ASSURED SHORT-HOLD TENANCY AGREEMENT

For letting furnished dwellinghouse
Under Part 1 of the Housing Act 1988
As amended under Part 3 of the Housing Act 1996

DATE:	**01 June 2013**	
PARTIES:	**1. The Landlord**	**LENOS TSIALIS**
	2. The Tenants	**Mr Rusi IVANOV** **Ms Nuray Sali MEHMED** **(individually and together)**
	3. The Agent	**PARADISE LETTINGS**
PROPERTY:	The dwellinghouse situated at and being:	
	First Floor Flat, 13 Waldeck Road, London, N15 3EL.	
TERM:	**A term certain of 12 months from 01 June 2013 with a break-clause after 6 months on 01 December 2013.**	
RENT:	**£1100.00 per month**	
PAYABLE:	**In advance with first payment of £1100.00 01 June 2013 then every 1st thereafter.**	

A. SPECIAL TERMS AND CONDITIONS

1. **Occupation only by the tenant**
The Tenant hereby agrees with the Landlord not to assign underlet charge or part with or share possession or occupation of the Property or any part thereof.

2. **Vacation of the Property before the end of the Term**
FIXED TERM
The Tenant hereby agrees with the Landlord that if the Property is permanently vacated by the Tenant at the Tenant's own request before the last day of the Term, the Tenant shall remain liable to pay to the Landlord the full unpaid balance of the rent receivable by the Landlord had this Agreement run for the full Term. The Tenant is not liable to pay rent if the Property is re-let to another party within this period. You must give one months notice to end it. This notice must be given to expire on a rent payment day.

3. **Statutory Council Taxes or other local taxes payable by the Tenant (except where specified under additional clauses)**
Payment of any Council Taxes or other local taxes that may from time to time be brought into force due by the Tenant to the Local Authority in accordance with the Statutes and arising from the occupation of the Property by the Tenant pursuant to this Agreement shall be the direct responsibility of the Tenant as agreed at the start of the tenancy.

4. **Forfeiture – Right of re-entry**
Important: If either party to this agreement are unsure of their rights or require further clarification of this clause they should consult a solicitor or their local Citizens Advice Bureau.

The **Protection from Eviction Act 1977** gives Tenants protection against arbitrary or immediate termination of their rights of occupation and the law restricts a Landlord's rights, except in certain circumstances, to evict from, or prevent a Tenant from living in, premises subject to an existing tenancy agreement without first obtaining a court order.

For the Landlord to commence legal proceedings to repossess the premises based on a breach of the tenancy (where the Tenant has failed to remedy the breach in good time), which might result in the court evicting the Tenant or issuing a court order terminating the tenancy earlier than might otherwise be lawful, the law requires that the tenancy agreement contains a Forfeiture clause, sometimes referred to as a Right of Re-entry. **For the avoidance of doubt: In order to exercise his legal rights under this clause a Landlord will first need to obtain a court order.** If at any time the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the Tenant's part is not complied with, or if any of the circumstances mentioned in the following Grounds:

Ground 8. (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks rent unpaid where rent is payable weekly or fortnightly; (b) at least two months rent is unpaid if rent is payable monthly; (c) at least one quarters rent is more than three months in arrears if rent is payable quarterly; (d) at least three months rent is more than three months in arrears if rent is payable yearly), as set out in Part I of Schedule 2 to the Housing Act 1988 [as amended by the Housing Act 1996]),

Ground 10. (that there is some rent outstanding both at the time of notice of the intention to commence proceedings and at the time of the court proceedings),

Ground 11. (that the tenant has persistently delayed paying rent which has become lawfully due),

Ground 12. (that one or more of the obligations of the tenancy has been broken or not performed),

Ground 13. (that the condition of the premises or the common parts has deteriorated because of the behaviour of the tenant, or any other person living there),

Ground 14. (that the Tenant or someone living or visiting the premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the premises has been convicted of using the premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in, or in the locality of, the premises),

Ground 15. (that the condition of the furniture has deteriorated because it has been ill-treated by the Tenant or someone living at the premises),

Ground 17. (that the Landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation), as set out in Part II of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) shall arise, then the Landlord may re-enter the property and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this agreement.

B. LANDLORD'S UNDERTAKINGS

1. The Landlord hereby agrees with the Tenant that the Tenant paying the Rent and performing all the agreements by the Tenant herein contained may quietly possess and enjoy the Property during the term of the Tenancy without any unlawful interruption from the Landlord or any person rightfully claiming under or in trust for that party.
2. The Landlord agrees to comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.

C. GENERAL TERMS AND CONDITIONS:
TENANT'S OBLIGATIONS

The Tenant hereby agrees with the Landlord as follows:

Alterations, Additions, Damage, etc. - Property

1. Not to make any alteration in or addition to the Property without the Landlord's written consent. Such consent to be sought in writing.
2. Not to damage or injure the Property.
3. Not at any time to damage the Property, the Fixtures, Fittings, Furnishings or Effects therein or the paths adjoining thereto.
4. Not to interfere with the external decorations or painting of the Property.

Fixtures, Fittings, Furnishings and Effects

5. To preserve the Fixtures, Fittings, Furnishings and Effects in the Property from being destroyed or damaged and not to part with possession of or remove any of them from the Property and not to bring into the Property any of the Tenant's own Fixtures, Fittings or Furnishings except with the Landlord's prior consent in writing. No furniture shall be introduced into the property that does not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
6. To leave the Fixtures, Fittings, Furnishings and Effects at the expiry of the Tenancy in the same places in the Property in which they were at the grant of the Tenancy.
7. To yield up the Property at the expiry of the Tenancy with all the Fixtures, Fittings, Furnishings and Effects in the same clean state and condition as they were in at the grant of the Tenancy and make good, pay for the repair of or replace to the Landlord's satisfaction all such articles of the Fixtures, Fittings, Furnishings and Effects as shall be broken, lost, damaged or destroyed during the term of the Tenancy (reasonable wear and tear excepted).

Locks and Keys
8. Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord.

Deterioration
9. Immediately to notify the Landlord of any deterioration of the Property or of the Fixtures, Fittings, Furnishings and Effects whatever may be the cause thereof.

Activities
10. Not to carry on any illegal activity or business within the Property or become a nuisance or annoyance or cause damage to the Landlord or the occupiers of any part of the Property or of any adjoining or neighbouring premises.
11. Not to carry on any profession trade or business in the Property or exhibit any notice board or notice whatsoever on any portion of the Property or use them or any part thereof for any purpose other than that of a strictly private residence.
12. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Property, or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Property and to repay to the Landlord if the Landlord shall so desire all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy rendered necessary by a breach of this clause all such payments to be recoverable as Rent in arrears.
13. Not to hang or expose in or upon any part of the Property so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Property any flower box pot or any like object nor to shake any mats brooms or other articles inside any part of the Property or out of the windows of the Property.
14. Not to keep any bird reptile dog animal or other living creature in the Property without the landlord's permission.
15. Not to take into, use or keep in, the Property any heater or like object which requires paraffin or other

inflammable liquid or gaseous fuel, and not to burn candles in the property.
16. Not to erect any external wireless or television aerial or satellite dish without the Landlord's permission.

Obstruction
17. Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Property any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Tenant or by any of their friends servants or visitors and to observe all requests made by the Landlord from time to time relating to the parking of such vehicles.

Entry by the Landlord, etc.
18. To permit the Landlord or the Landlord's Agents and all other persons authorised by them at all reasonable times by appointment (but at any time in case of emergency) during the Tenancy to enter into and upon the Property for the purposes of carrying out and completing any structural or other necessary or property repairs to the property or for the purposes of examining the state and condition of the property or for the purposes of examining the state and interior of the property and of the furniture and effects.
19. To permit the Landlord or the Landlord's Agents at all reasonable times in the day within the last 28 days of the Tenancy to enter upon and view the property with prospective occupiers.

Noise, etc.
20. At all times when not in use to keep shut the entrance door to the Property (if any) and between the hours of eleven p.m. and eight a.m. to ensure that no noise is made in any part of the Property and in particular between such hours to ensure that the main entrance door to the Property (if any) is closed as quietly as possible and that no disturbance or annoyance is caused to the occupiers of other parts of the Property.
21. Not any time or times so as to cause any nuisance or noise to any of the occupiers of the remainder of the Property or of any adjoining or neighbouring premises to play or use or permit the playing or use of musical instruments, television, radio, loud speaker or mechanical or other noise making instrument of any kind or to practice or to permit the practising of any singing in the property.

Use of Washing Machine(s)
22. No washing machine in the Property shall be left to operate by itself automatically, unless the Tenant is present at all times in the Property during such operation. The Tenant shall expressly be held solely and fully responsible for any damage caused to the Property or anything therein caused as a result of such operation by the Tenant in breach of the provisions of this Clause.

Gas and Electrical Equipment - Operation
23. With the exception of pilot lights on gas-operated water heaters (and not on gas cookers) and electrically operated clocks and such other items as are designed for continuous operation, all gas and electrical equipment shall be turned off at all times when the Tenant is not in the Property, and the Tenant shall be solely and fully responsible for any damage to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the breach of this Clause.
24. The Tenant shall not introduce into the property any gas appliance without the prior written consent of the Landlord. The Tenant shall produce to the Landlord on an annual basis a gas safety certificate for any such appliance.
25. The Tenant shall keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and starters as and when necessary.

Gas, Electricity and Water Supplies and Telephone (except where specified under additional clauses)
26. To pay for all gas and electric light and power consumed or supplied on, or to, the Property during the term of the Tenancy and council tax, water rate and TV license as obliged by law is the responsibility solely of the Tenant.
27. Not to change to a new supplier for gas or electricity nor to allow any existing meter to be changed without first informing the Landlord in writing.
28. Not to have a water meter fitted where one is not already installed.
29. To pay all charges made for the use of the telephone and or internet (if any) in the Property during the term of the Tenancy or a proper proportion of the amount of such charges to be assessed according to the duration of the Tenancy.

General
30. To observe any other Terms and Conditions which may from time to time be made by the Landlord for the good order and management of the Property and such other Terms and Conditions as may be contained in an annexure to this Agreement signed by the parties hereto.

Notices
31. The address at which the Tenant may serve notices on the Landlord (including notices in proceedings) under Section 48 of the Landlord and Tenant Act 1987 is as follows:

Mr Lenos Tsialis
6 Stanmore Road,
London,
N15 3PS.

32. The Tenant agrees that a forwarding address may be passed on to any and all legitimate bodies that may have an interest in receiving this information.

Additional clauses (if any) or see additional sheet(s).

1. Loss of keys by Tenant will be charged at £25 plus a further £25 call-out charge if outside normal office hours. Damage to property will result in termination of agreement and loss of deposit (if any).

I/We hereby agree the foregoing

Signed
Tenant(s):

Dated: 01/06/13

Signed
Landlord:

PARADISE LETTINGS
020 8889 5771
F 020 8889 1162

Dated: 01/06/13