118.2. The enforcement of any of the provisions of this Agreement;
  - 3.118.3. The service of any notice relating to a breach by the Tenant of any of the Tenant's obligations under this Agreement whether any such breach results in Court proceedings unless otherwise ordered by a Court in any proceedings.
- 3.119. To pay any reasonable costs to the Landlord or Landlords agent arising out of this Agreement for any act or omission which is to or has incurred the Landlord or Landlords Agent any costs.
- 3.120. To pay the costs or part of any costs for any services that may be required by the Landlord from the Landlords Agent such as but not limited to the preparation of this agreement and associated costs.

### **Consequences of Termination in Breach of this Agreement**

- 3.121. If in breach of this Agreement the Tenant vacates the Premises before the Expiry date, the Tenant will be liable to pay:
- 3.121.1. The Rent due up to the date that the Premises is re-let or the Expiry Date, whichever is sooner,
  - 3.121.2. The standard rate of council tax and replacement property tax at the rate applicable to the Premises until the date that the Premises is re-let or the Expiry Date, whichever is sooner,
  - 3.121.3. Any charges for the Utilities until the date that the Premises is re-let or the Expiry Date, whichever is sooner, and
  - 3.121.4. The Landlords costs of re-letting the Premises should the Premises be re-let before the Expiry Date.

### **Superior Landlord**

- 3.122. 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 comply with any restrictions.
- 3.123. If required by the Landlord, to permit references to be provided to any Superior Landlord and to enter into any agreement, deed of covenant or license with the Superior Landlord and not to breach such contract or deed subject to the Tenant having reasonable notice prior to the commencement of this Agreement of the



Superior Landlord's intention to require such an agreement or deed.

### **Inventory and Checkout**

- 3.124. To check the inventory provided by the Landlord or the Landlords Agent and within 7 days from receipt of the Inventory to notify the Landlord or the Landlords Agent of any significant mistakes, incorrect descriptions or other amendments which may be reasonably required. If no such notification is received by the Landlord or the Landlords Agent within the required period, the Inventory shall be relied upon based on the records contained within it.
- 3.125. To pay the costs incurred by the Landlord or the Landlords Agent in making and attending a second appointment to check out the Inventory should the Tenant fail allow access to the Premises on the first mutually agreed visit without first giving the Landlord or Landlords Agent reasonable notice in writing to cancel such appointment.
- 3.126. To promptly provide, either before or immediately after the Tenancy coming to an end, a forwarding or alternative address for service to the Landlord or the Landlords Agent.

### **Notices Concerning the Premises**

- 3.127. As soon as is practicable after receipt, to send to the Landlord or the Landlords Agent any formal notice, legal notice, order or similar document(s) delivered to the Premises which relate to or may affect the Premises, its boundaries or neighbouring properties.
- 3.128. 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 2 days written notice has been given. Where such notice is given, to notify the Landlord or Landlords Agent as soon as possible of the intended access.

### **Stamp Duty Land Tax**

- 3.129. 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.

### **4. Landlord's Obligation**

The Landlord agrees to the following: -

### **Quiet Enjoyment**

- 4.1. The Tenant shall peaceably hold and enjoy the Premises during the Term and until the Termination of the Tenancy without any unlawful interruption by the Landlord.



## Insurance

- 4.2. To insure the Premises and the Fixtures and Fittings with an insurance company of repute to their full value.

## Condition of the Premises

- 4.3. To ensure that the Premises are water tight 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 or, if more than one; that they are the joint legal owners of the leasehold or freehold interest in the Premises or that the Landlord has the required consent from such legal owner(s) to let the Premises.
- 4.5. That the Landlord or relevant person has obtained all necessary consents from any Superior Landlord, mortgagee, insurer, or other interested Parties to enable this agreement to be entered into by the Landlord.

## Repair

- 4.6. This Agreement shall take effect subject to the provisions of Section 11 – 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;
- 4.6.3. Installations in the Premises for space heating and heating water.
- 4.6.4. Neither the Landlord nor the Landlords Agent will accept responsibility for charges incurred by the Tenant in repairs such items listed above except in the case of an emergency, where the Landlord is in breach of the Landlords Obligations or it is agreed in writing between the Landlord and Tenant.
- 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.
- 4.8. The Landlord shall not be required to bear any costs that may fall due for any repairs for which the Tenant is liable arising out of damage or neglect by the Tenant.
- 4.9. 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**

- 4.10. If the property is furnished by the Landlord, that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 (as amended).
- 4.11. 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.
- 4.12. 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**

The parties mutually agree the following:

#### **Premises Rendered Uninhabitable**

- 5.1. The Landlords repairing obligations shall not require the Landlord to:
  - 5.1.1. Carry out works or repairs for which the Tenant is liable by virtue of the Tenants duty to use the Premises in a tenant-like manner;
  - 5.1.2. To rebuild or reinstate the Premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident,
  - 5.1.3. 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.
- 5.3. This agreement is subject to all laws and statutes affecting Assured Shorthold Tenancies.

#### **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 reasons 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 Landlords Agent within 14 days of written demand. If the Tenant fails to make payment the Landlord or the Landlords Agent may deduct the unpaid from the Deposit.

### **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 Landlords Agent within 14 days of written demand that proportion of the Council Tax attributes to the Tenant's occupation of the Premises.

### **Prohibited Payments**

- 5.8. In the event the Landlord or Landlords Agent has taken a payment from the Tenant, or any person acting on behalf of the Tenant or guarantor for the Tenant under this agreement which is a payment not permitted by Schedule 1 of the Tenant Fees Act 2019 the Landlord shall be entitled to set-off such payment against any sum outstanding under the terms of this Agreement provided that the sum outstanding is a permitted payment for the purpose of the Tenant Fees Act 2019.

5.8.1. Where the Tenant has paid a holding deposit in connection with the property before this Agreement was entered into, the Landlord and Tenant agree that the Landlord may use the holding deposit towards either the first payment of rent due under this Agreement or the tenancy deposit.

5.8.2. Where the Tenant has made a prohibited payment to the Landlord and the there is no outstanding sum owed by the Tenant under the terms of this agreement, the Tenant must immediately notify the Landlord in writing that a prohibited payment has been taken and may demand a refund of the prohibited payment which the Landlord must repay within 14 days of service of such notice.

### **Grounds for Possession**

- 5.9. If at any time during the Tenancy:

5.9.1. The Rent or any part of the Rent shall remain unpaid for 14 days after becoming payable (whether formally demanded or not); or

5.9.2. The Tenant does not perform or observe the Tenants Obligations; or

5.9.3. The Tenant shall become bankrupt or enter in to a voluntary arrangement with any creditors; or

5.9.4. If the Premises shall without the consent of the Landlord be left vacant or unoccupied for more than two weeks; or

5.9.5. If any of the grounds listed in Schedule 2 to the Housing Act 1988 (as amended) apply; the Landlord may take necessary action to recover possession of the





Premises.

### Notices Concerning the Agreement

- 5.10.** The Landlord notifies the Tenant under Sections 47 and 48 of the Landlord and Tenant Act 1987 that the Landlords address for service of notices is the address referred to under clause 2 of this Agreement as the Landlords address for service.
- 5.11.** 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 Section 7 and Schedule 2 to the Housing Act 1988 (as amended) 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 to gain vacant possession of the Premises.
- 5.12.** Should the Premises be the Landlord's main or principal home before the Commencement Date the provisions for recovery of possession of the Premises by the Landlord in Schedule 2 to the Housing Act 1988 (as amended) shall apply accordingly.
- 5.13.** The provisions as to the service of Notices in Section 196 of the Law of Property Act 1925 apply and, in addition, any Notice served on the Tenant shall be sufficiently served if;
- 5.13.1.** Sent by ordinary first-class post to the Tenant at the Premises or the last known address of the Tenant; or
- 5.13.2.** Left addressed to the Tenant at the Premises.
- 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 by the recipient on the date of transmission.

### Data Protection and Confidentiality

- 5.15.** The Agent may share details about the performance of obligations under 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 1998 you are entitled, on payment of a fee which will be no greater than that set by statute, 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.



## 6. SIGNATURE(S) OF TENANT(S)

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 are prepared to agree to. If you do not understand this Agreement, or anything in it, it is recommended you ask for an explanation before signing it.


Date

01 Jun 2021

Full Name

George Gird

Signature



George Gird (Jun 3, 2021, 11:54pm)


Date

01 Jun 2021

Full Name

Porfir Sinziana

Signature



Sinziana Porfir (Jun 4, 2021, 12:03am)



Sinziana Porfir (Jun 4, 2021, 12:03am)



George Gird (Jun 3, 2021, 11:54pm)  
Tenants Initials. ....

**6.1. Signature of Tenants for Documents Received by Tenants(s)**

- Energy Performance Certificate
- Gas Safety Certificate (if applicable)
- How to Rent: The Checklist for Renting in England
- Tenancy Deposit Prescribed Information (if applicable)
- Electrical Certificate

The Tenant (s) confirm they have received any documents ticked above by signing below. If any of the above are not ticked but applies to this tenancy, the Landlord or Landlords Agent may serve such document(s) at a later date. Do not sign below if you have not received the documents ticked above.

Full Name

Signature

Full Name

Signature

**7. SIGNATURE(S) OF LANDLORD(S)**

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 are prepared to agree to. If you do not understand this Agreement, or anything in it, it is recommended you ask for an explanation before signing it.

Date

Full Name

Signature

  
Sinziana Porfir (Jun 4, 2021, 12:03am)

  
George Gird (Jun 3, 2021, 11:54pm)



**Issuer** Arthur Online

**Document generated** Tue, 1st Jun 2021 11:50:39 BST

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### Parties involved with this document

Document processed	Party + Fingerprint
Tue, 1st Jun 2021 11:53:08 BST	Nick Kolev - Signer (e5e4a44df1f0ed2b053aee3f0bc81b33)
Thu, 3rd Jun 2021 23:54:07 BST	George Gird - Signer (a8876fb19f8a44ae18f4fbccd97b191f)
Fri, 4th Jun 2021 0:03:56 BST	Sinziana Porfir - Signer (26ce6d3f3e63eac4b208e77afb8b04ff)

### Audit history log

Date	Action
Fri, 4th Jun 2021 0:03:56 BST	The envelope has been signed by all parties. (62.31.237.70)
Fri, 4th Jun 2021 0:03:56 BST	Sinziana Porfir signed the envelope. (62.31.237.70)
Fri, 4th Jun 2021 0:00:27 BST	Sinziana Porfir viewed the envelope. (62.31.237.70)
Fri, 4th Jun 2021 0:00:15 BST	Sinziana Porfir opened the document email. (66.249.93.214)
Thu, 3rd Jun 2021 23:54:46 BST	George Gird opened the document email. (212.82.108.32)
Thu, 3rd Jun 2021 23:54:08 BST	Document emailed to party email (3.10.226.135)
Thu, 3rd Jun 2021 23:54:07 BST	Sent the envelope to Sinziana Porfir for signing. (62.31.237.70)
Thu, 3rd Jun 2021 23:54:07 BST	George Gird signed the envelope. (62.31.237.70)
Thu, 3rd Jun 2021 23:48:07 BST	George Gird viewed the envelope. (62.31.237.70)
Thu, 3rd Jun 2021 23:48:04 BST	George Gird opened the document email. (212.82.108.32)
Thu, 3rd Jun 2021 23:46:48 BST	George Gird opened the document email. (212.82.108.33)
Thu, 3rd Jun 2021 21:23:55 BST	George Gird viewed the envelope. (82.132.221.120)
Thu, 3rd Jun 2021 21:23:49 BST	George Gird opened the document email. (212.82.108.33)
Thu, 3rd Jun 2021 21:23:12 BST	George Gird opened the document email. (212.82.108.32)
Thu, 3rd Jun 2021 21:20:04 BST	George Gird opened the document email. (212.82.108.124)
Tue, 1st Jun 2021 11:53:38 BST	George Gird opened the document email. (212.82.108.125)
Tue, 1st Jun 2021 11:53:23 BST	George Gird opened the document email. (212.82.108.34)
Tue, 1st Jun 2021 11:53:14 BST	George Gird opened the document email. (212.82.108.34)
Tue, 1st Jun 2021 11:53:09 BST	Document emailed to party email (18.135.97.59)
Tue, 1st Jun 2021 11:53:08 BST	Sent the envelope to George Gird for signing. (89.32.123.63)

Tue, 1st Jun 2021 11:53:08 BST	Nick Kolev signed the envelope. (89.32.123.63)
Tue, 1st Jun 2021 11:52:51 BST	Nick Kolev viewed the envelope. (89.32.123.63)
Tue, 1st Jun 2021 11:50:52 BST	Document emailed to party email (3.10.107.20)
Tue, 1st Jun 2021 11:50:41 BST	Sent the envelope to Nick Kolev for signing. (35.177.58.168)
Tue, 1st Jun 2021 11:50:41 BST	Sinziana Porfir has been assigned to this envelope. (35.177.58.168)
Tue, 1st Jun 2021 11:50:41 BST	George Gird has been assigned to this envelope. (35.177.58.168)
Tue, 1st Jun 2021 11:50:41 BST	Nick Kolev has been assigned to this envelope. (35.177.58.168)
Tue, 1st Jun 2021 11:50:41 BST	Envelope generated by Arthur Online (35.177.58.168)
Tue, 1st Jun 2021 11:50:41 BST	Document generated with fingerprint f077fab9d900d695b9a782e43c6e83d1. (35.177.58.168)
Tue, 1st Jun 2021 11:50:39 BST	Envelope generated with fingerprint b3b3dfe24e4865e0c3635d308167fb6c (52.215.140.221)