



ASSURED SHORTHOLD TENANCY

Note:

Please read the Assured Shorthold Tenancy carefully. Once signed and dated this Agreement will be legally binding and may be enforced by a court of law.

THIS AGREEMENT IS MADE on: 21th August 2014

This Agreement creates an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. The Landlord will therefore be entitled to recovery of possession of the premises in accordance with the provisions of Section 21 of the Housing Act 1988 (1996) by serving upon the tenant at least two months notice in writing.

PARTICULARS:

THIS AGREEMENT IS MADE BETWEEN

A.
Mr/Mrs XXXX
("The Landlord")

AND

B.
Mr/Mrs XXXX
("The Tenants")

AND IS MADE IN RELATION TO PREMISES AT:

XX Lower House
Cassiliss Road
London
E14 9LL
("The Property")

Term of Tenancy: The Landlord lets to the Tenant the Premises for a fixed period of 12 Months and 0 Days. The Tenancy shall start on and include the 23rd August 2014 and shall end on and include the 22nd August 2015 subject to clause 61.

Tenant (s) _____

Landlord/Agent _____



Rent: The Tenant shall pay to the Landlord or the Agent £1820.00 per month, (" the Rent") payable in advance. The first payment shall be made by the 22nd August 2014, thereafter on the 23rd Day of the month commencing from 23rd September 2014.

It is agreed by the Tenant that a Standing Order will be set up and the rent monies shall be cleared in the Agent's account by the date that rent is due. It is agreed that should the rent not be cleared 3 days after the rent due date, then an 5 % charge of the monthly rent will be payable by the Tenant to the Landlord for every day the rent is late. It is agreed by the Tenant that this amount will be deducted from the Tenant's Security Deposit at the end of the tenancy. The Tenant will only be notified of these charges at the end of the Tenancy Agreement.

Blackstones Residential LTD
Barclays Bank
Rent Account
Sort Code. 20-26-46
Account No. 33633381

Security Deposit –, "The Deposit amount is £2520.00 (equivalent to 6 weeks rent) . The holder of the Deposit will be the Landlord and they will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit, whichever is earlier, and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

The Landlord agrees to let the property and the Tenant agrees to take the Property for the term and at the rent stated in the Particulars.

The Terms and Conditions printed within this tenancy agreement apply to this letting. The Tenant hereby acknowledges that the rent and tenancy obligations are due jointly and severally from all Tenants and accepts the Terms and Conditions, which The Tenant has read and understood. The Tenant has been given the option to seek independent legal advice before signing this agreement.

Signed by the Tenant(s) : _____

Signed by the Landlord(s): _____

Signed by the Guarantor(s), if applicable: _____

TERMS AND CONDITIONS

1. Definitions of Words and Phrases Used in this Agreement

"The Landlord(s)" means an individual or company who lets property.

"The Agent" means an individual or company who lets or manages property on behalf of its owner.

"The Tenant" means an individual or company who holds or possesses property for a time in return for the payment of rent.

"The Property" will include any or all of the Property / Premises that the tenant is entitled to use within this agreement, and any items specified in the attached inventory (if any) and any other fixtures, furniture and effect belonging to the Landlords and the boundaries of the Property.

"The Fixtures and Fittings" include reference to any of the Fixtures, Fittings Furnishings or Effects, floor, ceiling and wall coverings and all items belonging to the Landlord at the property.

"The Term" or "The Tenancy" includes any extension or continuation thereof or any statutory periodic tenancy which may arise following the end of the period of the Term.

"The Deposit" means any sum collected from the tenant at the start of the tenancy, as prescribed in the tenancy agreement and held by the Member on behalf of the tenant as security against performance of obligations under the tenancy agreement; any damage to the property etc.; and/or non-payment of rent during the tenancy period.

Tenant (s) _____

Landlord/Agent _____

“The Member” means an agent or landlord who has joined TDS.

“The TDS” or “The Scheme” or “The Statutory Scheme” means the Tenancy Deposit Scheme run by the Company for the protection of tenancy deposits and the resolution of disputes between landlords, agents and tenants concerning the return of deposits at the end of tenancies; and which has been set up in accordance with the Housing Act 2004 and under contract to the Department.

“The Stakeholder” means an individual or company, e.g. a letting agent or a solicitor, who holds the deposit as a quasi-trustee on behalf of both parties. Whenever possible the agreement of both parties should be obtained (in writing) as to how the deposit is to be disbursed. Under the rules of TDS if there is a dispute the stakeholder cannot release the deposit (or the disputed part of it) and must submit to the ICE for disbursement following his adjudication?

“The ICE” means the Independent Case Examiner.

References to the male gender will include the female gender.

2. Access

Where the Property comprises of a flat the Tenant shall be entitled to use all the common parts which the Landlord is entitled to use under his Lease.

3. Notice of Address

Any Notices (including Notices in any proceedings) may be served on to the Landlord by the Tenant, is as set out on page one of this Agreement, until the Tenant is notified in writing to the contrary. The Tenant should serve Notices to Agent/Landlord.

4. Guarantor (if any)

Where there is a Guarantor to this agreement, it is the Guarantor’s responsibility to ensure that all obligations are met under the terms of this agreement and to insure that they are being met. It is the Tenant’s responsibility to inform the Guarantor if any responsibilities are not being met including making the Guarantor aware of

communications between the Tenant(s) and the Landlord or Landlord’s Agent. Any letters or communications will normally be served to the tenanted address.

5. Purpose of the Deposit

The Tenant shall pay the Deposit as specified in the “Particulars” to the Landlord; such Deposit Money will be held in a designated account without any interest payable to the Tenant/Landlord.

If the Landlord is holding the deposit, then it is incumbent upon the Landlord to fully comply with the Rent Deposit Scheme and to indemnify Blackstone against all claims, losses or actions as a result of non-observance thereof.

The Deposit will be held in respect of:

- 5.1 Any rent or other monies including utility bills, water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable 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.
- 5.2 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 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.
- 5.3 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 and fixtures and fittings.
- 5.4 Any damage caused or cleaning / fumigation required as a result of any pets occupying the Property either with or without the Landlord’s consent.

- 5.5 Any costs, expenses, charges or other monies payable by the Tenant to the Landlord or Landlord's Agent under this Agreement, including reasonable costs and expenses for the service of Notice or any other legal action.
- 5.6 The Tenant will not be entitled to withhold the payment of rent or any other monies payable under this Agreement on the grounds that the Landlord has in his or his Agent's possession monies in respect of the Deposit.
- 5.7 Return of Deposit at the end of the tenancy – At the determination of the tenancy the Agent will inform the Tenant within 20 working days of the end of the tenancy what deductions are to be made to the security deposit.
- 5.8 All parties will use their best endeavours to agree what deductions should be made from the deposit and if there is no dispute the landlord will repay the deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
6. The Tenant should try to inform the agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the agent as due from the deposit within 30 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate the matter.
- 6.1 If after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between Landlord and Tenant over the allocation of the Deposit the dispute will subject to clause 6.2 be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 6.2 The statutory rights of the Landlord and Tenant to take legal action through the County Court Remain unaffected by clauses 5.8
- 6.3 In the event that the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his/her discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant,

the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

Tenant's Obligations

The Tenant agrees to observe and perform the following obligations:

7. To pay the rent as stated in the "Particulars " at the times and in the manner specified in this agreement and that in the event of the Tenant failing to pay any or all of the rent on the date that the rent is due, to pay interest at the rate of 3% over Barclays Bank PLC Base Rate (such interest to be calculated upon a daily basis) until payment is actually made. If the rent remains unpaid after 7 days of the due date, then the Tenant shall be responsible for all associated costs in relation to obtaining the rent payment.
8. The Tenant acknowledges that any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the property to that third party whatsoever.
9. The Tenant on signing this Agreement will arrange for the electricity, gas, telephone services, TV licence, council tax and all associated bills to be immediately transferred into the Tenant's name and to inform the Landlord or Landlord's Agent of any change of supplier for any of the utility services.
10. To pay for water bills relating to the property during the tenancy that may be in the name of the Landlord. The Tenant acknowledges that he/she will be invoiced for these bills by the Landlords or his Agent.
11. To keep the Property in good tenable repair. The Tenant agrees to keep the interior of the Property, including any Fixtures, Fittings, Furniture and Effects listed on any Inventory provided, in good repair and condition throughout the Term, and to safeguard them from destruction or damage.

12. The Tenant agrees to pay for the replacement or repair of any fittings that are broken, lost, stolen, damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless it was the result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Property) or at the option of the Landlord to compensate for these items.
13. To deliver up the Property and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations and to deliver all keys for the Property to the Landlord.
14. The Tenant agrees to replace all cracked or broken glass at the property during the Tenancy with the same quality glass as soon as reasonably possible.
15. The Tenant agrees to keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.
16. The Tenant agrees to keep all smoke detectors / alarms in good working order and in particular to replace all batteries as and when necessary.
17. The Tenant agrees to pay for entire dwelling to be professionally cleaned on termination of the tenancy. To include window dressing, blankets, carpets and upholstery.
18. The Tenant agrees to keep the drains free from obstruction and to have all the chimneys and flues (if any) to the Property cleaned and swept as often as necessary.
19. The Tenant agrees to keep all electrical appliances and apparatus in good working order during the Tenancy and to pay the television set licence fee for any television set or a proper proportion thereof according to the duration of the Tenancy.
20. The Tenant agrees to notify the Landlord or the Landlord's Agent immediately in writing of any damage, destruction or loss that may happen at the Property or to the Contents and Effects whether by fire or for whatsoever reason.
21. The Tenant agrees to notify the Landlord or the Landlord's Agent immediately should repairs become necessary for which the Tenant is not liable for and in no circumstances should the Tenant arrange or give instructions for any such repairs to be carried out except at the written request of the Landlord or the Landlord's Agent, otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision.
22. Not to make any alteration or additions to the Property without the prior written approval of the Landlord or the Landlord's Agent.
23. The Tenant agrees not to carry out any redecoration at the said Property or any part of the Property without the previous consent in writing of the Landlord or the Landlord's Agent and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration or sooner determination of the Tenancy.
24. Not to remove any of the Fixtures, Furniture and Effects specified in the Inventory and to pay for the repair or replacement of any items which have been broken, lost, damaged or destroyed during the Tenancy. Any replacements will need to be first approved by the Landlord or the Landlord's Agent.
25. Access and Inspection of the Property - The Tenant agrees to allow the Landlord, the Landlord's Agent or any other person authorised by the Landlord to enter the Property at all reasonable times of the day by giving the Tenant 24 hours' notice, to visit and examine the condition of the Property and to carry out any repairs, maintenance, alterations or replace the Fixtures and Fittings for the purpose of complying with any obligations imposed on the Landlord by law.
- 25.1 The Tenant agrees to allow the Property to be viewed during the last two months of the Tenancy at all reasonable times by prior appointment 24 hour notice made by

the Landlord or any person acting on behalf of Landlord for the purpose of showing a prospective purchaser or tenant the Property for selling or re-letting of the Property and to allow the erection of a 'For sale' or 'To let' board(s) at their discretion on the Property.

26. Where the Tenant or any Agent appointed by the Tenant does not keep a pre-arranged appointment, the Tenant agrees to pay any reasonable additional costs incurred by the Landlord or the Landlord's Agent or any other person authorised by the Landlord in making and attending a second appointment, and if neither the Tenant or the Tenant's agent keeps the second appointment or any others thereafter, any reasonable amounts for compensation made by the Landlord or Landlord's Agent will be binding and payable by the Tenant.
- 27 The Tenant agrees not to take in Lodgers or Paying Guests without the Landlord's written consent.
- 28 Assignment and Subletting - The Tenant agrees not to assign sublet, part with or share the Property with any persons other than the persons named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Property.
- 29 The Tenant agrees not to carry out any Trade or Business or Profession at the Property but to use the Property as a single private residence only.
29. The Tenant agrees not to exhibit, display or place any notice or advertisement on the Property of any description that is visible from the outside of the Property without the Landlord's written consent.
30. The Tenant agrees not to use the property for any illegal, improper or immoral use or use or consume in or about the Property any prohibited or controlled substances or drugs.
31. The Tenant agrees not to install or change any locks in the Property without the Landlord's or Landlord's Agent prior written consent.

32. The Tenant agrees that if any additional keys or entrance fobs are made that the Tenant will deliver all keys to the Landlord at the conclusion of the tenancy and in the event that any such keys have been lost the Tenant agrees to pay the Landlord all reasonable costs incurred by the Landlord to replace the locks to which the lost keys belong.
33. Nuisance and Noise - The Tenant agrees not to do anything at the Property that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Landlord's Property or any adjoining or neighbouring property or its occupiers.
34. The Tenant agrees not to hang any washing, clothes or other articles outside the Property
35. Inflammable substances and equipment - The Tenant agrees not to keep or use any paraffin heater, liquefied petroleum, gas heater or portable gas heater in the Property, and not store or bring any articles of an especially combustible inflammable or dangerous nature in to the Property whereby any insurance on the Property may become void or voidable or where the rate of premium may increase.
36. Gardens and Driveways - Where any Garden, Driveways, Pathways, Lawns, Hedges and Rockeries are included in the Tenancy, the Tenant agrees to keep them clean and tidy, properly cultivated and free from weeds and to keep any grass regularly mown.
37. Animals and Pets - The Tenant agrees not to keep any animals, reptiles or birds on the Property without the prior written consent of the Landlord which will not be withheld unreasonably. If the Landlord gives his written consent for the Tenant to keep any animal, reptile or bird on the Property then the Tenant agrees to have the Property 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 he has complied with this clause.

38. Smoking - The Tenant agrees not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the Property without the Landlords prior written consent which will not be unreasonably withheld. In the event of the Landlord giving such consent to the Tenant, the Tenant agrees to pay the Landlord for any cleaning and / or redecoration costs that the Landlord may incur as a result of the Tenant (or the Tenants guests) smoking in the Property.
39. The Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property.
40. The Tenant agrees that during the winter months to take adequate reasonable precautions to avoid damage by frost and freezing to any of the said drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property.
41. The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.
42. Security to the Property when empty - Whenever the Property is left unattended, the Tenant agrees to fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Property, and that any Property alarm system is activated and that any code numbers are not changed without the consent of the Landlord, such consent not to be unreasonably withheld. In breaching this clause the Tenant will be responsible for all reasonable costs incurred by the Landlord and including the costs for restoring the alarm system to an operational condition.
43. The Tenant agrees not to leave the Property vacant or unoccupied for a period in excess of 14 consecutive days without first giving written notice to the Landlord or Landlord's Agent of his intention to do so, and before doing so the Tenant will take adequate steps to ensure that the Property is protected against the risk of damage by frost, by either draining down all water supplies in or serving the property and

also to ensure that the stopcock is turned off or by providing adequate heating during the period the Property is vacant.

End of the tenancy

44. The Tenant agrees to leave the landlords contents and effects at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.
45. Inventory and Check out - If the Tenant fails to keep an agreed appointment with the Landlord or the Landlord's Agent to check the Inventory and Schedule of Condition at the conclusion of the tenancy the Tenant will pay all reasonable costs incurred by the Landlord or the Landlord's agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his agent keeps the second appointment the Landlord or the Landlord's Agent will be entitled to check the Inventory and Schedule of Condition at the appointed time in the absence of the Tenant or his representative.
46. Check out The tenant to bear the cost of check out and schedule of condition. £150.00 and will be deducted from the security deposit.
47. Professional Clean: The Tenant is required to return the Property in the same condition of cleanliness in which it was provided at the commencement of the Tenancy if not the agent can get this organised for the amount of £150.00 and will be deducted from the security deposit.
48. The Tenant agrees to return the keys of the Property to the Landlord or Landlord's Agent on the agreed termination date, or at the end of the tenancy, whichever is sooner, and to pay for any reasonable charges incurred by the Landlord or his agent in securing the property against re-entry where the keys have not been returned.
49. Tenant's items left at the Property - If any of the Tenant's goods or any goods belonging to members of the Tenant's household have not been removed from the

Property at the time of expiration or sooner determination of the Tenancy the goods will be considered abandoned.

50. The Tenant agrees to pay the Landlord damages at a rate equal to the daily rent payable for the Property until the Tenant has removed all such goods and;
51. To pay to the Landlord any additional expenses incurred by the Landlord in checking the Inventory (which cannot be checked until all goods belonging to the Tenant or members of this household have been removed).
52. Disposal of abandoned goods, the tenant agrees that, goods will be disposed of or sold with any proceeds being used for any expense of storing and selling the goods, or towards any rent arrears, or other costs incurred by any breach under the tenancy. Any money left over at the end of this process will belong to the ex-tenant, the tenant has no entitlement to interest, but may claim the money for a period of up to six years.
53. The Tenant can remain liable for the rent and utility charges at the Property until such time as the property has been returned to the Landlord or Landlord's agent without any further hindrance by the tenant or any other occupier at the property.
54. Early Termination - In the event of this Agreement being terminated before the end of the stated period by the Tenant in any way, the Tenant agrees to pay the full cost of re-letting the Property and any loss of rent incurred by the Landlord as a result of the Tenant's action.
55. The Tenant agrees to pay the costs and expenses (including solicitor's costs) incurred by the Landlord or the Landlord's Agent in connection with any Notice Served or letters sent requiring the Tenant to remedy a breach of their Tenancy obligations at a minimum cost of £30.00 per item sent, not excluding other costs that may also occur due to the Tenant's breach.

Landlord's Obligations

The Landlord agrees with the Tenant as follows:

56. On the Tenant observing and performing all the Tenant's obligations under this agreement may quietly enjoy the Property without any unlawful interruption by the Landlord or to any person rightfully claiming to be under the trust of the Landlord.
57. To insure the Property (but not the content belonging to the Tenant) against loss or damage.
58. The Landlord agrees to keep in repair and proper working order all mechanical and electrical items including all washing machines dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Inventory and Schedule of Condition. This clause will not however require the Landlord to repair any such items if the cause of the damage is as a result of any act or neglect on the part of the Tenant.
59. The Landlord confirms that the items within the Property and as detailed within the Inventory and Schedule of Condition comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993, and all of the electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994.
60. Tenancy break Clause

This agreement may be terminated by either party giving to the other at least two months notice in writing to expire at any time after 8 months from the commencement date of this agreement as specified in the clause "Term" under the heading "Particulars" of this Agreement. (This notice must end on the day before a new period i.e. notice given on 23rd February 2015 to vacate on 22nd April 2015.)

61. Early Termination

The tenant is allowed to find a replacement tenant if he/she decided to leave the property so the new applicant can take over the current contract as long as the reference passed and pay a fee of £250.00 for early termination.

Enforcement of Obligations

Breaches of this Agreement by the Tenant (but not limited to) - If at any time during the Tenancy:

- (a) The Tenant fails to pay the rent or any part of the rent for more than 14 days after payment is due;
- (b) The Tenant fails to observe or perform any Agreement or obligation under this Agreement;
- (c) The Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors;
- (d) The Tenant leaves the Property vacant or unoccupied without the Landlord or Landlord's Agent consent;

Then the Landlord will be entitled to take immediate steps to recover possession of the Property from the Tenant and/or the Occupier by issuing proceedings for possession in the appropriate Court or Tribunal. In the event of the Landlord taking this action this will not alter any other rights or obligations within this agreement unless the Court or Tribunal rules otherwise.

The receipt of Rent by the Landlord will not be seen as a waiver of any breach of the Tenants' obligations or provisions within this Agreement which must be performed by the Tenant.

Any rights or remedies conferred upon third parties by virtue of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.