

Assured ShortHold Tenancy Agreement

(Address of property)

This Agreement is made on the day of201.....

Made between (1) the Landlord and jointly and severally (2) The Tenant(s) and subject to receipt of all signed Guarantor Agreements from all the Guarantors referred to in the following Particulars.

Particulars

The Landlord Louise & Amir Eilon
Landlords Address 1 Firs Avenue, London, N10 3LY
The Agent CMC Properties, Boundary Lodge, Boundary Lane, Hulme, Mcr, M156NU
(or such other agent as the Landlord may from time to time appoint)

The Tenants

- 1).....
- 2).....
- 3).....
- 4).....
- 5).....
- 6).....

The Property The Self contained property known as
.....
together with the furnishings, equipment, appliances and effects (the furniture) therein which are described in the inventory agreed on the first day of the tenancy and signed by the Landlord and Tenant(s)

The Building The building within which the Property resides

The Terms The term commences on201..... and terminates on the201...

The Rent £..... Per calendar month. The rent for the months of July and August will be £..... (half a months normal rent)

The rent is payable one month in advance on the 28th of each month by standing order. The due date (that is the date by which the Landlord must receive the money into the bank account) is 28th of the month.

The Deposit £..... payable on signing the agreement and insured in the government approved scheme, The Deposit Protection Scheme (www.depositprotection.com)

Permitted No The maximum permitted number is Persons (namely the Tenant(s) Above

The Guarantors As listed in the attachment to this Agreement.

Interpretation

1. The expression Landlord includes the successors in title to the Landlord; the singular number includes the plural and vice versa; the neuter includes the masculine and feminine. Landlord also includes the Agent specified in the Tenancy Agreement. Where there are two or more persons included in the expression "the Tenant" the Tenant shall be deemed to have been made by all such persons jointly and severally and where there are two or more persons included in the expression "the Guarantor" the Guarantor shall be deemed to be have been made by all such persons jointly and severally.
2. The paragraph headings in this Agreement shall have been included for reference only and shall not be taken into account in the construction or interpretation of this Agreement.
3. The expression contents shall mean the fixtures, fittings, furniture and effects in about the Premises specified in the attached inventory signed by the Landlord and Tenant.
4. Written permission and notifications includes e mail communications.
5. The Landlord has appointed the Agent to act on his behalf and undertake all actions required of the Landlord

Now it is agreed as follows:

The Letting

1. The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as described above, on the terms and conditions of this Agreement which is an assured short-hold tenancy as defined in the Housing Act 1988 (as amended)

2. The Landlord agrees with the Tenant:

- a. that the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property together with the contents during the Term without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord
- b. to return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire or water damage or other damage the amount in the case of dispute to be settled by arbitration
- c. to observe the Landlord's repairing obligation contained in Section 11 Landlord & Tenant Act 1985 (as amended), including:
 - i. keep in repair the structure of the Building, including drains; gutters and external pipes
 - ii. keep in repair and proper working order the installations in the Building for the supply of gas; water; electricity and sanitation, including basins; sinks, showers; baths and sanitary conveniences but not other fixtures, fittings and appliances for the making use of the supply of water gas or electricity
 - iii. keep in repair and proper working order the installations in the Property for space heating and heating water
- d. if there is a supply of gas, to comply with the Gas Safety (installation and use) Regulations 1994 (as amended)
- e. to repair and maintain and replace (if necessary) any equipment or appliance from time to time save where the Tenant shall have caused the disrepair or damage due to excessive or inappropriate use or use contrary to the manufacturer's instructions
- f. to allow the list of persons identified as the Tenant to be changed provided the new Tenant and their Guarantor undertakes all the provisions of this Agreement and provided that at no time is the list of Tenants greater than The Permitted Number. An administration fee of £50 will be charged to the exiting tenant for such an amendment to the Tenancy Agreement

3. The Tenant agrees with the Landlord that the Tenant will:

- a. pay the Rent in respect of the Property by Standing Order Mandate for the full amount from private means such that the Landlord is in possession of cleared funds on the rent due date. The Rent will not change even if number of persons identified as the Tenant is less than the Permitted Number.
- b. confirm the Tenant is not DSS or Local Authority assisted and understands that the Landlord reserves the right to terminate the Agreement should this occur. If Housing Benefit/Income Support or any other rental payments of any description is being claimed from the Local Authority or similar body these must be paid from the said Authority directly to the Landlord and under no circumstance may they be paid to the Tenant.
- c. confirm that the Tenant has no diplomatic immunity and should the Tenant acquire such immunity he/she will disclose this to the Landlord and understands that the Landlord reserves the right to terminate the Agreement should this occur
- d. pay the Council Tax in respect of the Property during the Term and any further period or periods during which the Tenant occupies the Property and to indemnify the Landlord fully there-from including any liability which may be incurred by the Landlord as a result of the Tenant ceasing to occupy the Property as his/her sole or main residence
- e. pay for all the gas and electric and water (Utilities) which shall be consumed or supplied on or to the Property committed to during the Term including any standing charge and the amount of all charges made for the use of the telephone and television licence (if any) in the Property during the Term (unless the rent agreed with the Landlord includes the gas, electricity & water payments)
- f. use the Property as the private residence of the Permitted Number of persons only and not receive paying guests; not to share the Property with another, assign the lease, sub-let, multi-let, charge or part with possession of all or any part of the Property
- g. accept that the Property is for adult occupancy only and that no children will reside permanently in the premises
- h. use the Property only for private dwelling and not for any business or commercial use and not place or exhibit any notice or notice board on the exterior of the Property and not exhibit any notice or notice board in the Property other than that consistent with private residence
- i. at all times keep the heating in the Property at a minimum of 5 degrees C to comply with the Landlord's insurance, even when the property is unoccupied
- j. keep the contents in as good a state of repair and condition as at the commencement of the Term (reasonable wear and tear and damage by fire excepted) and from time to time replace any of the contents to the approval of the Landlord which may be destroyed or so damaged as to be unusable with others of similar value
- k. not damage or injure the Building or the Property or contents, whether accidentally or by intent, or make any alteration in or addition to the Property and to bear the cost of any remedy (including the amount of the excess for any claim under the insurance policy) and loss of rent, as defined in 2.b above, from the Property, or any other property in the Building which is not covered by insurance.
- l. at all times keep the interior of the Property (including the doors, locks, windows, window frames and the glass therein) in as good and tenable state of repair decoration and condition as the same are in now (fair wear and tear excepted) and in particular to clean and pay for the repairs or replacements (where necessary) any of the sinks, sanitary fittings, cisterns, drain, waste or soil pipes, appliances or other installations as may be damaged blocked or broken by any act, neglect or omission on the part of the Tenant or visitors
- m. not cause disrepair, breakage or damage to any of the Landlord's equipment or appliances due to excessive or inappropriate use of same or use contrary to the manufacturer's instruction and if any Landlord's equipment or appliances is so broken or damaged to then pay for the full cost of repair or replacement
- n. use non-scratch impact kitchen and bathroom cleansers on all sinks and the baths and bidets (if any) and any other surfaces

- o. in order to avoid the possibility of condensation, ventilate the Property whenever practical throughout the Term
- p. keep clean all the glass and internal and external (where reasonable) window surfaces
- q. not remove any of the contents from the Property or from their respective positions in the Property which they occupy at the commencement of the Term without the consent of the Landlord
- r. upon vacating the property clean the carpets and clean the flooring, bathrooms and kitchen in general to the Landlord's satisfaction and pay for the washing (including ironing or pressing) of all linen, counterpanes, blankets and curtains which shall have been soiled during the Term
- s. not damage or injure or make any alteration to the style and colour of the decorations of the Building or the Property.
- t. not alter the electrical system of the Property
- u. not cause the existing telephone apparatus in the property to be removed or replaced, nor allow its position to be altered nor any alteration to the wiring of such apparatus nor to cause the telephone number to be changed save with the prior written permission of the Landlord (or his agent)
- v. not have any inflammable liquids, Calor Gas or Butane Gas or appliances using such gas or other oil or gas heaters on the premises and/or garden nor to permit any fire hazard
- w. not do, or suffer to be done, anything to the Building or the Property which may vitiate any insurance of the Building or the Property against fire or otherwise or increase the ordinary premiums for such insurance
- x. not change any of the Utility suppliers without written consent of the Landlord.
- y. not obstruct the common passageways, staircases and hallway of the Building and not leave rubbish or waste outside the Building (in the garden or at the front of the Building) except in anticipation of immediate collection from the Local Authority Refuse Collection service
- z. not to bring bicycles, or any other vehicle, into the Building
 - aa. not bring any bed, sofa or sofa-bed or wardrobe into the Building without the Landlord's prior written approval
 - bb. not block or cause any blockage to the drains and pipes and gutters and channels in or about the Building
 - cc. only operate all washing machines appliances, including dishwashers, during the times when the tenants are on the premises and not between 23.00 and 07.30
 - dd. not make copies of keys and not add or replace any locks without the prior written permission of the Landlord
 - ee. not do, or suffer to be done, anything in or to the Property which may be or become a nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining premises
 - ff. not make any noise outside the Property between the hours of 23.00 and 07.30 or play music of any description, whether by radio, television, record player, compact disk, DVD or any other equipment (musical or other) nor by singing (or attempting same) so as to be audible outside the Property
- gg. take all due care and attention when burning candles or incense and, resting hair straighteners/ irons or any other similar appliances on surfaces and understanding that the cost of any damage due to spillage, burns or smoke will be borne by the Tenant, including all cleaning and or decorating and or replacement of carpets and curtains on a new for old basis and any loss of rent, as determined in 2.b above, from rendering the Property, or any other property in the Building, uninhabitable which is not covered by insurance.
- hh. in the event that any gardens or grounds shall be included in the letting keep the same in good order and keep the grass cut and borders weeded to the reasonable satisfaction of the Landlord and not alter the existing design, content or layout of the said garden or grounds without the prior written consent of the Landlord
- ii. not keep any animals, birds, reptiles or pets of any description upon the Property without the prior written permission of the Landlord, which may be revoked at any time
- jj. not commit or allow the commission of any act upon the Property which could lead to prosecution of the Landlord (or his agent) under the Misuse of Drugs Act 1971 (as amended or replaced) or to use the Property for any illegal immoral or improper use. The Landlord reserves the right to terminate the tenancy forthwith if this clause is not complied with and would hold the Tenant liable for any rent outstanding for the remaining Term. The Tenant would forfeit the

- deposit in full
- kk. notify the Landlord in writing forthwith if the Property shall be left vacant for any continuous period of twenty-one days or more
 - ll. notify the Landlord (or his agent) forthwith in writing of any defect in the Building or the Property which the Landlord may be liable to remedy under any obligation herein contained or implied as soon as practicable after such defect shall come to the notice of the Tenant and to indemnify the Landlord against any liability which may be incurred by the Landlord whether to the Tenant or to any other person as a result of any such defect which shall not have been so notified by the Tenant to the Landlord, including the loss of any rent, as determined by 2.b above, from the Property, or any other property in the Building
 - mm. permit the Landlord (or his agent) at any reasonable time to enter the Property to view the state and condition thereof allowing access throughout the Property (including roof space if necessary)
 - nn. permit the Landlord and/or his workmen at any reasonable time to enter the Property to carry out repairs thereof and to afford them all facilities and access to do so
 - oo. permit the Landlord (or his agent) at any reasonable time, having given reasonable notice, to enter the Property for the purpose of any sale or mortgage during the Term or any further letting of the Property and to permit any Estate Agent notices to be affixed to the Property intimating that it is to be let or sold
 - pp. pay the Landlord on demand all reasonable legal and other costs and disbursements and VAT, if any, incurred by the Landlord in enforcing or attempting to enforce (whether by legal process including distress or by correspondence or otherwise) the provisions of this Agreement including (without prejudice to the generality of the foregoing) recovering rent or other monies payable hereunder or recovering possession of the Property for any reason whatsoever or by any other action arising out of any breach, non performance or non observance by the Tenant of the provisions of this Agreement and to indemnify and keep indemnified the Landlord against such costs
 - qq. pay to the Landlord the full cost of re-letting the Property (including all Agent's fees and disbursements) and all and any loss of rent or other monies incurred by the Landlord in the event the Tenant shall unlawfully repudiate or attempt to unilaterally terminate this Agreement prior to the expiry of the Term, such payments being without prejudice to all claims by the Landlord against the Tenant in common law
 - rr. pay the Landlord's bank charges for any unpaid or referred cheques with a minimum fee of £15 for each item
 - ss. pay the cost (plus any VAT) of altering this Agreement through the issue of a Deed of Variation. For the avoidance of doubt there would be no charge if this Agreement is accepted and signed in its present form
 - tt. yield the Property at the end of the Term with vacant possession in the same clean state and condition and decoration as it was at the beginning of the Term. If there are dilapidations at the end of the Tenancy pay any cost incurred by the Landlord in having such repairs or cleaning made as is required
 - uu. Not to hold the Landlord responsible for any damage whatsoever to the Tenants' property for any reason whatsoever.
 - vv. vacate the property by 12 noon on the last day of the tenancy.
 - ww. Not permitted to smoke anywhere within the property.
 - xx. Implement any special instructions required where rooms are situated lower ground, including operating fans and dehumidifiers as instructed by the Landlord or Agent.

Non Payment or Late Payment of Rent

Any Rent not received by the Due Date (see Rent) , unless previously agreed with the Landlord, will incur an additional administration fee of £35, each time payment is late. For each week that the Rent is not paid an additional fee of £35 will be incurred unless previously agreed with the Landlord. If the Rent or any instalment or part thereof shall be in arrears for at least seven days after the same has become due (whether legally demanded or not) or if there shall be a breach of any of conditions of the

Agreement by the Tenant the Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.

Deposit

The Tenant shall pay the Deposit to the Landlord who shall hold the same for the Term or until vacant possession shall be obtained of the whole of the Property. The Deposit, or the balance thereof, shall be returned to the Tenant without interest within 30 days of either the expiry of the Term or the production of all utility bills and Council tax having been paid, whichever is the later, subject to such deductions as the Landlord shall in their discretion make there-from in respect of and in order of

- (a) any monies due
- (b) any arrears of rent
- (c) the cost of making good any damage or disrepair of the Property, including the cost of arranging for such repairs
- (d) any other monies owed by the Tenant to the Landlord including all unpaid utilities and services
- (e) to the extent required the cleaning of the Property; steam cleaning of any carpets and the removal of any rubbish/items belonging to the Tenant on or after departure from the Property, including the cost of arranging for such cleaning

In the event the Tenant shall be more than one person the receipt from any one person included in the tenancy shall be sufficient discharge for the Landlord for the return of any monies or any part of the Deposit.

Release of Keys

Keys will be released, to allow occupancy to start, only after the start of the tenancy and only if the full amount of the deposit and the first month's rent has been received in cleared funds (i.e. receipt of bankers draft, cash, or cleared cheque) and agents fees, if any, have been paid.

Service of Notices

Any demand for payment or notice made upon or given to the Tenant under this Agreement or under any statute shall be deemed to be sufficiently made or given if delivered by hand or sent by registered letter post of the recorded delivery service or the first class prepaid post to the Property or to the Tenant at his last known address and to be received by the Tenant two days after the date of posting (and the Tenant hereby appoints as his agent the Post Office to receive such demand or notice), unless the said statute otherwise requires the Notice to be given.

Landlord and Tenant Act 1987

The Landlord hereby gives Notice to the Tenant pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceeding) may be served on the Landlord at the address stated in this Agreement.

Housing Act 1988

This agreement is intended to give rise to an Assured Shorthold Tenancy as defined in Section 19a of the Housing Act 1988 (as amended).

Validity of Contract

It is accepted by all parties that should any Clause(s) be deemed, or found by judgement, to be unlawful that this will not affect the validity of the remainder of the Agreement which will remain in full force between the parties.

SIGNED BY THE PARTIES AS A DEED

SIGNED BY THE LANDLORD (or his Agent)

SIGNED BY THE TENANT(S)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

DATE

ATTACHMENT

LIST OF GUARANTORS(names and address)

- | | |
|----|----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | |

