

5.0 APPENDIX A - AST's FOR FLAT 1

**ASSURED SHORTHOLD TENANCY AGREEMENT
[THE DEPOSIT PROTECTION SCHEME]**

relating to

[Flat 1, 91 High Road, London, N22 6BB]

Dated 28th January 2020.....

Parties:

(1) CHRIS ANTHONY ESTATES LIMITED

~ and ~

(2) [Kim Mason]



Chris Anthony Estates is the trading name of Chris Anthony Estates Limited | Registered Company No: 05839146
Trading Address: 3-5 Thane Villas, London, N7 7PH | Registered Address: Woodgate House, 2 – 8 Games Road, Barnet, EN4 9HN
T: 020 8446 9230 | W: www.chrisanthonyestates.com | E: info@chrisanthonyestates.com

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

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

CONTENTS

CLAUSE	
1.	Interpretation 1
2.	Grant of the Tenancy 4
3.	Deposit (If Applicable) 4
4.	Rent 5
5.	Use of Property 6
6.	Car Park and Storage 8
7.	Common Parts 8
8.	Insurance 8
9.	Securing the Property 9
10.	Assignment or Subletting 9
11.	Repairs and Alterations 9
12.	Contents 10
13.	Utilities and Outgoings 11
14.	Superior Lease 11
15.	Landlord's Covenants 12
16.	Default by the Tenant 13
17.	Landlord's Right to Enter the Property and to Display Signs 13
18.	Expiry of the Tenancy 14
19.	Notices 15
20.	General 15
21.	Inventory Check In and Check Out 16
22.	Preparation of AST 16
23.	Option to Break (if Applicable) 16
24.	Early Termination by the Tenant 16
25.	Housing Benefit Tenants (If Applicable) 16
26.	Data Protection 17
27.	Governing Law 18
ANNEXURE 1 19	
Lawful Occupiers of the Property 19	

THIS AGREEMENT is made on this 28th day of January 2020.

PARTIES

(1) The Landlord: **CHRIS ANTHONY ESTATES LIMITED**
Whose registered address is at:
3-5 THANE VILLAS
LONDON
N7 7 PH

Company Number: **[05839146]**

(2) The Tenant:

(1) **[Kim Mason]**

AGREED TERMS OF THE TENANCY, DEFINITIONS AND INTERPRETATION

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions:

Building: *means:* **[91 High Road, London, N22 6BB]**

Break Date: *means:* **06 months from the date of this Agreement.**

Contents: *means:* the Landlord's furniture, furnishings, fixtures, fittings and any other items at the Property and as set out in the Inventory and Schedule of Condition.

Common Parts: *means:* the main entrance to the Building leading from the public highway or any private highway or road and all common areas within the Building (such as hallway, stairs,

corridors, storage areas, electricity and other cupboards and landings) affording access to the Property.

Deposit: *means:* £[0.00]

HA 1988 *means:* Housing Act 1988.

HA 2004: *means:* Housing Act 2004.

Insured Risks: *means:* such risks as are typically covered in a freeholder's building insurance policy or any other risks against which the freeholder of the Building decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: *means:* the list of Contents in the Property and description of the condition of the Property and Contents which will be prepared by or on behalf of the Landlord on, or no later than 3 days after, the beginning of the Tenancy which will form part of this Agreement.

Landlord's Agent: *means:* Chris Anthony Estates Limited of 3-5 Thane Villas, London, N7 7PH

Landlord's Bank Account: *means:*
Bank: Barclays Bank PLC
Sort Code: 20-29-77
Account Number: 90980021
Account Name: Chris Antony Estates Limited

Or any other bank account the details of which shall be provided by the Landlord to the Tenant in writing.

LTA 1985: *means:* Landlord and Tenant Act 1985.

Property: *means:* [Flat 1, 91 High Road, London, N22 6BB]

Rent: *means:* £950.00 per calendar month.

Rent Payment Dates: *means:* the first rent payment is to be made on the date of this Agreement ('the First Rent Payment Date') and all subsequent rent is to be paid on [28th] day of each month thereafter.

TDS: *means:* tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Term: *means:* a fixed term of 24 months from and including 28th January 2020 to and including 27th January 2021.

Tenancy: *means:* the tenancy created under this Agreement and any statutory periodic tenancy arising under section 5(2) of the

Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Working Day: *means:* any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

Superior Lease: *means:* any lease between the Landlord and any superior landlord of the Property.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an Agreement is a reference to this Agreement.
- 1.9 Any reference to Tenancy refers to the tenancy created under this Agreement.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by or on behalf of the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to Clauses are to the Clauses of this Agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy.
- 1.14 A reference to the Tenant includes a reference to its guests (whether permanent or temporary), family members and its successors in title and assignees.
- 1.15 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, and they will be liable for all sums due and all obligations under the Agreement, not just liable for a proportionate part.

- 1.16 The obligations of the Tenant arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. GRANT OF THE TENANCY

- 2.1 The Landlord lets the Property together with the Contents to the Tenant and grants to the Tenant the right to use, in common with the Landlord and all others authorised by the Landlord, the Common Parts.
- 2.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.
- 2.3 Once the Term has expired the Landlord is entitled to recover possession under section 21 of the HA 1988 unless the Landlord has served a notice on the Tenant at the start of or during the Tenancy stating that it is not an assured shorthold tenancy. Where the Landlord fails to comply with the TDS requirements the Landlord shall be prevented from recovering possession of the Property using the accelerated possession procedure under section 21 of the HA 1988.

3. DEPOSIT (IF APPLICABLE)

- 3.1 The Tenant shall pay the Deposit to the Landlord or the Landlord's Agent on or before the date of this Agreement which will be held by the Landlord or the Landlord's Agent for the duration of the Tenancy pursuant to the terms of this Agreement.
- 3.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such part of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Property or the Common Parts or the Contents (except for fair wear and tear) caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - (b) make good any damage caused by or due to pets kept in the Property by the Tenant including any associated cleaning or other actions required;
 - (c) replace any of the Contents which may be broken, damaged or missing from the Property;
 - (d) pay any Rent which remains unpaid;
 - (e) pay any accounts for utilities council tax charges or any other taxes or accounts for which the Tenant may be liable which remain unpaid; and
 - (f) pay for the Property, the Common Parts and the Contents to be cleaned if the Tenant is in breach of its obligations under this Agreement.
- 3.3 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.
- 3.4 The Landlord will provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

- 3.5 The Deposit will be held by the Landlord or by the Landlord's Agent. The Landlord can transfer the Deposit to another TDS or change the person who holds the Deposit but in either case the Landlord will notify the Tenant of this change in writing.
- 3.6 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS and the provisions of this Agreement.
- 3.7 The Landlord and Tenant agree that any interest accrued from the Deposit shall belong to the Landlord.
- 3.8 During the Term, the Landlord shall be entitled to withdraw monies from the Deposit in order to pay any Rent or other monies due to the Landlord pursuant to this Agreement which the Tenant fails to pay on time. In the event that the Landlord applies monies from the Deposit as aforesaid, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the Tenant of such withdrawal.
- 3.9 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or other monies payable under this Agreement on the ground that a Deposit is held by the Landlord or by the TDS.
- 3.10 The Landlord shall inform the Tenant within 10 Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 3.2.
- 3.11 In the event that the amount owed to the Landlord by the Tenant under clause 3.2 exceeds the amount of deposit held by the Landlord, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the tenant of such shortfall pursuant to clause 3.10.

TENANT'S OBLIGATIONS

4. RENT

- 4.1 The Tenant shall pay the Rent monthly in advance on the Rent Payment Dates whether demanded or not, directly into the Landlord' Bank Account by direct debit or standing order directly into the Landlord's Bank Account.
- 4.2 The Tenant shall pay the first instalment of Rent on or before the First Rent Payment Date.
- 4.3 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate in force from time to time on any Rent lawfully due whether demanded or not that is paid more than 14 days after the date on which it became due. The interest will be payable from and including the date the Rent should have been paid to and including the date the Rent is actually paid.
- 4.4 If the Rent is not received by the Landlord on the Rent Payment Dates then the Tenant shall be liable for any legal costs which may be reasonably incurred by the Landlord in chasing payment of Rent.

- 4.5 The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this Clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.6 The Landlord may continue to demand and collect Rent if he is in contemplation of or has issued a claim for possession and the collection of Rent will not constitute a waiver of the Landlord's right to a claim for possession.
- 4.7 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.
- 5. USE OF PROPERTY**
- 5.1 The Tenant shall use the Property as a private dwelling, for his personal use only and for the use of the Tenant's immediate family members.
- 5.2 The Tenant shall not use the Property for the purposes of conducting a business or carrying on a trade or profession of any kind.
- 5.3 The Tenant shall not register a company or any other form of business structure at the Property.
- 5.4 The Tenant shall not smoke or permit anyone to smoke inside the Property or in the Common Parts.
- 5.5 The Tenant shall not keep or permit to be kept any pets or any other animals whatsoever in or around the Property or the Building.
- 5.6 The Tenant shall not do in or upon Property or the Common Parts anything which may be or become a nuisance or cause annoyance damage or inconvenience to the Landlord or the tenants of the Building or other property in the neighborhood or to any public local or other authority.
- 5.7 The Tenant shall regularly and properly dispose of all household rubbish and waste.
- 5.8 The Tenant shall not make or permit to be made any loud noise or play any loud radio or music, television or any other equipment or musical instrument in or around the Common Parts at any time or in or around the Property between the hours of 10:00 pm and 8:00 am so as to be an audible nuisance outside the Property.
- 5.9 The Tenant shall not place and/or leave any laundry, dry or wet clothes or any other articles outside the Building or in the Common Parts.
- 5.10 The Tenant shall take all necessary precautions to ensure that all electrical appliances, devices and cables are kept in a safe and usable condition.
- 5.11 The Tenant shall keep the Property well aired and ventilated at all times.

- 5.12 The Tenant shall take all necessary steps and precautions to ensure that there is no outbreak of damp, wet or dry rot or pest infestation at the Property or the Common Parts and if an outbreak of damp, rot or pest infestation is caused by the Tenant's negligence, act or omission then the Tenant will be liable for all remedial costs and will fully and effectually indemnify the Landlord in respect of all remedial costs incurred by the Landlord.
- 5.13 The Tenant shall not remove or replace any of the Contents without the Landlord's prior consent.
- 5.14 The Tenant shall not store any of the Contents or its own belongings outside the Property or in the Common Parts.
- 5.15 The Tenant shall not place or erect any aerial, satellite dish, cable equipment, advertisement, sign or notice board on the exterior or interior of the Building.
- 5.16 The Tenant shall not use or permit to be used any oil stove, paraffin heater, portable gas heater or any other portable fuel or gas burning appliance in or around the Property.
- 5.17 The Tenant shall not bring anything in the Building or do anything to or on the Property or the Building that:
- (a) overburdens the electricity circuit;
 - (b) obstructs the Common Parts and/or any fire exists;
 - (c) causes a nuisance, annoyance, danger or damage to the Property or the Common Parts or the Building or any neighbouring property or to other occupiers of the Building or any neighbouring property;
 - (d) involves using the Property or the Common parts for immoral or illegal purposes; or
 - (e) has the effect of invalidating the insurance that the Landlord has taken out on the Building.
- 5.18 The Tenant shall send the Landlord and the Landlord's Agent a copy of any notice, letter or other communication affecting the Property within 7 (seven) days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 5.19 The Tenant shall be liable for the full cost of all emergency call outs and expenditure related thereto save where such call outs result from the failure of the Landlord's obligations to maintain the Building or Property pursuant to this Agreement.
- 5.20 The Tenant must at all times comply with all relevant laws, rules and regulations relating to the Property and its use and without prejudice to the generality of the aforesaid at no time and under no circumstances shall the Tenant allow the property to become overcrowded and/or allow the Property to be classed and/or used as a House in Multiple Occupation unless an appropriate licence exists for that use.
- 5.21 The Tenant confirms that they (and anyone residing at the Property with them) have the right to stay/remain in the UK and that they are legally entitled to rent the

Property. The Tenant confirms that all relevant and necessary original documents have been disclosed to the Landlord for their inspection prior to the commencement of the Tenancy and that the details entered in Annexure 1 are complete and accurate. The Tenant will promptly inform the Landlord of any time limits imposed on the right of the Tenant (and those residing at the Property with them) to stay/remain in the UK and immediately inform the Landlord if for any reason such right expires, is withdrawn or for any other reason is no longer valid.

6. CAR PARK AND STORAGE

- 6.1 If the Tenant is allocated a car parking space they will only park in the specific space allocated to the Property.
- 6.2 If available and permissible by the local authority and/or any planning permission relating to the Building and/or the Property, it is the Tenant's responsibility to obtain, pay for and maintain any required parking permits and/or resident parking schemes.
- 6.3 The Tenant is only permitted to use any storage areas or bike racks which are specifically allocated to the Property.

7. COMMON PARTS

- 7.1 The Tenant shall use the Common Parts for the purposes for which they are intended and in a manner which is considerate to all other tenants of the Building.
- 7.2 The Tenant shall ensure that no nuisance damage or loss is caused to the Common Parts, reasonable fair wear and tear excepted.
- 7.3 The Tenant shall pay for and/or compensate the Landlord for all damage to the Common Parts caused by the act or omission of the Tenant or any of the Tenant's visitors and also pay for and/or compensate the Landlord for the repair of or replacement of all such items within the Common Parts as shall be broken, lost, stolen, damaged or destroyed by the Tenant or his visitors.
- 7.4 The Tenant shall leave the Common Parts clean and tidy after use at all times.

8. INSURANCE

- 8.1 The Tenant will at all times comply with the requirements of the Landlord's insurance policy for the Building and/or the Property a copy of which can be provided by the Landlord to the Tenant on request.
- 8.2 The Tenant will promptly inform (and provide any required information to) all necessary persons and/or authorities of any damage or destruction caused to the Building, the Property or the Common Parts or the Landlord's fixtures and fittings by an Insured Risk.
- 8.3 The Tenant will be liable to pay for any increase in the Landlord's insurance premium due to the Tenant's failure to comply with the Landlord's insurance policy and/or due

to any act or omission, negligence or misuse of the Building, the Property or the Common Parts by the Tenant or any breach by the Tenant of its obligations under this Agreement which causes an increase in the Landlord's insurance premium.

- 8.4 The Tenant will be responsible for affecting any necessary insurance policy for its own contents and possessions.

9. SECURING THE PROPERTY

- 9.1 The Tenant is responsible for ensuring that all doors and windows to the Property and the Common Parts are kept properly locked, bolted and secured at all appropriate times and that any burglar alarm is activated as and when required and always when the Property is vacant.
- 9.2 The Tenant is not permitted to install add or change any locks passcodes or entry systems at the Building or the Property or the Common Parts without the prior consent of the Landlord in writing save in case of an emergency and in the event that the Landlord provides such consent the Tenant shall supply the Landlord with copies of all new keys and details of all new passcodes.
- 9.3 The Tenant is liable for the reasonable cost of replacement of all locks and bolts or other security devices, keys and key fobs which are broken as a result of an act or omission of the Tenant or lost whilst in the Tenant's possession.
- 9.4 The Tenant is not permitted to change the burglar alarm code or door entry codes (if applicable) without the prior consent of the Landlord in writing.
- 9.5 The Tenant is not permitted to have any additional keys cut for the locks to the Property without the prior consent of the Landlord in writing.
- 9.6 At the end of the Term the Tenant must provide all keys, key fobs or any other security devices to the Landlord or its agent and the Tenant shall bare the full cost of any missing keys, key fobs, and other security devices or of any broken locks.
- 9.7 The Tenant must inform the Landlord if for any reason during the Term the Property will remain vacant for a period of 21 days or longer.

10. ASSIGNMENT OR SUBLETTING

- 10.1 The Tenant shall not assign, sublet, charge, part with or share possession of the whole or any part of the Property.
- 10.2 The Tenant shall not take in any lodgers or paying guests whatsoever or allow any persons other than those named in this Agreement to reside at the Property.

11. REPAIRS AND ALTERATIONS

- 11.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for reasonable fair wear and tear).

- 11.2 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean; and shall in any event bare the cost of keeping the outside of all windows relating to the Property clean.
- 11.3 If the Property has a private and/or communal garden the Tenant shall keep it clean and tidy, in a good condition and free from rubbish. The Tenant shall not remove or destroy any existing plants, trees, shrubs or any other vegetation or greenery at the Property without the prior consent of the Landlord in writing.
- 11.4 If the Property has any chimney(s), the Tenant will regularly keep it clean and tidy.
- 11.5 The Tenant shall replace all light bulbs, fluorescent tubes and all other lighting as and when necessary with low voltage energy saving light bulbs and shall ensure that all light bulbs are in good working order at the end of the Term.
- 11.6 The Tenant shall replace all fuses as and when necessary with the same type of fuse and shall ensure that all fuses are in good working order at the end of the Term.
- 11.7 The Tenant shall promptly replace and pay for all broken glass with the same quality glass at the Property where the Tenant, or the Tenant's visitors, cause the breakage.
- 11.8 The Tenant shall keep all smoke and all carbon monoxide alarms in good working order at all times and in particular replace all batteries as and when necessary.
- 11.9 The Tenant shall keep clean and tidy and not cause any blockage to the drains, gutters, pipes, vents, extractor fans and ventilation ducts of the Building. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under Clause 15.5.
- 11.10 The Tenant shall not make any alteration, addition, or redecorate the Property.
- 11.11 The Tenant shall not hang pictures or other items on the walls with nails or screws or otherwise damage the walls.
- 11.12 The Tenant shall make good, or if so required by the Landlord, pay for and/or compensate the Landlord for all damage to the Property caused by the act or omission of the Tenant or the Tenant's visitors and also to make good, or if so required by the Landlord, pay for and/or compensate the Landlord for the repair of or replacement of all such items of the Contents as shall be broken, lost, stolen, damaged or destroyed during the Term.
- 11.13 The Tenant shall notify the Landlord promptly and in writing of any items of defect or disrepair (including damp, wet or dry rot and pest infestation) in the Property or the Contents for which the Landlord is responsible for repairing.

12. CONTENTS

- 12.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for reasonable fair wear and tear) as detailed on the Inventory and Schedule of Condition.

- 12.2 The Tenant shall immediately inform the Landlord or the Landlord's Agent of any repairs required to the Contents which form part of the Landlord's obligations to maintain.

13. UTILITIES AND OUTGOINGS

- 13.1 Unless otherwise agreed in writing, the Tenant shall pay the Council Tax or any similar/replacement tax for the Property, all charges for gas, electricity, water and sewerage services, Freeview, Sky, Virgin Media and other television and television licence and internet connection (if the Property has these) and all other utilities and outgoings whatsoever used by the Tenant at the Property.
- 13.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities and is not permitted to alter, interfere or tamper with any of the meters or other installations at the Property.
- 13.3 The Tenant shall be responsible for informing all relevant utility companies and any other relevant organisations of their occupation of the Property at the start of the Term and their vacating of the Property at the end of the Term and provide them with up to date meter readings where and when applicable.
- 13.4 The Tenant shall provide the Landlord with copies of all first utility bills showing the Tenant's full name and the relevant utility reference number and will inform the Landlord of any change in utility provider or information provided to a utility provider by the Tenant.
- 13.5 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 13.6 The Tenant shall not change the telephone number of the Property or transfer the telephone number to another property without the consent of the Landlord in writing.
- 13.7 The Tenant shall on the first and last day of the Term provide the Landlord and/or the Landlord's Agent with all applicable meter readings in writing.
- 13.8 If any of the costs in this clause are payable in relation to the Property together with any other property, the Tenant shall pay a fair proportion of all those costs.
- 13.9 The Tenant shall promptly discharge all unpaid utilities and outgoings incurred during the Term.

14. SUPERIOR LEASE

- 14.1 The Tenant must at all times comply with the terms of and the covenants contained in the Landlord's lease relating to the Property (if applicable) and any Superior Lease (if applicable) save for the covenants to pay rent or service charge and keep the Landlord fully and effectually indemnified against all claims damages reasonable costs and expenses in any way relating thereto.

LANDLORD'S OBLIGATIONS

15. LANDLORD'S COVENANTS

- 15.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 15.2 The Landlord shall use reasonable endeavours to procure that the Property is insured to its full reinstatement value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own contents and possessions with a reputable insurer.
- 15.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 15.4 The Landlord shall allow the Tenant, provided that he is paying the Rent and performing the Tenant's obligations under this Agreement, quiet possession and enjoyment of the Property throughout the duration of the Term without any unlawful interruption by the Landlord or any other person rightfully claiming under or in trust for the Landlord.
- 15.5 In accordance with section 11 of the LTA 1985, the Landlord shall use reasonable endeavours to:
- (a) keep in repair the structure and exterior of the Building (including drains, external pipes and gutters and external windows (provided that the cost of cleaning of all external windows relating to the Property shall be borne by the Tenant));
 - (b) keep in repair and proper working order the installations in the Property and Common Parts for the 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 the supply of water gas or electricity); and
 - (c) keep in repair and proper working order the installations in the Property and Common Parts for space heating and heating water.
- 15.6 The Landlord shall not be required to:
- (a) carry out or bear the cost of any works or repairs for which the Tenant is liable by virtue of this Agreement; or
 - (b) keep in repair or maintain or bear the cost of anything which the Tenant is entitled or liable to remove from the Property.
- 15.7 The Landlord shall ensure that:
- (a) all furnishings supplied at the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended;
 - (b) all gas appliances and central heating systems comply with the Gas Safety (Installation and Use) Regulations 1998; and

- (c) all applicable electrical appliances supplied at the Property comply with the Electrical Equipment (Safety) Regulations 1994.

16. DEFAULT BY THE TENANT

16.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt or insolvent under the Insolvency Act 1986;
- (c) the Tenant fails to perform any one of its obligations under this Agreement;
- (d) any of the Grounds 2, 7, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply; or

This Clause 16.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession. Schedule 2 of the HA 1988 can be found by using this link: <https://www.legislation.gov.uk/ukpga/1988/50/schedule/2>. A hard copy can be provided to the Tenant upon request.

16.2 If the Landlord re-enters the Property pursuant to this Clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.

16.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall fully and effectually indemnify the Landlord against professional and other costs and expenses incurred by the Landlord or its agent in remedying such breaches or in connection with the enforcement of those obligations including for the avoidance of doubt the cost of any court proceedings.

16.4 The Tenant shall keep the Landlord fully and effectually indemnified in respect of any loss or damage arising from any claim brought as a result of any breach by the Tenant of any of its covenants and obligations contained in this Agreement irrespective of the value of the claim or whether the claim is a non-monetary claim.

17. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

17.1 The Landlord reserves the right for the Landlord, its Agent or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this Agreement;
- (c) to carry out repairs or alterations to the next-door premises;
- (d) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (e) to show prospective tenants or purchasers around the Property.

- 17.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant such consent not to be unreasonably withheld or delayed except in an emergency when no consent is required for such entry.
- 17.3 The Landlord reserves the right to display a "for sale" or "to let" sign on or in the Property and/or on or in the Building at any time during the Term.

GENERAL CONDITIONS

18. EXPIRY OF THE TENANCY

- 18.1 At the end of the Term (however determined), the Tenant shall:
- (a) return the Property and the Contents to the Landlord in the condition required by this Agreement;
 - (b) make good, pay for the repair of, or replace all Contents which have been broken, lost, damaged or destroyed during the tenancy (reasonable fair wear and tear excepted);
 - (c) return all keys to the Property to the Landlord by no later than 4:00 pm on the last day of the Tenancy;
 - (d) ensure that the Property is cleaned to a professional standard including the washing of curtains, carpets, floors and all Contents; and
 - (e) remove all of the Tenant's belongings and all rubbish from the Property and the Common Parts.
- 18.2 The Landlord has the right to recover possession of the Property if:
- (a) the Term has expired; and
 - (b) the Landlord has given two months' prior notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - (c) at least six months have passed since the date of this Agreement.
- 18.3 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 18.4 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property or the Common Parts after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. If the items are not collected within one month, the Landlord may dispose of the items, retain any proceeds of sale for its own use, and the Tenant will be liable for the reasonable costs of such disposal. The costs of removal, storage and disposal may be deducted from the Deposit.

19. NOTICES

- 19.1 The Landlord's address for service is the Landlord's address specified at the beginning of this Agreement or such other address which may be provided from time to time in writing to the Tenant by the Landlord.
- 19.2 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Landlord's address given in Clause 19.1.
- 19.3 The Tenant's address for service is the Property address or such other address stated at the beginning of this Agreement or notified to the Landlord in writing after the date of this Agreement.
- 19.4 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Tenant's address given in Clause 19.3.
- 19.5 Any notice sent by first class post shall be deemed to have been served the second Working Day after it was sent.
- 19.6 Any notice delivered personally shall be deemed to have been served at the time the notice is left at the proper address provided it is before 4:30pm or if after on the next Working Day.

20. GENERAL

- 20.1 The failure of a Party to insist in any one or more instances upon the performance of any provisions of the Agreement shall not be construed as a waiver or relinquish of that Party's rights to future performance of such provision and the other Party's obligation in respect of such future performance shall continue in full force and effect.
- 20.2 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable illegal or otherwise invalid in any respect under the law governing this Agreement or its performance, such unenforceability illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable illegal or invalid provisions had never been contained in this Agreement.
- 20.3 If a cheque or any other payment made by the Tenant is rejected or refused by the Landlord's nominated bank the Tenant will be fully liable for all associated costs.
- 20.4 The Tenant will fully and effectually indemnify the Landlord in respect of all legal and other costs of any litigation between the Landlord and Tenant where the Landlord is successful irrespective of the value of the claim or whether the claim is a non-monetary claim.

21. INVENTORY CHECK IN AND CHECK OUT

- 21.1 The Landlord will be responsible for the cost of the preparation of the Inventory and Schedule of Condition at the beginning and at the end of the Term.
- 21.2 In the event that the Tenant is not present for an inventory, the same will be prepared in his absence and the Tenant shall have 10 days within which to raise any concerns relating to the same after which time the Tenant is deemed to have accepted the contents of the Inventory and Schedule of Condition.
- 21.3 The Landlord and the Tenant consent to the use of the Inventory and Schedule of Condition as evidence in connection with any dispute relating to the Deposit.

22. PREPARATION OF AST

The Landlord will bear the cost of the preparation of this Assured Shorthold Tenancy Agreement.

23. OPTION TO BREAK (IF APPLICABLE)

- 23.1 The tenancy can be terminated on or following the Break Date by:
- (a) The Landlord serving on the Tenant written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Landlord's Break Notice'); or
 - (b) The Tenant serving on the Landlord written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Tenant's Break Notice').
- 23.2 Subject to clause 23.1, following service of either the Landlord's Break Notice or the Tenant's Break Notice the Tenancy shall terminate on the date specified in the Break Notice.

24. EARLY TERMINATION BY THE TENANT

If the Tenant vacates the Property before the end of the Term (save for pursuant to any notice to quit or a court order) the Tenant will remain liable for the payment of Rent, utilities and outgoings until the expiry of the Term or until the Property is re-let by the Landlord, whichever is earliest along with any commission which the Landlord is liable for relating to the Tenancy and any reasonable costs incurred by the Landlord as a result of early termination by the Tenant.

25. HOUSING BENEFIT TENANTS (IF APPLICABLE)

- 25.1 The Tenant hereby authorises the Local Authority to discuss with the Landlord or its agent the details of any housing benefit, council tax claims or any other claims made in relation to this Agreement.

- 25.2 The Tenant hereby authorises the Local Authority to pay any housing benefit directly to the Landlord or its agent if so required by the Landlord and permitted by the Local Authority and will give all necessary authorisations and instructions to the Local Authority to do so.
- 25.3 The Tenant agrees to reimburse the Landlord in respect of any housing benefit overpayment which is requested by the Local Authority from the Landlord in relation to this Agreement, either before or after the expiry of the Term.
- 25.4 Notwithstanding Clause 25.1 and 25.2 the Tenant shall remain primarily liable for the payment of Rent and all other monies payable to the Landlord under this Agreement and shall make all payments which the Local Authority for any reason fails to make to, or reclaims from, the Landlord or its agent.
- 25.5 Without prejudice to the generality of Clause 25.4, the Tenant shall pay any shortfall in the amount of Rent after the said payments by the Local Authority.

26. DATA PROTECTION

- 26.1 In this clause 26 personal information means "personal data" in the sense defined in the Data Protection Act 2018 (or its replacement) and (so long as it remains law in the United Kingdom or in any other relevant jurisdiction) the EU General Data Protection Regulation 2016/679 ('GDPR') (the 'Relevant Law').
- 26.2 The Landlord or its Agent will process personal data on if and when necessary in connection with the Tenancy, the Tenant, (and any guarantor of the obligations of the Tenant under this Agreement and to some extent residents in the Property) and will do so in a manner compatible with the Relevant Law.
- 26.3 The Tenant hereby acknowledges that the Landlord or its Agent may disclose the information retained by them in relation to the Tenant to utility providers, the local authority, credit reference providers, debt collection agencies, to their legal and other advisors or as required by the operation of the law.
- 26.4 How to deal with personal data issues:
- (a) The Landlord or its Agent (who can be contacted at the addresses stated at the beginning of this Agreement) will try to resolve any query or concern the Tenant may raise about the Landlord or its Agent's use of the Tenant's personal information.
 - (b) The GDPR also provides a right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where the Tenant works, normally lives or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

27. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This Agreement has been executed by the parties on the date stated at the beginning of it. All parties have read this Agreement and acknowledge that this is a formal document designed to create legal rights and obligations. All parties agree to the terms of this Agreement and have been given the opportunity to take legal and/or other advice before entering into the Agreement.

Signed by or for and on behalf of the
Landlord:


.....
[Chris Anthony Estates Limited]

Signed by the
Tenant(s):


.....
[Kim Mason]

ANNEXURE 1

LAWFUL OCCUPIERS OF THE PROPERTY

To be completed prior to the commencement of the Tenancy:

Name	Date of birth (Make a note if under 18, or will turn 18 during the term of the tenancy)	Documents checked	Immigration status (Delete as appropriate)	Date of check
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	

ASSURED SHORTHOLD TENANCY AGREEMENT
[THE DEPOSIT PROTECTION SCHEME]

relating to

[Flat 1, 91 High Road, London, N22 6BB]

Dated 28th January 2021

Parties:

(1) CHRIS ANTHONY ESTATES LIMITED

~ and ~

(2) [Mr Marek Kras]



Chris Anthony Estates is the trading name of Chris Anthony Estates Limited | Registered Company No: 05839146
Trading Address: 3-5 Thane Villas, London, N7 7PH | Registered Address: 16 Khartoum Road, Ilford, IG1 2NP
T: 020 8446 9230 | W: www.chrisanthonyestates.com | E: info@chrisanthonyestates.com

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

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

CONTENTS

CLAUSE	
1.	Interpretation 1
2.	Grant of the Tenancy 4
3.	Deposit (If Applicable) 4
4.	Rent 5
5.	Use of Property 6
6.	Car Park and Storage 8
7.	Common Parts 8
8.	Insurance 8
9.	Securing the Property 9
10.	Assignment or Subletting 9
11.	Repairs and Alterations 9
12.	Contents 10
13.	Utilities and Outgoings 11
14.	Superior Lease 11
15.	Landlord's Covenants 12
16.	Default by the Tenant 13
17.	Landlord's Right to Enter the Property and to Display Signs 13
18.	Expiry of the Tenancy 14
19.	Notices 15
20.	General 15
21.	Inventory Check In and Check Out 16
22.	Preparation of AST 16
23.	Option to Break (if Applicable) 16
24.	Early Termination by the Tenant 16
25.	Housing Benefit Tenants (If Applicable) 16
26.	Data Protection 17
27.	Governing Law 18
ANNEXURE 1 19	
Lawful Occupiers of the Property 19	

THIS AGREEMENT is made on this 28th day of January 2021

PARTIES

(1) The Landlord: **CHRIS ANTHONY ESTATES LIMITED**
Whose registered address is at:
3-5 THANE VILLAS
LONDON
N7 7 PH

Company Number: [05839146]

(2) The Tenant:

(1) [Mr Marek Kras]

(2) previously of []

(3) Email: []

(4) Mobile []

AGREED TERMS OF THE TENANCY, DEFINITIONS AND INTERPRETATION

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions:

Building: means: [91 High Road, London, N22 6BB]

Break Date: means: NOT APPLICABLE

Contents: means: the Landlord's furniture, furnishings, fixtures, fittings and any other items at the Property and as set out in the Inventory and Schedule of Condition.

Common Parts: means: the main entrance to the Building leading from the public highway or any private highway or road and all common areas within the Building (such as hallway, stairs,

corridors, storage areas, electricity and other cupboards and landings) affording access to the Property.

Deposit:	<i>means:</i> £0.00
HA 1988	<i>means:</i> Housing Act 1988.
HA 2004:	<i>means:</i> Housing Act 2004.
Insured Risks:	<i>means:</i> such risks as are typically covered in a freeholder's building insurance policy or any other risks against which the freeholder of the Building decides to insure against from time to time and Insured Risk means any one of the Insured Risks.
Inventory and Schedule of Condition:	<i>means:</i> the list of Contents in the Property and description of the condition of the Property and Contents which will be prepared by or on behalf of the Landlord on, or no later than 3 days after, the beginning of the Tenancy which will form part of this Agreement.
Landlord's Agent:	<i>means:</i> Chris Anthony Estates Limited of 3-5 Thane Villas, London, N7 7PH
Landlord's Bank Account:	<i>means:</i> Bank: Barclays Bank PLC Sort Code: 20-29-77 Account Number: 90980021 Account Name: Chris Antony Estates Limited Or any other bank account the details of which shall be provided by the Landlord to the Tenant in writing.
LTA 1985:	<i>means:</i> Landlord and Tenant Act 1985.
Property:	<i>means:</i> Flat 1, 91 High Road, London, N22 6BB
Rent:	<i>means:</i> £966.00 per calendar month
Rent Payment Dates:	<i>means:</i> the first rent payment is to be made on the date of this Agreement ('the First Rent Payment Date') and all subsequent rent is to be paid on the [1st] day of each month thereafter.
TDS:	<i>means:</i> tenancy deposit scheme, as defined in section 212(2) of the HA 2004.
Term:	<i>means:</i> a fixed term of 24 months from and including 28 th January 2021 to and including 27 th January 2023
Tenancy:	<i>means:</i> the tenancy created under this Agreement and any statutory periodic tenancy arising under section 5(2) of the

Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Working Day: *means:* any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

Superior Lease: *means:* any lease between the Landlord and any superior landlord of the Property.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an Agreement is a reference to this Agreement.
- 1.9 Any reference to Tenancy refers to the tenancy created under this Agreement.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by or on behalf of the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to Clauses are to the Clauses of this Agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy.
- 1.14 A reference to the Tenant includes a reference to its guests (whether permanent or temporary), family members and its successors in title and assignees.
- 1.15 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, and they will be liable for all sums due and all obligations under the Agreement, not just liable for a proportionate part.

- 1.16 The obligations of the Tenant arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. GRANT OF THE TENANCY

- 2.1 The Landlord lets the Property together with the Contents to the Tenant and grants to the Tenant the right to use, in common with the Landlord and all others authorised by the Landlord, the Common Parts.
- 2.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.
- 2.3 Once the Term has expired the Landlord is entitled to recover possession under section 21 of the HA 1988 unless the Landlord has served a notice on the Tenant at the start of or during the Tenancy stating that it is not an assured shorthold tenancy. Where the Landlord fails to comply with the TDS requirements the Landlord shall be prevented from recovering possession of the Property using the accelerated possession procedure under section 21 of the HA 1988.

3. DEPOSIT (IF APPLICABLE)

- 3.1 The Tenant shall pay the Deposit to the Landlord or the Landlord's Agent on or before the date of this Agreement which will be held by the Landlord or the Landlord's Agent for the duration of the Tenancy pursuant to the terms of this Agreement.
- 3.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such part of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Property or the Common Parts or the Contents (except for fair wear and tear) caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - (b) make good any damage caused by or due to pets kept in the Property by the Tenant including any associated cleaning or other actions required;
 - (c) replace any of the Contents which may be broken, damaged or missing from the Property;
 - (d) pay any Rent which remains unpaid;
 - (e) pay any accounts for utilities council tax charges or any other taxes or accounts for which the Tenant may be liable which remain unpaid; and
 - (f) pay for the Property, the Common Parts and the Contents to be cleaned if the Tenant is in breach of its obligations under this Agreement.
- 3.3 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.
- 3.4 The Landlord will provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

- 3.5 The Deposit will be held by the Landlord or by the Landlord's Agent. The Landlord can transfer the Deposit to another TDS or change the person who holds the Deposit but in either case the Landlord will notify the Tenant of this change in writing.
- 3.6 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS and the provisions of this Agreement.
- 3.7 The Landlord and Tenant agree that any interest accrued from the Deposit shall belong to the Landlord.
- 3.8 During the Term, the Landlord shall be entitled to withdraw monies from the Deposit in order to pay any Rent or other monies due to the Landlord pursuant to this Agreement which the Tenant fails to pay on time. In the event that the Landlord applies monies from the Deposit as aforesaid, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the Tenant of such withdrawal.
- 3.9 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or other monies payable under this Agreement on the ground that a Deposit is held by the Landlord or by the TDS.
- 3.10 The Landlord shall inform the Tenant within 10 Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 3.2.
- 3.11 In the event that the amount owed to the Landlord by the Tenant under clause 3.2 exceeds the amount of deposit held by the Landlord, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the tenant of such shortfall pursuant to clause 3.10.

TENANT'S OBLIGATIONS

4. RENT

- 4.1 The Tenant shall pay the Rent monthly in advance on the Rent Payment Dates whether demanded or not, directly into the Landlord's Bank Account by direct debit or standing order directly into the Landlord's Bank Account.
- 4.2 The Tenant shall pay the first instalment of Rent on or before the First Rent Payment Date.
- 4.3 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate in force from time to time on any Rent lawfully due whether demanded or not that is paid more than 14 days after the date on which it became due. The interest will be payable from and including the date the Rent should have been paid to and including the date the Rent is actually paid.
- 4.4 If the Rent is not received by the Landlord on the Rent Payment Dates then the Tenant shall be liable for any legal costs which may be reasonably incurred by the Landlord in chasing payment of Rent.

- 4.5 The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this Clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.6 The Landlord may continue to demand and collect Rent if he is in contemplation of or has issued a claim for possession and the collection of Rent will not constitute a waiver of the Landlord's right to a claim for possession.
- 4.7 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.
- 5. USE OF PROPERTY**
- 5.1 The Tenant shall use the Property as a private dwelling, for his personal use only and for the use of the Tenant's immediate family members.
- 5.2 The Tenant shall not use the Property for the purposes of conducting a business or carrying on a trade or profession of any kind.
- 5.3 The Tenant shall not register a company or any other form of business structure at the Property.
- 5.4 The Tenant shall not smoke or permit anyone to smoke inside the Property or in the Common Parts.
- 5.5 The Tenant shall not keep or permit to be kept any pets or any other animals whatsoever in or around the Property or the Building.
- 5.6 The Tenant shall not do in or upon Property or the Common Parts anything which may be or become a nuisance or cause annoyance damage or inconvenience to the Landlord or the tenants of the Building or other property in the neighborhood or to any public local or other authority.
- 5.7 The Tenant shall regularly and properly dispose of all household rubbish and waste.
- 5.8 The Tenant shall not make or permit to be made any loud noise or play any loud radio or music, television or any other equipment or musical instrument in or around the Common Parts at any time or in or around the Property between the hours of 10:00 pm and 8:00 am so as to be an audible nuisance outside the Property.
- 5.9 The Tenant shall not place and/or leave any laundry, dry or wet clothes or any other articles outside the Building or in the Common Parts.
- 5.10 The Tenant shall take all necessary precautions to ensure that all electrical appliances, devices and cables are kept in a safe and usable condition.
- 5.11 The Tenant shall keep the Property well aired and ventilated at all times.

- 5.12 The Tenant shall take all necessary steps and precautions to ensure that there is no outbreak of damp, wet or dry rot or pest infestation at the Property or the Common Parts and if an outbreak of damp, rot or pest infestation is caused by the Tenant's negligence, act or omission then the Tenant will be liable for all remedial costs and will fully and effectually indemnify the Landlord in respect of all remedial costs incurred by the Landlord.
- 5.13 The Tenant shall not remove or replace any of the Contents without the Landlord's prior consent.
- 5.14 The Tenant shall not store any of the Contents or its own belongings outside the Property or in the Common Parts.
- 5.15 The Tenant shall not place or erect any aerial, satellite dish, cable equipment, advertisement, sign or notice board on the exterior or interior of the Building.
- 5.16 The Tenant shall not use or permit to be used any oil stove, paraffin heater, portable gas heater or any other portable fuel or gas burning appliance in or around the Property.
- 5.17 The Tenant shall not bring anything in the Building or do anything to or on the Property or the Building that:
- (a) overburdens the electricity circuit;
 - (b) obstructs the Common Parts and/or any fire exists;
 - (c) causes a nuisance, annoyance, danger or damage to the Property or the Common Parts or the Building or any neighbouring property or to other occupiers of the Building or any neighbouring property;
 - (d) involves using the Property or the Common parts for immoral or illegal purposes; or
 - (e) has the effect of invalidating the insurance that the Landlord has taken out on the Building.
- 5.18 The Tenant shall send the Landlord and the Landlord's Agent a copy of any notice, letter or other communication affecting the Property within 7 (seven) days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 5.19 The Tenant shall be liable for the full cost of all emergency call outs and expenditure related thereto save where such call outs result from the failure of the Landlord's obligations to maintain the Building or Property pursuant to this Agreement.
- 5.20 The Tenant must at all times comply with all relevant laws, rules and regulations relating to the Property and its use and without prejudice to the generality of the aforesaid at no time and under no circumstances shall the Tenant allow the property to become overcrowded and/or allow the Property to be classed and/or used as a House in Multiple Occupation unless an appropriate licence exists for that use.
- 5.21 The Tenant confirms that they (and anyone residing at the Property with them) have the right to stay/remain in the UK and that they are legally entitled to rent the

Property. The Tenant confirms that all relevant and necessary original documents have been disclosed to the Landlord for their inspection prior to the commencement of the Tenancy and that the details entered in Annexure 1 are complete and accurate. The Tenant will promptly inform the Landlord of any time limits imposed on the right of the Tenant (and those residing at the Property with them) to stay/remain in the UK and immediately inform the Landlord if for any reason such right expires, is withdrawn or for any other reason is no longer valid.

6. CAR PARK AND STORAGE

- 6.1 If the Tenant is allocated a car parking space they will only park in the specific space allocated to the Property.
- 6.2 If available and permissible by the local authority and/or any planning permission relating to the Building and/or the Property, it is the Tenant's responsibility to obtain, pay for and maintain any required parking permits and/or resident parking schemes.
- 6.3 The Tenant is only permitted to use any storage areas or bike racks which are specifically allocated to the Property.

7. COMMON PARTS

- 7.1 The Tenant shall use the Common Parts for the purposes for which they are intended and in a manner which is considerate to all other tenants of the Building.
- 7.2 The Tenant shall ensure that no nuisance damage or loss is caused to the Common Parts, reasonable fair wear and tear excepted.
- 7.3 The Tenant shall pay for and/or compensate the Landlord for all damage to the Common Parts caused by the act or omission of the Tenant or any of the Tenant's visitors and also pay for and/or compensate the Landlord for the repair of or replacement of all such items within the Common Parts as shall be broken, lost, stolen, damaged or destroyed by the Tenant or his visitors.
- 7.4 The Tenant shall leave the Common Parts clean and tidy after use at all times.

8. INSURANCE

- 8.1 The Tenant will at all times comply with the requirements of the Landlord's insurance policy for the Building and/or the Property a copy of which can be provided by the Landlord to the Tenant on request.
- 8.2 The Tenant will promptly inform (and provide any required information to) all necessary persons and/or authorities of any damage or destruction caused to the Building, the Property or the Common Parts or the Landlord's fixtures and fittings by an Insured Risk.
- 8.3 The Tenant will be liable to pay for any increase in the Landlord's insurance premium due to the Tenant's failure to comply with the Landlord's insurance policy and/or due

to any act or omission, negligence or misuse of the Building, the Property or the Common Parts by the Tenant or any breach by the Tenant of its obligations under this Agreement which causes an increase in the Landlord's insurance premium.

- 8.4 The Tenant will be responsible for affecting any necessary insurance policy for its own contents and possessions.

9. SECURING THE PROPERTY

- 9.1 The Tenant is responsible for ensuring that all doors and windows to the Property and the Common Parts are kept properly locked, bolted and secured at all appropriate times and that any burglar alarm is activated as and when required and always when the Property is vacant.

- 9.2 The Tenant is not permitted to install add or change any locks passcodes or entry systems at the Building or the Property or the Common Parts without the prior consent of the Landlord in writing save in case of an emergency and in the event that the Landlord provides such consent the Tenant shall supply the Landlord with copies of all new keys and details of all new passcodes.

- 9.3 The Tenant is liable for the reasonable cost of replacement of all locks and bolts or other security devices, keys and key fobs which are broken as a result of an act or omission of the Tenant or lost whilst in the Tenant's possession.

- 9.4 The Tenant is not permitted to change the burglar alarm code or door entry codes (if applicable) without the prior consent of the Landlord in writing.

- 9.5 The Tenant is not permitted to have any additional keys cut for the locks to the Property without the prior consent of the Landlord in writing.

- 9.6 At the end of the Term the Tenant must provide all keys, key fobs or any other security devices to the Landlord or its agent and the Tenant shall bare the full cost of any missing keys, key fobs, and other security devices or of any broken locks.

- 9.7 The Tenant must inform the Landlord if for any reason during the Term the Property will remain vacant for a period of 21 days or longer.

10. ASSIGNMENT OR SUBLETTING

- 10.1 The Tenant shall not assign, sublet, charge, part with or share possession of the whole or any part of the Property.

- 10.2 The Tenant shall not take in any lodgers or paying guests whatsoever or allow any persons other than those named in this Agreement to reside at the Property.

11. REPAIRS AND ALTERATIONS

- 11.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for reasonable fair wear and tear).

- 11.2 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean; and shall in any event bare the cost of keeping the outside of all windows relating to the Property clean.
- 11.3 If the Property has a private and/or communal garden the Tenant shall keep it clean and tidy, in a good condition and free from rubbish. The Tenant shall not remove or destroy any existing plants, trees, shrubs or any other vegetation or greenery at the Property without the prior consent of the Landlord in writing.
- 11.4 If the Property has any chimney(s), the Tenant will regularly keep it clean and tidy.
- 11.5 The Tenant shall replace all light bulbs, fluorescent tubes and all other lighting as and when necessary with low voltage energy saving light bulbs and shall ensure that all light bulbs are in good working order at the end of the Term.
- 11.6 The Tenant shall replace all fuses as and when necessary with the same type of fuse and shall ensure that all fuses are in good working order at the end of the Term.
- 11.7 The Tenant shall promptly replace and pay for all broken glass with the same quality glass at the Property where the Tenant, or the Tenant's visitors, cause the breakage.
- 11.8 The Tenant shall keep all smoke and all carbon monoxide alarms in good working order at all times and in particular replace all batteries as and when necessary.
- 11.9 The Tenant shall keep clean and tidy and not cause any blockage to the drains, gutters, pipes, vents, extractor fans and ventilation ducts of the Building. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under Clause 15.5.
- 11.10 The Tenant shall not make any alteration, addition, or redecorate the Property.
- 11.11 The Tenant shall not hang pictures or other items on the walls with nails or screws or otherwise damage the walls.
- 11.12 The Tenant shall make good, or if so required by the Landlord, pay for and/or compensate the Landlord for all damage to the Property caused by the act or omission of the Tenant or the Tenant's visitors and also to make good, or if so required by the Landlord, pay for and/or compensate the Landlord for the repair of or replacement of all such items of the Contents as shall be broken, lost, stolen, damaged or destroyed during the Term.
- 11.13 The Tenant shall notify the Landlord promptly and in writing of any items of defect or disrepair (including damp, wet or dry rot and pest infestation) in the Property or the Contents for which the Landlord is responsible for repairing.
- 12. CONTENTS**
- 12.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for reasonable fair wear and tear) as detailed on the Inventory and Schedule of Condition.

- 12.2 The Tenant shall immediately inform the Landlord or the Landlord's Agent of any repairs required to the Contents which form part of the Landlord's obligations to maintain.

13. UTILITIES AND OUTGOINGS

- 13.1 Unless otherwise agreed in writing, the Tenant shall pay the Council Tax or any similar/replacement tax for the Property, all charges for gas, electricity, water and sewerage services, Freeview, Sky, Virgin Media and other television and television licence and internet connection (if the Property has these) and all other utilities and outgoings whatsoever used by the Tenant at the Property.
- 13.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities and is not permitted to alter, interfere or tamper with any of the meters or other installations at the Property.
- 13.3 The Tenant shall be responsible for informing all relevant utility companies and any other relevant organisations of their occupation of the Property at the start of the Term and their vacating of the Property at the end of the Term and provide them with up to date meter readings where and when applicable.
- 13.4 The Tenant shall provide the Landlord with copies of all first utility bills showing the Tenant's full name and the relevant utility reference number and will inform the Landlord of any change in utility provider or information provided to a utility provider by the Tenant.
- 13.5 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 13.6 The Tenant shall not change the telephone number of the Property or transfer the telephone number to another property without the consent of the Landlord in writing.
- 13.7 The Tenant shall on the first and last day of the Term provide the Landlord and/or the Landlord's Agent with all applicable meter readings in writing.
- 13.8 If any of the costs in this clause are payable in relation to the Property together with any other property, the Tenant shall pay a fair proportion of all those costs.
- 13.9 The Tenant shall promptly discharge all unpaid utilities and outgoings incurred during the Term.
- 14. SUPERIOR LEASE**
- 14.1 The Tenant must at all times comply with the terms of and the covenants contained in the Landlord's lease relating to the Property (if applicable) and any Superior Lease (if applicable) save for the covenants to pay rent or service charge and keep the Landlord fully and effectually indemnified against all claims damages reasonable costs and expenses in any way relating thereto.

LANDLORD'S OBLIGATIONS

15. LANDLORD'S COVENANTS

- 15.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 15.2 The Landlord shall use reasonable endeavours to procure that the Property is insured to its full reinstatement value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own contents and possessions with a reputable insurer.
- 15.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 15.4 The Landlord shall allow the Tenant, provided that he is paying the Rent and performing the Tenant's obligations under this Agreement, quiet possession and enjoyment of the Property throughout the duration of the Term without any unlawful interruption by the Landlord or any other person rightfully claiming under or in trust for the Landlord.
- 15.5 In accordance with section 11 of the LTA 1985, the Landlord shall use reasonable endeavours to:
- (a) keep in repair the structure and exterior of the Building (including drains, external pipes and gutters and external windows (provided that the cost of cleaning of all external windows relating to the Property shall be borne by the Tenant));
 - (b) keep in repair and proper working order the installations in the Property and Common Parts for the 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 the supply of water gas or electricity); and
 - (c) keep in repair and proper working order the installations in the Property and Common Parts for space heating and heating water.
- 15.6 The Landlord shall not be required to:
- (a) carry out or bear the cost of any works or repairs for which the Tenant is liable by virtue of this Agreement; or
 - (b) keep in repair or maintain or bear the cost of anything which the Tenant is entitled or liable to remove from the Property.
- 15.7 The Landlord shall ensure that:
- (a) all furnishings supplied at the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended;
 - (b) all gas appliances and central heating systems comply with the Gas Safety (Installation and Use) Regulations 1998; and

- (c) all applicable electrical appliances supplied at the Property comply with the Electrical Equipment (Safety) Regulations 1994.

16. DEFAULT BY THE TENANT

16.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt or insolvent under the Insolvency Act 1986;
- (c) the Tenant fails to perform any one of its obligations under this Agreement;
- (d) any of the Grounds 2, 7, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply; or

This Clause 16.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession. Schedule 2 of the HA 1988 can be found by using this link: <https://www.legislation.gov.uk/ukpga/1988/50/schedule/2>. A hard copy can be provided to the Tenant upon request.

16.2 If the Landlord re-enters the Property pursuant to this Clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.

16.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall fully and effectually indemnify the Landlord against professional and other costs and expenses incurred by the Landlord or its agent in remedying such breaches or in connection with the enforcement of those obligations including for the avoidance of doubt the cost of any court proceedings.

16.4 The Tenant shall keep the Landlord fully and effectually indemnified in respect of any loss or damage arising from any claim brought as a result of any breach by the Tenant of any of its covenants and obligations contained in this Agreement irrespective of the value of the claim or whether the claim is a non-monetary claim.

17. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

17.1 The Landlord reserves the right for the Landlord, its Agent or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this Agreement;
- (c) to carry out repairs or alterations to the next-door premises;
- (d) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (e) to show prospective tenants or purchasers around the Property.

- 17.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant such consent not to be unreasonably withheld or delayed except in an emergency when no consent is required for such entry.
- 17.3 The Landlord reserves the right to display a "for sale" or "to let" sign on or in the Property and/or on or in the Building at any time during the Term.

GENERAL CONDITIONS

18. EXPIRY OF THE TENANCY

- 18.1 At the end of the Term (however determined), the Tenant shall:
- (a) return the Property and the Contents to the Landlord in the condition required by this Agreement;
 - (b) make good, pay for the repair of, or replace all Contents which have been broken, lost, damaged or destroyed during the tenancy (reasonable fair wear and tear excepted);
 - (c) return all keys to the Property to the Landlord by no later than 4:00 pm on the last day of the Tenancy;
 - (d) ensure that the Property is cleaned to a professional standard including the washing of curtains, carpets, floors and all Contents; and
 - (e) remove all of the Tenant's belongings and all rubbish from the Property and the Common Parts.
- 18.2 The Landlord has the right to recover possession of the Property if:
- (a) the Term has expired; and
 - (b) the Landlord has given two months' prior notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - (c) at least six months have passed since the date of this Agreement.
- 18.3 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 18.4 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property or the Common Parts after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. If the items are not collected within one month, the Landlord may dispose of the items, retain any proceeds of sale for its own use, and the Tenant will be liable for the reasonable costs of such disposal. The costs of removal, storage and disposal may be deducted from the Deposit.

19. NOTICES

- 19.1 The Landlord's address for service is the Landlord's address specified at the beginning of this Agreement or such other address which may be provided from time to time in writing to the Tenant by the Landlord.
- 19.2 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Landlord's address given in Clause 19.1.
- 19.3 The Tenant's address for service is the Property address or such other address stated at the beginning of this Agreement or notified to the Landlord in writing after the date of this Agreement.
- 19.4 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Tenant's address given in Clause 19.319.1.
- 19.5 Any notice sent by first class post shall be deemed to have been served the second Working Day after it was sent.
- 19.6 Any notice delivered personally shall be deemed to have been served at the time the notice is left at the proper address provided it is before 4:30pm or if after on the next Working Day.

20. GENERAL

- 20.1 The failure of a Party to insist in any one or more instances upon the performance of any provisions of the Agreement shall not be construed as a waiver or relinquish of that Party's rights to future performance of such provision and the other Party's obligation in respect of such future performance shall continue in full force and effect.
- 20.2 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable illegal or otherwise invalid in any respect under the law governing this Agreement or its performance, such unenforceability illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable illegal or invalid provisions had never been contained in this Agreement.
- 20.3 If a cheque or any other payment made by the Tenant is rejected or refused by the Landlord's nominated bank the Tenant will be fully liable for all associated costs.
- 20.4 The Tenant will fully and effectually indemnify the Landlord in respect of all legal and other costs of any litigation between the Landlord and Tenant where the Landlord is successful irrespective of the value of the claim or whether the claim is a non-monetary claim.



21. INVENTORY CHECK IN AND CHECK OUT

- 21.1 The Landlord will be responsible for the cost of the preparation of the Inventory and Schedule of Condition at the beginning and at the end of the Term.
- 21.2 In the event that the Tenant is not present for an inventory, the same will be prepared in his absence and the Tenant shall have 10 days within which to raise any concerns relating to the same after which time the Tenant is deemed to have accepted the contents of the Inventory and Schedule of Condition.
- 21.3 The Landlord and the Tenant consent to the use of the Inventory and Schedule of Condition as evidence in connection with any dispute relating to the Deposit.

22. PREPARATION OF AST

The Landlord will bear the cost of the preparation of this Assured Shorthold Tenancy Agreement.

23. OPTION TO BREAK (IF APPLICABLE)

- 23.1 The tenancy can be terminated on or following the Break Date by:
- (a) The Landlord serving on the Tenant written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Landlord's Break Notice'); or
 - (b) The Tenant serving on the Landlord written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Tenant's Break Notice').
- 23.2 Subject to clause 23.1, following service of either the Landlord's Break Notice or the Tenant's Break Notice the Tenancy shall terminate on the date specified in the Break Notice.

24. EARLY TERMINATION BY THE TENANT

If the Tenant vacates the Property before the end of the Term (save for pursuant to any notice to quit or a court order) the Tenant will remain liable for the payment of Rent, utilities and outgoings until the expiry of the Term or until the Property is re-let by the Landlord, whichever is earliest along with any commission which the Landlord is liable for relating to the Tenancy and any reasonable costs incurred by the Landlord as a result of early termination by the Tenant.

25. HOUSING BENEFIT TENANTS (IF APPLICABLE)

- 25.1 The Tenant hereby authorises the Local Authority to discuss with the Landlord or its agent the details of any housing benefit, council tax claims or any other claims made in relation to this Agreement.

- 25.2 The Tenant hereby authorises the Local Authority to pay any housing benefit directly to the Landlord or its agent if so required by the Landlord and permitted by the Local Authority and will give all necessary authorisations and instructions to the Local Authority to do so.
- 25.3 The Tenant agrees to reimburse the Landlord in respect of any housing benefit overpayment which is requested by the Local Authority from the Landlord in relation to this Agreement, either before or after the expiry of the Term.
- 25.4 Notwithstanding Clause 25.1 and 25.2 the Tenant shall remain primarily liable for the payment of Rent and all other monies payable to the Landlord under this Agreement and shall make all payments which the Local Authority for any reason fails to make to, or reclaims from, the Landlord or its agent.
- 25.5 Without prejudice to the generality of Clause 25.4, the Tenant shall pay any shortfall in the amount of Rent after the said payments by the Local Authority.

26. DATA PROTECTION

- 26.1 In this clause 26 personal information means "personal data" in the sense defined in the Data Protection Act 2018 (or its replacement) and (so long as it remains law in the United Kingdom or in any other relevant jurisdiction) the EU General Data Protection Regulation 2016/679 ('GDPR') (the 'Relevant Law').
- 26.2 The Landlord or its Agent will process personal data on if and when necessary in connection with the Tenancy, the Tenant, (and any guarantor of the obligations of the Tenant under this Agreement and to some extent residents in the Property) and will do so in a manner compatible with the Relevant Law.
- 26.3 The Tenant hereby acknowledges that the Landlord or its Agent may disclose the information retained by them in relation to the Tenant to utility providers, the local authority, credit reference providers, debt collection agencies, to their legal and other advisors or as required by the operation of the law.
- 26.4 How to deal with personal data issues:
- (a) The Landlord or its Agent (who can be contacted at the addresses stated at the beginning of this Agreement) will try to resolve any query or concern the Tenant may raise about the Landlord or its Agent's use of the Tenant's personal information.
 - (b) The GDPR also provides a right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where the Tenant works, normally lives or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.



27. GOVERNING LAW

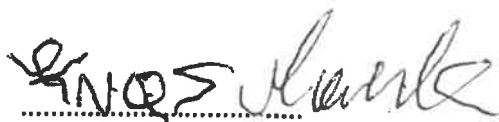
This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

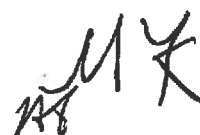
This Agreement has been executed by the parties on the date stated at the beginning of it. All parties have read this Agreement and acknowledge that this is a formal document designed to create legal rights and obligations. All parties agree to the terms of this Agreement and have been given the opportunity to take legal and/or other advice before entering into the Agreement.

Signed by or for and on behalf of the
Landlord:


[Chris Anthony Estates Limited]

Signed by the
Tenant(s):


[Mr Marek Kras]



ANNEXURE 1

LAWFUL OCCUPIERS OF THE PROPERTY

To be completed prior to the commencement of the Tenancy:

Name	Date of birth (Make a note if under 18, or will turn 18 during the term of the tenancy)	Documents checked	Immigration status (Delete as appropriate)	Date of check
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	

**ASSURED SHORTHOLD TENANCY AGREEMENT
[THE DEPOSIT PROTECTION SCHEME]**

relating to

[Flat 1, 91 High Road, London, N22 6BB]

Dated 28th January 2023.....

Parties:

(1) CHRIS ANTHONY ESTATES LIMITED

~ and ~

(2) [Marek Kras]



Chris Anthony Estates is the trading name of Chris Anthony Estates Limited | Registered Company No: 05839146
Trading Address: 3-5 Thane Villas, London, N7 7PH | Registered Address: Woodgate House, 2 – 8 Games Road, Barnet, EN4 9HN
T: 020 8446 9230 | W: www.chrisanthonyestates.com | E: info@chrisanthonyestates.com

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

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

CONTENTS

CLAUSE	
1.	Interpretation 1
2.	Grant of the Tenancy..... 4
3.	Deposit (If Applicable) 4
4.	Rent 5
5.	Use of Property 6
6.	Car Park and Storage 8
7.	Common Parts 8
8.	Insurance 8
9.	Securing the Property..... 9
10.	Assignment or Subletting 9
11.	Repairs and Alterations 9
12.	Contents 10
13.	Utilities and Outgoings 11
14.	Superior Lease 11
15.	Landlord's Covenants 12
16.	Default by the Tenant 13
17.	Landlord's Right to Enter the Property and to Display Signs 13
18.	Expiry of the Tenancy 14
19.	Notices..... 15
20.	General 15
21.	Inventory Check In and Check Out 16
22.	Preparation of AST 16
23.	Option to Break (if Applicable)..... 16
24.	Early Termination by the Tenant..... 16
25.	Housing Benefit Tenants (If Applicable)..... 16
26.	Data Protection 17
27.	Governing Law..... 18
ANNEXURE 1	 19
Lawful Occupiers of the Property.....	19

THIS AGREEMENT is made on this 28th day of January 2023.

PARTIES

(1) The Landlord: CHRIS ANTHONY ESTATES LIMITED
Whose registered address is at:
3-5 THANE VILLAS
LONDON
N7 7 PH
Company Number: [05839146]

(2) The Tenant: (1) [Marek Kras]

AGREED TERMS OF THE TENANCY, DEFINITIONS AND INTERPRETATION

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions:

Building: means: [91 High Road, London, N22 6BB]

Break Date: means: 06 months from the date of this Agreement.

Contents: means: the Landlord's furniture, furnishings, fixtures, fittings and any other items at the Property and as set out in the Inventory and Schedule of Condition.

Common Parts: means: the main entrance to the Building leading from the public highway or any private highway or road and all common areas within the Building (such as hallway, stairs,

corridors, storage areas, electricity and other cupboards and landings) affording access to the Property.

Deposit: *means:* £[0.00]

HA 1988 *means:* Housing Act 1988.

HA 2004: *means:* Housing Act 2004.

Insured Risks: *means:* such risks as are typically covered in a freeholder's building insurance policy or any other risks against which the freeholder of the Building decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: *means:* the list of Contents in the Property and description of the condition of the Property and Contents which will be prepared by or on behalf of the Landlord on, or no later than 3 days after, the beginning of the Tenancy which will form part of this Agreement.

Landlord's Agent: *means:* Chris Anthony Estates Limited of 3-5 Thane Villas, London, N7 7PH

Landlord's Bank Account: *means:*
Bank: Barclays Bank PLC
Sort Code: 20-29-77
Account Number: 90980021
Account Name: Chris Antony Estates Limited

Or any other bank account the details of which shall be provided by the Landlord to the Tenant in writing.

LTA 1985: *means:* Landlord and Tenant Act 1985.

Property: *means:* [Flat 1, 91 High Road, London, N22 6BB]

Rent: *means:* £1045.00 per calendar month.

Rent Payment Dates: *means:* the first rent payment is to be made on the date of this Agreement ('the First Rent Payment Date') and all subsequent rent is to be paid on [28th] day of each month thereafter.

TDS: *means:* tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Term: *means:* a fixed term of 24 months from and including 28th January 2023 to and including 27th January 2024.

Tenancy: *means:* the tenancy created under this Agreement and any statutory periodic tenancy arising under section 5(2) of the

Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Working Day: *means:* any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

Superior Lease: *means:* any lease between the Landlord and any superior landlord of the Property.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an Agreement is a reference to this Agreement.
- 1.9 Any reference to Tenancy refers to the tenancy created under this Agreement.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by or on behalf of the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to Clauses are to the Clauses of this Agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy.
- 1.14 A reference to the Tenant includes a reference to its guests (whether permanent or temporary), family members and its successors in title and assignees.
- 1.15 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, and they will be liable for all sums due and all obligations under the Agreement, not just liable for a proportionate part.

- 1.16 The obligations of the Tenant arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. GRANT OF THE TENANCY

- 2.1 The Landlord lets the Property together with the Contents to the Tenant and grants to the Tenant the right to use, in common with the Landlord and all others authorised by the Landlord, the Common Parts.
- 2.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.
- 2.3 Once the Term has expired the Landlord is entitled to recover possession under section 21 of the HA 1988 unless the Landlord has served a notice on the Tenant at the start of or during the Tenancy stating that it is not an assured shorthold tenancy. Where the Landlord fails to comply with the TDS requirements the Landlord shall be prevented from recovering possession of the Property using the accelerated possession procedure under section 21 of the HA 1988.

3. DEPOSIT (IF APPLICABLE)

- 3.1 The Tenant shall pay the Deposit to the Landlord or the Landlord's Agent on or before the date of this Agreement which will be held by the Landlord or the Landlord's Agent for the duration of the Tenancy pursuant to the terms of this Agreement.
- 3.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such part of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Property or the Common Parts or the Contents (except for fair wear and tear) caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - (b) make good any damage caused by or due to pets kept in the Property by the Tenant including any associated cleaning or other actions required;
 - (c) replace any of the Contents which may be broken, damaged or missing from the Property;
 - (d) pay any Rent which remains unpaid;
 - (e) pay any accounts for utilities council tax charges or any other taxes or accounts for which the Tenant may be liable which remain unpaid; and
 - (f) pay for the Property, the Common Parts and the Contents to be cleaned if the Tenant is in breach of its obligations under this Agreement.
- 3.3 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.
- 3.4 The Landlord will provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

- 3.5 The Deposit will be held by the Landlord or by the Landlord's Agent. The Landlord can transfer the Deposit to another TDS or change the person who holds the Deposit but in either case the Landlord will notify the Tenant of this change in writing.
- 3.6 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS and the provisions of this Agreement.
- 3.7 The Landlord and Tenant agree that any interest accrued from the Deposit shall belong to the Landlord.
- 3.8 During the Term, the Landlord shall be entitled to withdraw monies from the Deposit in order to pay any Rent or other monies due to the Landlord pursuant to this Agreement which the Tenant fails to pay on time. In the event that the Landlord applies monies from the Deposit as aforesaid, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the Tenant of such withdrawal.
- 3.9 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or other monies payable under this Agreement on the ground that a Deposit is held by the Landlord or by the TDS.
- 3.10 The Landlord shall inform the Tenant within 10 Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 3.2.
- 3.11 In the event that the amount owed to the Landlord by the Tenant under clause 3.2 exceeds the amount of deposit held by the Landlord, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the tenant of such shortfall pursuant to clause 3.10.

TENANT'S OBLIGATIONS

4. RENT

- 4.1 The Tenant shall pay the Rent monthly in advance on the Rent Payment Dates whether demanded or not, directly into the Landlord's Bank Account by direct debit or standing order directly into the Landlord's Bank Account.
- 4.2 The Tenant shall pay the first instalment of Rent on or before the First Rent Payment Date.
- 4.3 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate in force from time to time on any Rent lawfully due whether demanded or not that is paid more than 14 days after the date on which it became due. The interest will be payable from and including the date the Rent should have been paid to and including the date the Rent is actually paid.
- 4.4 If the Rent is not received by the Landlord on the Rent Payment Dates then the Tenant shall be liable for any legal costs which may be reasonably incurred by the Landlord in chasing payment of Rent.

- 4.5 The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this Clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.6 The Landlord may continue to demand and collect Rent if he is in contemplation of or has issued a claim for possession and the collection of Rent will not constitute a waiver of the Landlord's right to a claim for possession.
- 4.7 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

5. USE OF PROPERTY

- 5.1 The Tenant shall use the Property as a private dwelling, for his personal use only and for the use of the Tenant's immediate family members.
- 5.2 The Tenant shall not use the Property for the purposes of conducting a business or carrying on a trade or profession of any kind.
- 5.3 The Tenant shall not register a company or any other form of business structure at the Property.
- 5.4 The Tenant shall not smoke or permit anyone to smoke inside the Property or in the Common Parts.
- 5.5 The Tenant shall not keep or permit to be kept any pets or any other animals whatsoever in or around the Property or the Building.
- 5.6 The Tenant shall not do in or upon Property or the Common Parts anything which may be or become a nuisance or cause annoyance damage or inconvenience to the Landlord or the tenants of the Building or other property in the neighborhood or to any public local or other authority.
- 5.7 The Tenant shall regularly and properly dispose of all household rubbish and waste.
- 5.8 The Tenant shall not make or permit to be made any loud noise or play any loud radio or music, television or any other equipment or musical instrument in or around the Common Parts at any time or in or around the Property between the hours of 10:00 pm and 8:00 am so as to be an audible nuisance outside the Property.
- 5.9 The Tenant shall not place and/or leave any laundry, dry or wet clothes or any other articles outside the Building or in the Common Parts.
- 5.10 The Tenant shall take all necessary precautions to ensure that all electrical appliances, devices and cables are kept in a safe and usable condition.
- 5.11 The Tenant shall keep the Property well aired and ventilated at all times.

- 5.12 The Tenant shall take all necessary steps and precautions to ensure that there is no outbreak of damp, wet or dry rot or pest infestation at the Property or the Common Parts and if an outbreak of damp, rot or pest infestation is caused by the Tenant's negligence, act or omission then the Tenant will be liable for all remedial costs and will fully and effectually indemnify the Landlord in respect of all remedial costs incurred by the Landlord.
- 5.13 The Tenant shall not remove or replace any of the Contents without the Landlord's prior consent.
- 5.14 The Tenant shall not store any of the Contents or its own belongings outside the Property or in the Common Parts.
- 5.15 The Tenant shall not place or erect any aerial, satellite dish, cable equipment, advertisement, sign or notice board on the exterior or interior of the Building.
- 5.16 The Tenant shall not use or permit to be used any oil stove, paraffin heater, portable gas heater or any other portable fuel or gas burning appliance in or around the Property.
- 5.17 The Tenant shall not bring anything in the Building or do anything to or on the Property or the Building that:
- (a) overburdens the electricity circuit;
 - (b) obstructs the Common Parts and/or any fire exists;
 - (c) causes a nuisance, annoyance, danger or damage to the Property or the Common Parts or the Building or any neighbouring property or to other occupiers of the Building or any neighbouring property;
 - (d) involves using the Property or the Common parts for immoral or illegal purposes; or
 - (e) has the effect of invalidating the insurance that the Landlord has taken out on the Building.
- 5.18 The Tenant shall send the Landlord and the Landlord's Agent a copy of any notice, letter or other communication affecting the Property within 7 (seven) days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 5.19 The Tenant shall be liable for the full cost of all emergency call outs and expenditure related thereto save where such call outs result from the failure of the Landlord's obligations to maintain the Building or Property pursuant to this Agreement.
- 5.20 The Tenant must at all times comply with all relevant laws, rules and regulations relating to the Property and its use and without prejudice to the generality of the aforesaid at no time and under no circumstances shall the Tenant allow the property to become overcrowded and/or allow the Property to be classed and/or used as a House in Multiple Occupation unless an appropriate licence exists for that use.
- 5.21 The Tenant confirms that they (and anyone residing at the Property with them) have the right to stay/remain in the UK and that they are legally entitled to rent the

Property. The Tenant confirms that all relevant and necessary original documents have been disclosed to the Landlord for their inspection prior to the commencement of the Tenancy and that the details entered in Annexure 1 are complete and accurate. The Tenant will promptly inform the Landlord of any time limits imposed on the right of the Tenant (and those residing at the Property with them) to stay/remain in the UK and immediately inform the Landlord if for any reason such right expires, is withdrawn or for any other reason is no longer valid.

6. CAR PARK AND STORAGE

- 6.1 If the Tenant is allocated a car parking space they will only park in the specific space allocated to the Property.
- 6.2 If available and permissible by the local authority and/or any planning permission relating to the Building and/or the Property, it is the Tenant's responsibility to obtain, pay for and maintain any required parking permits and/or resident parking schemes.
- 6.3 The Tenant is only permitted to use any storage areas or bike racks which are specifically allocated to the Property.

7. COMMON PARTS

- 7.1 The Tenant shall use the Common Parts for the purposes for which they are intended and in a manner which is considerate to all other tenants of the Building.
- 7.2 The Tenant shall ensure that no nuisance damage or loss is caused to the Common Parts, reasonable fair wear and tear excepted.
- 7.3 The Tenant shall pay for and/or compensate the Landlord for all damage to the Common Parts caused by the act or omission of the Tenant or any of the Tenant's visitors and also pay for and/or compensate the Landlord for the repair of or replacement of all such items within the Common Parts as shall be broken, lost, stolen, damaged or destroyed by the Tenant or his visitors.
- 7.4 The Tenant shall leave the Common Parts clean and tidy after use at all times.

8. INSURANCE

- 8.1 The Tenant will at all times comply with the requirements of the Landlord's insurance policy for the Building and/or the Property a copy of which can be provided by the Landlord to the Tenant on request.
- 8.2 The Tenant will promptly inform (and provide any required information to) all necessary persons and/or authorities of any damage or destruction caused to the Building, the Property or the Common Parts or the Landlord's fixtures and fittings by an Insured Risk.
- 8.3 The Tenant will be liable to pay for any increase in the Landlord's insurance premium due to the Tenant's failure to comply with the Landlord's insurance policy and/or due

to any act or omission, negligence or misuse of the Building, the Property or the Common Parts by the Tenant or any breach by the Tenant of its obligations under this Agreement which causes an increase in the Landlord's insurance premium.

- 8.4 The Tenant will be responsible for affecting any necessary insurance policy for its own contents and possessions.

9. SECURING THE PROPERTY

- 9.1 The Tenant is responsible for ensuring that all doors and windows to the Property and the Common Parts are kept properly locked, bolted and secured at all appropriate times and that any burglar alarm is activated as and when required and always when the Property is vacant.
- 9.2 The Tenant is not permitted to install add or change any locks passcodes or entry systems at the Building or the Property or the Common Parts without the prior consent of the Landlord in writing save in case of an emergency and in the event that the Landlord provides such consent the Tenant shall supply the Landlord with copies of all new keys and details of all new passcodes.
- 9.3 The Tenant is liable for the reasonable cost of replacement of all locks and bolts or other security devices, keys and key fobs which are broken as a result of an act or omission of the Tenant or lost whilst in the Tenant's possession.
- 9.4 The Tenant is not permitted to change the burglar alarm code or door entry codes (if applicable) without the prior consent of the Landlord in writing.
- 9.5 The Tenant is not permitted to have any additional keys cut for the locks to the Property without the prior consent of the Landlord in writing.
- 9.6 At the end of the Term the Tenant must provide all keys, key fobs or any other security devices to the Landlord or its agent and the Tenant shall bare the full cost of any missing keys, key fobs, and other security devices or of any broken locks.
- 9.7 The Tenant must inform the Landlord if for any reason during the Term the Property will remain vacant for a period of **21 days** or longer.

10. ASSIGNMENT OR SUBLETTING

- 10.1 The Tenant shall not assign, sublet, charge, part with or share possession of the whole or any part of the Property.
- 10.2 The Tenant shall not take in any lodgers or paying guests whatsoever or allow any persons other than those named in this Agreement to reside at the Property.

11. REPAIRS AND ALTERATIONS

- 11.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for reasonable fair wear and tear).

- 11.2 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean; and shall in any event bare the cost of keeping the outside of all windows relating to the Property clean.
- 11.3 If the Property has a private and/or communal garden the Tenant shall keep it clean and tidy, in a good condition and free from rubbish. The Tenant shall not remove or destroy any existing plants, trees, shrubs or any other vegetation or greenery at the Property without the prior consent of the Landlord in writing.
- 11.4 If the Property has any chimney(s), the Tenant will regularly keep it clean and tidy.
- 11.5 The Tenant shall replace all light bulbs, fluorescent tubes and all other lighting as and when necessary with low voltage energy saving light bulbs and shall ensure that all light bulbs are in good working order at the end of the Term.
- 11.6 The Tenant shall replace all fuses as and when necessary with the same type of fuse and shall ensure that all fuses are in good working order at the end of the Term.
- 11.7 The Tenant shall promptly replace and pay for all broken glass with the same quality glass at the Property where the Tenant, or the Tenant's visitors, cause the breakage.
- 11.8 The Tenant shall keep all smoke and all carbon monoxide alarms in good working order at all times and in particular replace all batteries as and when necessary.
- 11.9 The Tenant shall keep clean and tidy and not cause any blockage to the drains, gutters, pipes, vents, extractor fans and ventilation ducts of the Building. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under Clause 15.5.
- 11.10 The Tenant shall not make any alteration, addition, or redecorate the Property.
- 11.11 The Tenant shall not hang pictures or other items on the walls with nails or screws or otherwise damage the walls.
- 11.12 The Tenant shall make good, or if so required by the Landlord, pay for and/or compensate the Landlord for all damage to the Property caused by the act or omission of the Tenant or the Tenant's visitors and also to make good, or if so required by the Landlord, pay for and/or compensate the Landlord for the repair of or replacement of all such items of the Contents as shall be broken, lost, stolen, damaged or destroyed during the Term.
- 11.13 The Tenant shall notify the Landlord promptly and in writing of any items of defect or disrepair (including damp, wet or dry rot and pest infestation) in the Property or the Contents for which the Landlord is responsible for repairing.
- 12. CONTENTS**
- 12.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for reasonable fair wear and tear) as detailed on the Inventory and Schedule of Condition.

- 12.2 The Tenant shall immediately inform the Landlord or the Landlord's Agent of any repairs required to the Contents which form part of the Landlord's obligations to maintain.

13. UTILITIES AND OUTGOINGS

- 13.1 Unless otherwise agreed in writing, the Tenant shall pay the Council Tax or any similar/replacement tax for the Property, all charges for gas, electricity, water and sewerage services, Freeview, Sky, Virgin Media and other television and television licence and internet connection (if the Property has these) and all other utilities and outgoings whatsoever used by the Tenant at the Property.
- 13.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities and is not permitted to alter, interfere or tamper with any of the meters or other installations at the Property.
- 13.3 The Tenant shall be responsible for informing all relevant utility companies and any other relevant organisations of their occupation of the Property at the start of the Term and their vacating of the Property at the end of the Term and provide them with up to date meter readings where and when applicable.
- 13.4 The Tenant shall provide the Landlord with copies of all first utility bills showing the Tenant's full name and the relevant utility reference number and will inform the Landlord of any change in utility provider or information provided to a utility provider by the Tenant.
- 13.5 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 13.6 The Tenant shall not change the telephone number of the Property or transfer the telephone number to another property without the consent of the Landlord in writing.
- 13.7 The Tenant shall on the first and last day of the Term provide the Landlord and/or the Landlord's Agent with all applicable meter readings in writing.
- 13.8 If any of the costs in this clause are payable in relation to the Property together with any other property, the Tenant shall pay a fair proportion of all those costs.
- 13.9 The Tenant shall promptly discharge all unpaid utilities and outgoings incurred during the Term.

14. SUPERIOR LEASE

- 14.1 The Tenant must at all times comply with the terms of and the covenants contained in the Landlord's lease relating to the Property (if applicable) and any Superior Lease (if applicable) save for the covenants to pay rent or service charge and keep the Landlord fully and effectually indemnified against all claims damages reasonable costs and expenses in any way relating thereto.

LANDLORD'S OBLIGATIONS

15. LANDLORD'S COVENANTS

- 15.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 15.2 The Landlord shall use reasonable endeavours to procure that the Property is insured to its full reinstatement value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own contents and possessions with a reputable insurer.
- 15.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 15.4 The Landlord shall allow the Tenant, provided that he is paying the Rent and performing the Tenant's obligations under this Agreement, quiet possession and enjoyment of the Property throughout the duration of the Term without any unlawful interruption by the Landlord or any other person rightfully claiming under or in trust for the Landlord.
- 15.5 In accordance with section 11 of the LTA 1985, the Landlord shall use reasonable endeavours to:
- (a) keep in repair the structure and exterior of the Building (including drains, external pipes and gutters and external windows (provided that the cost of cleaning of all external windows relating to the Property shall be borne by the Tenant));
 - (b) keep in repair and proper working order the installations in the Property and Common Parts for the 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 the supply of water gas or electricity); and
 - (c) keep in repair and proper working order the installations in the Property and Common Parts for space heating and heating water.
- 15.6 The Landlord shall not be required to:
- (a) carry out or bear the cost of any works or repairs for which the Tenant is liable by virtue of this Agreement; or
 - (b) keep in repair or maintain or bear the cost of anything which the Tenant is entitled or liable to remove from the Property.
- 15.7 The Landlord shall ensure that:
- (a) all furnishings supplied at the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended;
 - (b) all gas appliances and central heating systems comply with the Gas Safety (Installation and Use) Regulations 1998; and

- (c) all applicable electrical appliances supplied at the Property comply with the Electrical Equipment (Safety) Regulations 1994.

16. DEFAULT BY THE TENANT

16.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt or insolvent under the Insolvency Act 1986;
- (c) the Tenant fails to perform any one of its obligations under this Agreement;
- (d) any of the Grounds 2, 7, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply; or

This Clause 16.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession. Schedule 2 of the HA 1988 can be found by using this link: <https://www.legislation.gov.uk/ukpga/1988/50/schedule/2>. A hard copy can be provided to the Tenant upon request.

16.2 If the Landlord re-enters the Property pursuant to this Clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.

16.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall fully and effectually indemnify the Landlord against professional and other costs and expenses incurred by the Landlord or its agent in remedying such breaches or in connection with the enforcement of those obligations including for the avoidance of doubt the cost of any court proceedings.

16.4 The Tenant shall keep the Landlord fully and effectually indemnified in respect of any loss or damage arising from any claim brought as a result of any breach by the Tenant of any of its covenants and obligations contained in this Agreement irrespective of the value of the claim or whether the claim is a non-monetary claim.

17. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

17.1 The Landlord reserves the right for the Landlord, its Agent or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this Agreement;
- (c) to carry out repairs or alterations to the next-door premises;
- (d) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (e) to show prospective tenants or purchasers around the Property.

- 17.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant such consent not to be unreasonably withheld or delayed except in an emergency when no consent is required for such entry.
- 17.3 The Landlord reserves the right to display a "for sale" or "to let" sign on or in the Property and/or on or in the Building at any time during the Term.

GENERAL CONDITIONS

18. EXPIRY OF THE TENANCY

- 18.1 At the end of the Term (however determined), the Tenant shall:
- (a) return the Property and the Contents to the Landlord in the condition required by this Agreement;
 - (b) make good, pay for the repair of, or replace all Contents which have been broken, lost, damaged or destroyed during the tenancy (reasonable fair wear and tear excepted);
 - (c) return all keys to the Property to the Landlord by no later than 4:00 pm on the last day of the Tenancy;
 - (d) ensure that the Property is cleaned to a professional standard including the washing of curtains, carpets, floors and all Contents; and
 - (e) remove all of the Tenant's belongings and all rubbish from the Property and the Common Parts.
- 18.2 The Landlord has the right to recover possession of the Property if:
- (a) the Term has expired; and
 - (b) the Landlord has given two months' prior notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - (c) at least six months have passed since the date of this Agreement.
- 18.3 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 18.4 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property or the Common Parts after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. If the items are not collected within one month, the Landlord may dispose of the items, retain any proceeds of sale for its own use, and the Tenant will be liable for the reasonable costs of such disposal. The costs of removal, storage and disposal may be deducted from the Deposit.

19. NOTICES

- 19.1 The Landlord's address for service is the Landlord's address specified at the beginning of this Agreement or such other address which may be provided from time to time in writing to the Tenant by the Landlord.
- 19.2 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Landlord's address given in Clause 19.1.
- 19.3 The Tenant's address for service is the Property address or such other address stated at the beginning of this Agreement or notified to the Landlord in writing after the date of this Agreement.
- 19.4 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Tenant's address given in Clause 19.3.
- 19.5 Any notice sent by first class post shall be deemed to have been served the second Working Day after it was sent.
- 19.6 Any notice delivered personally shall be deemed to have been served at the time the notice is left at the proper address provided it is before 4:30pm or if after on the next Working Day.

20. GENERAL

- 20.1 The failure of a Party to insist in any one or more instances upon the performance of any provisions of the Agreement shall not be construed as a waiver or relinquish of that Party's rights to future performance of such provision and the other Party's obligation in respect of such future performance shall continue in full force and effect.
- 20.2 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable illegal or otherwise invalid in any respect under the law governing this Agreement or its performance, such unenforceability illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable illegal or invalid provisions had never been contained in this Agreement.
- 20.3 If a cheque or any other payment made by the Tenant is rejected or refused by the Landlord's nominated bank the Tenant will be fully liable for all associated costs.
- 20.4 The Tenant will fully and effectually indemnify the Landlord in respect of all legal and other costs of any litigation between the Landlord and Tenant where the Landlord is successful irrespective of the value of the claim or whether the claim is a non-monetary claim.

21. INVENTORY CHECK IN AND CHECK OUT

- 21.1 The Landlord will be responsible for the cost of the preparation of the Inventory and Schedule of Condition at the beginning and at the end of the Term.
- 21.2 In the event that the Tenant is not present for an inventory, the same will be prepared in his absence and the Tenant shall have 10 days within which to raise any concerns relating to the same after which time the Tenant is deemed to have accepted the contents of the Inventory and Schedule of Condition.
- 21.3 The Landlord and the Tenant consent to the use of the Inventory and Schedule of Condition as evidence in connection with any dispute relating to the Deposit.

22. PREPARATION OF AST

The Landlord will bear the cost of the preparation of this Assured Shorthold Tenancy Agreement.

23. OPTION TO BREAK (IF APPLICABLE)

- 23.1 The tenancy can be terminated on or following the Break Date by:
- (a) The Landlord serving on the Tenant written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Landlord's Break Notice'); or
 - (b) The Tenant serving on the Landlord written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Tenant's Break Notice').
- 23.2 Subject to clause 23.1, following service of either the Landlord's Break Notice or the Tenant's Break Notice the Tenancy shall terminate on the date specified in the Break Notice.

24. EARLY TERMINATION BY THE TENANT

If the Tenant vacates the Property before the end of the Term (save for pursuant to any notice to quit or a court order) the Tenant will remain liable for the payment of Rent, utilities and outgoings until the expiry of the Term or until the Property is re-let by the Landlord, whichever is earliest along with any commission which the Landlord is liable for relating to the Tenancy and any reasonable costs incurred by the Landlord as a result of early termination by the Tenant.

25. HOUSING BENEFIT TENANTS (IF APPLICABLE)

- 25.1 The Tenant hereby authorises the Local Authority to discuss with the Landlord or its agent the details of any housing benefit, council tax claims or any other claims made in relation to this Agreement.

- 25.2 The Tenant hereby authorises the Local Authority to pay any housing benefit directly to the Landlord or its agent if so required by the Landlord and permitted by the Local Authority and will give all necessary authorisations and instructions to the Local Authority to do so.
- 25.3 The Tenant agrees to reimburse the Landlord in respect of any housing benefit overpayment which is requested by the Local Authority from the Landlord in relation to this Agreement, either before or after the expiry of the Term.
- 25.4 Notwithstanding Clause 25.1 and 25.2 the Tenant shall remain primarily liable for the payment of Rent and all other monies payable to the Landlord under this Agreement and shall make all payments which the Local Authority for any reason fails to make to, or reclaims from, the Landlord or its agent.
- 25.5 Without prejudice to the generality of Clause 25.4, the Tenant shall pay any shortfall in the amount of Rent after the said payments by the Local Authority.

26. DATA PROTECTION

- 26.1 In this clause 26 personal information means "personal data" in the sense defined in the Data Protection Act 2018 (or its replacement) and (so long as it remains law in the United Kingdom or in any other relevant jurisdiction) the EU General Data Protection Regulation 2016/679 ('GDPR') (the 'Relevant Law').
- 26.2 The Landlord or its Agent will process personal data on if and when necessary in connection with the Tenancy, the Tenant, (and any guarantor of the obligations of the Tenant under this Agreement and to some extent residents in the Property) and will do so in a manner compatible with the Relevant Law.
- 26.3 The Tenant hereby acknowledges that the Landlord or its Agent may disclose the information retained by them in relation to the Tenant to utility providers, the local authority, credit reference providers, debt collection agencies, to their legal and other advisors or as required by the operation of the law.
- 26.4 How to deal with personal data issues:
- (a) The Landlord or its Agent (who can be contacted at the addresses stated at the beginning of this Agreement) will try to resolve any query or concern the Tenant may raise about the Landlord or its Agent's use of the Tenant's personal information.
 - (b) The GDPR also provides a right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where the Tenant works, normally lives or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

27. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This Agreement has been executed by the parties on the date stated at the beginning of it. All parties have read this Agreement and acknowledge that this is a formal document designed to create legal rights and obligations. All parties agree to the terms of this Agreement and have been given the opportunity to take legal and/or other advice before entering into the Agreement.

Signed by or for and on behalf of the
Landlord:



[Chris Anthony Estates Limited]

Signed by the
Tenant(s):



[Marek Kras]

ANNEXURE 1

LAWFUL OCCUPIERS OF THE PROPERTY

To be completed prior to the commencement of the Tenancy:

Name	Date of birth (Make a note if under 18, or will turn 18 during the term of the tenancy)	Documents checked	Immigration status (Delete as appropriate)	Date of check
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	

**ASSURED SHORTHOLD TENANCY AGREEMENT
[THE DEPOSIT PROTECTION SCHEME]**

relating to

[Flat 1, 91 High Road, London, N22 6BB]

Dated 28th January 2024.....

Parties:

(1) CHRIS ANTHONY ESTATES LIMITED

~ and ~

(2) [Marek Kras]



Chris Anthony Estates is the trading name of Chris Anthony Estates Limited | Registered Company No: 05839146
Trading Address: 3-5 Thane Villas, London, N7 7PH | Registered Address: Woodgate House, 2 – 8 Games Road, Barnet, EN4 9HN
T: 020 8446 9230 | W: www.chrisanthonyvestates.com | E: info@chrisanthonyvestates.com

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

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

CONTENTS

CLAUSE	
1.	Interpretation..... 1
2.	Grant of the Tenancy..... 4
3.	Deposit (If Applicable)..... 4
4.	Rent 5
5.	Use of Property 6
6.	Car Park and Storage 8
7.	Common Parts..... 8
8.	Insurance 8
9.	Securing the Property..... 9
10.	Assignment or Subletting 9
11.	Repairs and Alterations 9
12.	Contents 10
13.	Utilities and Outgoings 11
14.	Superior Lease 11
15.	Landlord's Covenants 12
16.	Default by the Tenant 13
17.	Landlord's Right to Enter the Property and to Display Signs 13
18.	Expiry of the Tenancy 14
19.	Notices..... 15
20.	General 15
21.	Inventory Check In and Check Out..... 16
22.	Preparation of AST 16
23.	Option to Break (if Applicable)..... 16
24.	Early Termination by the Tenant..... 16
25.	Housing Benefit Tenants (If Applicable)..... 16
26.	Data Protection 17
27.	Governing Law..... 18
ANNEXURE 1 19	
Lawful Occupiers of the Property..... 19	

THIS AGREEMENT is made on this 28th day of January 2024.

PARTIES

- (1) The Landlord: CHRIS ANTHONY ESTATES LIMITED
Whose registered address is at:
3-5 THANE VILLAS
LONDON
N7 7 PH

Company Number: [05839146]
- (2) The Tenant: (1) [Marek Kras]

AGREED TERMS OF THE TENANCY, DEFINITIONS AND INTERPRETATION

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions:

Building: means: [91 High Road, London, N22 6BB]

Break Date: means: 06 months from the date of this Agreement.

Contents: means: the Landlord's furniture, furnishings, fixtures, fittings and any other items at the Property and as set out in the Inventory and Schedule of Condition.

Common Parts: means: the main entrance to the Building leading from the public highway or any private highway or road and all common areas within the Building (such as hallway, stairs,

corridors, storage areas, electricity and other cupboards and landings) affording access to the Property.

Deposit: *means:* **£[0.00]**

HA 1988 *means:* Housing Act 1988.

HA 2004: *means:* Housing Act 2004.

Insured Risks: *means:* such risks as are typically covered in a freeholder's building insurance policy or any other risks against which the freeholder of the Building decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: *means:* the list of Contents in the Property and description of the condition of the Property and Contents which will be prepared by or on behalf of the Landlord on, or no later than 3 days after, the beginning of the Tenancy which will form part of this Agreement.

Landlord's Agent: *means:* Chris Anthony Estates Limited of 3-5 Thane Villas, London, N7 7PH

Landlord's Bank Account: *means:*
Bank: Barclays Bank PLC
Sort Code: 20-29-77
Account Number: 90980021
Account Name: Chris Antony Estates Limited

Or any other bank account the details of which shall be provided by the Landlord to the Tenant in writing.

LTA 1985: *means:* Landlord and Tenant Act 1985.

Property: *means:* **[Flat 1, 91 High Road, London, N22 6BB]**

Rent: *means:* **£1045.00 per calendar month.**

Rent Payment Dates: *means:* the first rent payment is to be made **on the date of this Agreement** ('the First Rent Payment Date') and all subsequent rent is to be paid on **[28th]** day of each month thereafter.

TDS: *means:* tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Term: *means:* **a fixed term of 24 months from and including 28th January 2024 to and including 27th January 2025.**

Tenancy: *means:* the tenancy created under this Agreement and any statutory periodic tenancy arising under section 5(2) of the

Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Working Day: *means:* any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

Superior Lease: *means:* any lease between the Landlord and any superior landlord of the Property.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an Agreement is a reference to this Agreement.
- 1.9 Any reference to Tenancy refers to the tenancy created under this Agreement.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by or on behalf of the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to Clauses are to the Clauses of this Agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy.
- 1.14 A reference to the Tenant includes a reference to its guests (whether permanent or temporary), family members and its successors in title and assignees.
- 1.15 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, and they will be liable for all sums due and all obligations under the Agreement, not just liable for a proportionate part.

- 1.16 The obligations of the Tenant arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. GRANT OF THE TENANCY

- 2.1 The Landlord lets the Property together with the Contents to the Tenant and grants to the Tenant the right to use, in common with the Landlord and all others authorised by the Landlord, the Common Parts.
- 2.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.
- 2.3 Once the Term has expired the Landlord is entitled to recover possession under section 21 of the HA 1988 unless the Landlord has served a notice on the Tenant at the start of or during the Tenancy stating that it is not an assured shorthold tenancy. Where the Landlord fails to comply with the TDS requirements the Landlord shall be prevented from recovering possession of the Property using the accelerated possession procedure under section 21 of the HA 1988.

3. DEPOSIT (IF APPLICABLE)

- 3.1 The Tenant shall pay the Deposit to the Landlord or the Landlord's Agent on or before the date of this Agreement which will be held by the Landlord or the Landlord's Agent for the duration of the Tenancy pursuant to the terms of this Agreement.
- 3.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such part of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Property or the Common Parts or the Contents (except for fair wear and tear) caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - (b) make good any damage caused by or due to pets kept in the Property by the Tenant including any associated cleaning or other actions required;
 - (c) replace any of the Contents which may be broken, damaged or missing from the Property;
 - (d) pay any Rent which remains unpaid;
 - (e) pay any accounts for utilities council tax charges or any other taxes or accounts for which the Tenant may be liable which remain unpaid; and
 - (f) pay for the Property, the Common Parts and the Contents to be cleaned if the Tenant is in breach of its obligations under this Agreement.
- 3.3 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.
- 3.4 The Landlord will provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

- 3.5 The Deposit will be held by the Landlord or by the Landlord's Agent. The Landlord can transfer the Deposit to another TDS or change the person who holds the Deposit but in either case the Landlord will notify the Tenant of this change in writing.
- 3.6 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS and the provisions of this Agreement.
- 3.7 The Landlord and Tenant agree that any interest accrued from the Deposit shall belong to the Landlord.
- 3.8 During the Term, the Landlord shall be entitled to withdraw monies from the Deposit in order to pay any Rent or other monies due to the Landlord pursuant to this Agreement which the Tenant fails to pay on time. In the event that the Landlord applies monies from the Deposit as aforesaid, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the Tenant of such withdrawal.
- 3.9 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or other monies payable under this Agreement on the ground that a Deposit is held by the Landlord or by the TDS.
- 3.10 The Landlord shall inform the Tenant within 10 Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 3.2.
- 3.11 In the event that the amount owed to the Landlord by the Tenant under clause 3.2 exceeds the amount of deposit held by the Landlord, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the tenant of such shortfall pursuant to clause 3.10.

TENANT'S OBLIGATIONS

4. RENT

- 4.1 The Tenant shall pay the Rent monthly in advance on the Rent Payment Dates whether demanded or not, directly into the Landlord's Bank Account by direct debit or standing order directly into the Landlord's Bank Account.
- 4.2 The Tenant shall pay the first instalment of Rent on or before the First Rent Payment Date.
- 4.3 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate in force from time to time on any Rent lawfully due whether demanded or not that is paid more than 14 days after the date on which it became due. The interest will be payable from and including the date the Rent should have been paid to and including the date the Rent is actually paid.
- 4.4 If the Rent is not received by the Landlord on the Rent Payment Dates then the Tenant shall be liable for any legal costs which may be reasonably incurred by the Landlord in chasing payment of Rent.

- 4.5 The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this Clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.6 The Landlord may continue to demand and collect Rent if he is in contemplation of or has issued a claim for possession and the collection of Rent will not constitute a waiver of the Landlord's right to a claim for possession.
- 4.7 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

5. USE OF PROPERTY

- 5.1 The Tenant shall use the Property as a private dwelling, for his personal use only and for the use of the Tenant's immediate family members.
- 5.2 The Tenant shall not use the Property for the purposes of conducting a business or carrying on a trade or profession of any kind.
- 5.3 The Tenant shall not register a company or any other form of business structure at the Property.
- 5.4 The Tenant shall not smoke or permit anyone to smoke inside the Property or in the Common Parts.
- 5.5 The Tenant shall not keep or permit to be kept any pets or any other animals whatsoever in or around the Property or the Building.
- 5.6 The Tenant shall not do in or upon Property or the Common Parts anything which may be or become a nuisance or cause annoyance damage or inconvenience to the Landlord or the tenants of the Building or other property in the neighborhood or to any public local or other authority.
- 5.7 The Tenant shall regularly and properly dispose of all household rubbish and waste.
- 5.8 The Tenant shall not make or permit to be made any loud noise or play any loud radio or music, television or any other equipment or musical instrument in or around the Common Parts at any time or in or around the Property between the hours of 10:00 pm and 8:00 am so as to be an audible nuisance outside the Property.
- 5.9 The Tenant shall not place and/or leave any laundry, dry or wet clothes or any other articles outside the Building or in the Common Parts.
- 5.10 The Tenant shall take all necessary precautions to ensure that all electrical appliances, devices and cables are kept in a safe and usable condition.
- 5.11 The Tenant shall keep the Property well aired and ventilated at all times.

- 5.12 The Tenant shall take all necessary steps and precautions to ensure that there is no outbreak of damp, wet or dry rot or pest infestation at the Property or the Common Parts and if an outbreak of damp, rot or pest infestation is caused by the Tenant's negligence, act or omission then the Tenant will be liable for all remedial costs and will fully and effectually indemnify the Landlord in respect of all remedial costs incurred by the Landlord.
- 5.13 The Tenant shall not remove or replace any of the Contents without the Landlord's prior consent.
- 5.14 The Tenant shall not store any of the Contents or its own belongings outside the Property or in the Common Parts.
- 5.15 The Tenant shall not place or erect any aerial, satellite dish, cable equipment, advertisement, sign or notice board on the exterior or interior of the Building.
- 5.16 The Tenant shall not use or permit to be used any oil stove, paraffin heater, portable gas heater or any other portable fuel or gas burning appliance in or around the Property.
- 5.17 The Tenant shall not bring anything in the Building or do anything to or on the Property or the Building that:
- (a) overburdens the electricity circuit;
 - (b) obstructs the Common Parts and/or any fire exists;
 - (c) causes a nuisance, annoyance, danger or damage to the Property or the Common Parts or the Building or any neighbouring property or to other occupiers of the Building or any neighbouring property;
 - (d) involves using the Property or the Common parts for immoral or illegal purposes; or
 - (e) has the effect of invalidating the insurance that the Landlord has taken out on the Building.
- 5.18 The Tenant shall send the Landlord and the Landlord's Agent a copy of any notice, letter or other communication affecting the Property within 7 (seven) days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 5.19 The Tenant shall be liable for the full cost of all emergency call outs and expenditure related thereto save where such call outs result from the failure of the Landlord's obligations to maintain the Building or Property pursuant to this Agreement.
- 5.20 The Tenant must at all times comply with all relevant laws, rules and regulations relating to the Property and its use and without prejudice to the generality of the aforesaid at no time and under no circumstances shall the Tenant allow the property to become overcrowded and/or allow the Property to be classed and/or used as a House in Multiple Occupation unless an appropriate licence exists for that use.
- 5.21 The Tenant confirms that they (and anyone residing at the Property with them) have the right to stay/remain in the UK and that they are legally entitled to rent the

Property. The Tenant confirms that all relevant and necessary original documents have been disclosed to the Landlord for their inspection prior to the commencement of the Tenancy and that the details entered in Annexure 1 are complete and accurate. The Tenant will promptly inform the Landlord of any time limits imposed on the right of the Tenant (and those residing at the Property with them) to stay/remain in the UK and immediately inform the Landlord if for any reason such right expires, is withdrawn or for any other reason is no longer valid.

6. CAR PARK AND STORAGE

- 6.1 If the Tenant is allocated a car parking space they will only park in the specific space allocated to the Property.
- 6.2 If available and permissible by the local authority and/or any planning permission relating to the Building and/or the Property, it is the Tenant's responsibility to obtain, pay for and maintain any required parking permits and/or resident parking schemes.
- 6.3 The Tenant is only permitted to use any storage areas or bike racks which are specifically allocated to the Property.

7. COMMON PARTS

- 7.1 The Tenant shall use the Common Parts for the purposes for which they are intended and in a manner which is considerate to all other tenants of the Building.
- 7.2 The Tenant shall ensure that no nuisance damage or loss is caused to the Common Parts, reasonable fair wear and tear excepted.
- 7.3 The Tenant shall pay for and/or compensate the Landlord for all damage to the Common Parts caused by the act or omission of the Tenant or any of the Tenant's visitors and also pay for and/or compensate the Landlord for the repair of or replacement of all such items within the Common Parts as shall be broken, lost, stolen, damaged or destroyed by the Tenant or his visitors.
- 7.4 The Tenant shall leave the Common Parts clean and tidy after use at all times.

8. INSURANCE

- 8.1 The Tenant will at all times comply with the requirements of the Landlord's insurance policy for the Building and/or the Property a copy of which can be provided by the Landlord to the Tenant on request.
- 8.2 The Tenant will promptly inform (and provide any required information to) all necessary persons and/or authorities of any damage or destruction caused to the Building, the Property or the Common Parts or the Landlord's fixtures and fittings by an Insured Risk.
- 8.3 The Tenant will be liable to pay for any increase in the Landlord's insurance premium due to the Tenant's failure to comply with the Landlord's insurance policy and/or due

to any act or omission, negligence or misuse of the Building, the Property or the Common Parts by the Tenant or any breach by the Tenant of its obligations under this Agreement which causes an increase in the Landlord's insurance premium.

- 8.4 The Tenant will be responsible for affecting any necessary insurance policy for its own contents and possessions.

9. SECURING THE PROPERTY

- 9.1 The Tenant is responsible for ensuring that all doors and windows to the Property and the Common Parts are kept properly locked, bolted and secured at all appropriate times and that any burglar alarm is activated as and when required and always when the Property is vacant.
- 9.2 The Tenant is not permitted to install add or change any locks passcodes or entry systems at the Building or the Property or the Common Parts without the prior consent of the Landlord in writing save in case of an emergency and in the event that the Landlord provides such consent the Tenant shall supply the Landlord with copies of all new keys and details of all new passcodes.
- 9.3 The Tenant is liable for the reasonable cost of replacement of all locks and bolts or other security devices, keys and key fobs which are broken as a result of an act or omission of the Tenant or lost whilst in the Tenant's possession.
- 9.4 The Tenant is not permitted to change the burglar alarm code or door entry codes (if applicable) without the prior consent of the Landlord in writing.
- 9.5 The Tenant is not permitted to have any additional keys cut for the locks to the Property without the prior consent of the Landlord in writing.
- 9.6 At the end of the Term the Tenant must provide all keys, key fobs or any other security devices to the Landlord or its agent and the Tenant shall bare the full cost of any missing keys, key fobs, and other security devices or of any broken locks.
- 9.7 The Tenant must inform the Landlord if for any reason during the Term the Property will remain vacant for a period of **21 days** or longer.

10. ASSIGNMENT OR SUBLETTING

- 10.1 The Tenant shall not assign, sublet, charge, part with or share possession of the whole or any part of the Property.
- 10.2 The Tenant shall not take in any lodgers or paying guests whatsoever or allow any persons other than those named in this Agreement to reside at the Property.

11. REPAIRS AND ALTERATIONS

- 11.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for reasonable fair wear and tear).

- 11.2 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean; and shall in any event bare the cost of keeping the outside of all windows relating to the Property clean.
- 11.3 If the Property has a private and/or communal garden the Tenant shall keep it clean and tidy, in a good condition and free from rubbish. The Tenant shall not remove or destroy any existing plants, trees, shrubs or any other vegetation or greenery at the Property without the prior consent of the Landlord in writing.
- 11.4 If the Property has any chimney(s), the Tenant will regularly keep it clean and tidy.
- 11.5 The Tenant shall replace all light bulbs, fluorescent tubes and all other lighting as and when necessary with low voltage energy saving light bulbs and shall ensure that all light bulbs are in good working order at the end of the Term.
- 11.6 The Tenant shall replace all fuses as and when necessary with the same type of fuse and shall ensure that all fuses are in good working order at the end of the Term.
- 11.7 The Tenant shall promptly replace and pay for all broken glass with the same quality glass at the Property where the Tenant, or the Tenant's visitors, cause the breakage.
- 11.8 The Tenant shall keep all smoke and all carbon monoxide alarms in good working order at all times and in particular replace all batteries as and when necessary.
- 11.9 The Tenant shall keep clean and tidy and not cause any blockage to the drains, gutters, pipes, vents, extractor fans and ventilation ducts of the Building. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under Clause 15.5.
- 11.10 The Tenant shall not make any alteration, addition, or redecorate the Property.
- 11.11 The Tenant shall not hang pictures or other items on the walls with nails or screws or otherwise damage the walls.
- 11.12 The Tenant shall make good, or if so required by the Landlord, pay for and/or compensate the Landlord for all damage to the Property caused by the act or omission of the Tenant or the Tenant's visitors and also to make good, or if so required by the Landlord, pay for and/or compensate the Landlord for the repair of or replacement of all such items of the Contents as shall be broken, lost, stolen, damaged or destroyed during the Term.
- 11.13 The Tenant shall notify the Landlord promptly and in writing of any items of defect or disrepair (including damp, wet or dry rot and pest infestation) in the Property or the Contents for which the Landlord is responsible for repairing.
- 12. CONTENTS**
- 12.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for reasonable fair wear and tear) as detailed on the Inventory and Schedule of Condition.

- 12.2 The Tenant shall immediately inform the Landlord or the Landlord's Agent of any repairs required to the Contents which form part of the Landlord's obligations to maintain.

13. UTILITIES AND OUTGOINGS

- 13.1 Unless otherwise agreed in writing, the Tenant shall pay the Council Tax or any similar/replacement tax for the Property, all charges for gas, electricity, water and sewerage services, Freeview, Sky, Virgin Media and other television and television licence and internet connection (if the Property has these) and all other utilities and outgoings whatsoever used by the Tenant at the Property.
- 13.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities and is not permitted to alter, interfere or tamper with any of the meters or other installations at the Property.
- 13.3 The Tenant shall be responsible for informing all relevant utility companies and any other relevant organisations of their occupation of the Property at the start of the Term and their vacating of the Property at the end of the Term and provide them with up to date meter readings where and when applicable.
- 13.4 The Tenant shall provide the Landlord with copies of all first utility bills showing the Tenant's full name and the relevant utility reference number and will inform the Landlord of any change in utility provider or information provided to a utility provider by the Tenant.
- 13.5 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 13.6 The Tenant shall not change the telephone number of the Property or transfer the telephone number to another property without the consent of the Landlord in writing.
- 13.7 The Tenant shall on the first and last day of the Term provide the Landlord and/or the Landlord's Agent with all applicable meter readings in writing.
- 13.8 If any of the costs in this clause are payable in relation to the Property together with any other property, the Tenant shall pay a fair proportion of all those costs.
- 13.9 The Tenant shall promptly discharge all unpaid utilities and outgoings incurred during the Term.

14. SUPERIOR LEASE

- 14.1 The Tenant must at all times comply with the terms of and the covenants contained in the Landlord's lease relating to the Property (if applicable) and any Superior Lease (if applicable) save for the covenants to pay rent or service charge and keep the Landlord fully and effectually indemnified against all claims damages reasonable costs and expenses in any way relating thereto.

LANDLORD'S OBLIGATIONS

15. LANDLORD'S COVENANTS

- 15.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 15.2 The Landlord shall use reasonable endeavours to procure that the Property is insured to its full reinstatement value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own contents and possessions with a reputable insurer.
- 15.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 15.4 The Landlord shall allow the Tenant, provided that he is paying the Rent and performing the Tenant's obligations under this Agreement, quiet possession and enjoyment of the Property throughout the duration of the Term without any unlawful interruption by the Landlord or any other person rightfully claiming under or in trust for the Landlord.
- 15.5 In accordance with section 11 of the LTA 1985, the Landlord shall use reasonable endeavours to:
- (a) keep in repair the structure and exterior of the Building (including drains, external pipes and gutters and external windows (provided that the cost of cleaning of all external windows relating to the Property shall be borne by the Tenant));
 - (b) keep in repair and proper working order the installations in the Property and Common Parts for the 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 the supply of water gas or electricity); and
 - (c) keep in repair and proper working order the installations in the Property and Common Parts for space heating and heating water.
- 15.6 The Landlord shall not be required to:
- (a) carry out or bear the cost of any works or repairs for which the Tenant is liable by virtue of this Agreement; or
 - (b) keep in repair or maintain or bear the cost of anything which the Tenant is entitled or liable to remove from the Property.
- 15.7 The Landlord shall ensure that:
- (a) all furnishings supplied at the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended;
 - (b) all gas appliances and central heating systems comply with the Gas Safety (Installation and Use) Regulations 1998; and

- (c) all applicable electrical appliances supplied at the Property comply with the Electrical Equipment (Safety) Regulations 1994.

16. DEFAULT BY THE TENANT

16.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt or insolvent under the Insolvency Act 1986;
- (c) the Tenant fails to perform any one of its obligations under this Agreement;
- (d) any of the Grounds 2, 7, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply; or

This Clause 16.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession. Schedule 2 of the HA 1988 can be found by using this link: <https://www.legislation.gov.uk/ukpga/1988/50/schedule/2>. A hard copy can be provided to the Tenant upon request.

16.2 If the Landlord re-enters the Property pursuant to this Clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.

16.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall fully and effectually indemnify the Landlord against professional and other costs and expenses incurred by the Landlord or its agent in remedying such breaches or in connection with the enforcement of those obligations including for the avoidance of doubt the cost of any court proceedings.

16.4 The Tenant shall keep the Landlord fully and effectually indemnified in respect of any loss or damage arising from any claim brought as a result of any breach by the Tenant of any of its covenants and obligations contained in this Agreement irrespective of the value of the claim or whether the claim is a non-monetary claim.

17. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

17.1 The Landlord reserves the right for the Landlord, its Agent or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this Agreement;
- (c) to carry out repairs or alterations to the next-door premises;
- (d) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (e) to show prospective tenants or purchasers around the Property.

- 17.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant such consent not to be unreasonably withheld or delayed except in an emergency when no consent is required for such entry.
- 17.3 The Landlord reserves the right to display a "for sale" or "to let" sign on or in the Property and/or on or in the Building at any time during the Term.

GENERAL CONDITIONS

18. EXPIRY OF THE TENANCY

- 18.1 At the end of the Term (however determined), the Tenant shall:
- (a) return the Property and the Contents to the Landlord in the condition required by this Agreement;
 - (b) make good, pay for the repair of, or replace all Contents which have been broken, lost, damaged or destroyed during the tenancy (reasonable fair wear and tear excepted);
 - (c) return all keys to the Property to the Landlord by no later than 4:00 pm on the last day of the Tenancy;
 - (d) ensure that the Property is cleaned to a professional standard including the washing of curtains, carpets, floors and all Contents; and
 - (e) remove all of the Tenant's belongings and all rubbish from the Property and the Common Parts.
- 18.2 The Landlord has the right to recover possession of the Property if:
- (a) the Term has expired; and
 - (b) the Landlord has given two months' prior notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - (c) at least six months have passed since the date of this Agreement.
- 18.3 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 18.4 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property or the Common Parts after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. If the items are not collected within one month, the Landlord may dispose of the items, retain any proceeds of sale for its own use, and the Tenant will be liable for the reasonable costs of such disposal. The costs of removal, storage and disposal may be deducted from the Deposit.

19. NOTICES

- 19.1 The Landlord's address for service is the Landlord's address specified at the beginning of this Agreement or such other address which may be provided from time to time in writing to the Tenant by the Landlord.
- 19.2 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Landlord's address given in Clause 19.1.
- 19.3 The Tenant's address for service is the Property address or such other address stated at the beginning of this Agreement or notified to the Landlord in writing after the date of this Agreement.
- 19.4 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Tenant's address given in Clause 19.3.
- 19.5 Any notice sent by first class post shall be deemed to have been served the second Working Day after it was sent.
- 19.6 Any notice delivered personally shall be deemed to have been served at the time the notice is left at the proper address provided it is before 4:30pm or if after on the next Working Day.

20. GENERAL

- 20.1 The failure of a Party to insist in any one or more instances upon the performance of any provisions of the Agreement shall not be construed as a waiver or relinquish of that Party's rights to future performance of such provision and the other Party's obligation in respect of such future performance shall continue in full force and effect.
- 20.2 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable illegal or otherwise invalid in any respect under the law governing this Agreement or its performance, such unenforceability illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable illegal or invalid provisions had never been contained in this Agreement.
- 20.3 If a cheque or any other payment made by the Tenant is rejected or refused by the Landlord's nominated bank the Tenant will be fully liable for all associated costs.
- 20.4 The Tenant will fully and effectually indemnify the Landlord in respect of all legal and other costs of any litigation between the Landlord and Tenant where the Landlord is successful irrespective of the value of the claim or whether the claim is a non-monetary claim.

21. INVENTORY CHECK IN AND CHECK OUT

- 21.1 The Landlord will be responsible for the cost of the preparation of the Inventory and Schedule of Condition at the beginning and at the end of the Term.
- 21.2 In the event that the Tenant is not present for an inventory, the same will be prepared in his absence and the Tenant shall have 10 days within which to raise any concerns relating to the same after which time the Tenant is deemed to have accepted the contents of the Inventory and Schedule of Condition.
- 21.3 The Landlord and the Tenant consent to the use of the Inventory and Schedule of Condition as evidence in connection with any dispute relating to the Deposit.

22. PREPARATION OF AST

The Landlord will bear the cost of the preparation of this Assured Shorthold Tenancy Agreement.

23. OPTION TO BREAK (IF APPLICABLE)

- 23.1 The tenancy can be terminated on or following the Break Date by:
- (a) The Landlord serving on the Tenant written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Landlord's Break Notice'); or
 - (b) The Tenant serving on the Landlord written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Tenant's Break Notice').
- 23.2 Subject to clause 23.1, following service of either the Landlord's Break Notice or the Tenant's Break Notice the Tenancy shall terminate on the date specified in the Break Notice.

24. EARLY TERMINATION BY THE TENANT

If the Tenant vacates the Property before the end of the Term (save for pursuant to any notice to quit or a court order) the Tenant will remain liable for the payment of Rent, utilities and outgoings until the expiry of the Term or until the Property is re-let by the Landlord, whichever is earliest along with any commission which the Landlord is liable for relating to the Tenancy and any reasonable costs incurred by the Landlord as a result of early termination by the Tenant.

25. HOUSING BENEFIT TENANTS (IF APPLICABLE)

- 25.1 The Tenant hereby authorises the Local Authority to discuss with the Landlord or its agent the details of any housing benefit, council tax claims or any other claims made in relation to this Agreement.

- 25.2 The Tenant hereby authorises the Local Authority to pay any housing benefit directly to the Landlord or its agent if so required by the Landlord and permitted by the Local Authority and will give all necessary authorisations and instructions to the Local Authority to do so.
- 25.3 The Tenant agrees to reimburse the Landlord in respect of any housing benefit overpayment which is requested by the Local Authority from the Landlord in relation to this Agreement, either before or after the expiry of the Term.
- 25.4 Notwithstanding Clause 25.1 and 25.2 the Tenant shall remain primarily liable for the payment of Rent and all other monies payable to the Landlord under this Agreement and shall make all payments which the Local Authority for any reason fails to make to, or reclaims from, the Landlord or its agent.
- 25.5 Without prejudice to the generality of Clause 25.4, the Tenant shall pay any shortfall in the amount of Rent after the said payments by the Local Authority.

26. DATA PROTECTION

- 26.1 In this clause 26 personal information means “personal data” in the sense defined in the Data Protection Act 2018 (or its replacement) and (so long as it remains law in the United Kingdom or in any other relevant jurisdiction) the EU General Data Protection Regulation 2016/679 (‘GDPR’) (the ‘Relevant Law’).
- 26.2 The Landlord or its Agent will process personal data on if and when necessary in connection with the Tenancy, the Tenant, (and any guarantor of the obligations of the Tenant under this Agreement and to some extent residents in the Property) and will do so in a manner compatible with the Relevant Law.
- 26.3 The Tenant hereby acknowledges that the Landlord or its Agent may disclose the information retained by them in relation to the Tenant to utility providers, the local authority, credit reference providers, debt collection agencies, to their legal and other advisors or as required by the operation of the law.
- 26.4 How to deal with personal data issues:
- (a) The Landlord or its Agent (who can be contacted at the addresses stated at the beginning of this Agreement) will try to resolve any query or concern the Tenant may raise about the Landlord or its Agent’s use of the Tenant’s personal information.
 - (b) The GDPR also provides a right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where the Tenant works, normally lives or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

27. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This Agreement has been executed by the parties on the date stated at the beginning of it. All parties have read this Agreement and acknowledge that this is a formal document designed to create legal rights and obligations. All parties agree to the terms of this Agreement and have been given the opportunity to take legal and/or other advice before entering into the Agreement.

Signed by or for and on behalf of the
Landlord:



[Chris Anthony Estates Limited]

Signed by the
Tenant(s):



[Marek Kras]

ANNEXURE 1

LAWFUL OCCUPIERS OF THE PROPERTY

To be completed prior to the commencement of the Tenancy:

Name	Date of birth (Make a note if under 18, or will turn 18 during the term of the tenancy)	Documents checked	Immigration status (Delete as appropriate)	Date of check
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	

**ASSURED SHORTHOLD TENANCY AGREEMENT
TENANCY DEPOSIT SCHEME**

relating to

Flat 1, 91 High road, London, N22 6BB

Dated 28th of January 2025

Parties:

**(1) Executive Properties Ltd
C/O Chris Anthony Management**

~ and ~

(2) Marek Kras



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

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

CONTENTS

CLAUSE	
1.	Interpretation 1
2.	Grant of the Tenancy 4
3.	Deposit (If Applicable) 4
4.	Rent..... 5
5.	Use of Property..... 6
6.	Car Park and Storage 8
7.	Common Parts 8
8.	Insurance 8
9.	Securing the Property..... 9
10.	Assignment or Subletting 9
11.	Repairs and Alterations 9
12.	Contents 10
13.	Utilities and Outgoings 11
14.	Superior Lease 11
15.	Landlord's Covenants 12
16.	Default by the Tenant..... 13
17.	Landlord's Right to Enter the Property and to Display Signs 13
18.	Expiry of the Tenancy 14
19.	Notices 15
20.	General 15
21.	Inventory Check In and Check Out 16
22.	Preparation of AST..... 16
23.	Option to Break (if Applicable) 16
24.	Early Termination by the Tenant..... 16
25.	Housing Benefit Tenants (If Applicable) 16
26.	Data Protection..... 17
27.	Governing Law 18
ANNEXURE 1 19	
Lawful Occupiers of the Property 19	

THIS AGREEMENT is made on this 28th day of January 2025

PARTIES

(1) **The Landlord:** Executive Properties Ltd C/O Chris Anthony Management Limited
Whose registered address is at:
3-5 Thane Villas, London, N7 7PH
Company Number: 12064806

(2) **The Tenant:** (1) Marek Kras

AGREED TERMS OF THE TENANCY, DEFINITIONS AND INTERPRETATION

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions:

Building: means: 91 High road, London, N22 6BB

Break Date: means: 6 months from the date of this Agreement

Contents: means: the Landlord's furniture, furnishings, fixtures, fittings and any other items at the Property and as set out in the Inventory and Schedule of Condition.

Common Parts: means: the main entrance to the Building leading from the public highway or any private highway or road and all common areas within the Building (such as hallway, stairs,

corridors, storage areas, electricity and other cupboards and landings) affording access to the Property.

Deposit: *means:* **£0.00**

HA 1988 *means:* Housing Act 1988.

HA 2004: *means:* Housing Act 2004.

Insured Risks: *means:* such risks as are typically covered in a freeholder's building insurance policy or any other risks against which the freeholder of the Building decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: *means:* the list of Contents in the Property and description of the condition of the Property and Contents which will be prepared by or on behalf of the Landlord on, or no later than 3 days after, the beginning of the Tenancy which will form part of this Agreement.

Landlord's Agent: *means:* Chris Anthony Management Limited of 3-5 Thane Villas, London, N7 7PH

Landlord's Bank Account: *means:*
Bank: Barclays Bank Plc
Sort Code: 20 – 95 – 61
Account Number: 30697559
Account Name: Chris Anthony Management Ltd.

Or any other bank account the details of which shall be provided by the Landlord to the Tenant in writing.

LTA 1985: *means:* Landlord and Tenant Act 1985.

Property: *means:* **Flat 1, 91 High road, London, N22 6BB**

Rent: *means:* **£1045.00 per calendar month**

Rent Payment Dates: *means:* the first rent payment is to be made **28th of January 2025 ('the First Rent Payment Date')** and all subsequent rent is to be paid on **28th** day of each month thereafter.

TDS: *means:* tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Term: *means:* **a fixed term of 12 months from and including 28th of January 2025 to and including 27th of January 2026**

Tenancy: *means:* the tenancy created under this Agreement and any statutory periodic tenancy arising under section 5(2) of the

Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Working Day: *means:* any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

Superior Lease: *means:* any lease between the Landlord and any superior landlord of the Property.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an Agreement is a reference to this Agreement.
- 1.9 Any reference to Tenancy refers to the tenancy created under this Agreement.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by or on behalf of the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to Clauses are to the Clauses of this Agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy.
- 1.14 A reference to the Tenant includes a reference to its guests (whether permanent or temporary), family members and its successors in title and assignees.
- 1.15 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, and they will be liable for all sums due and all obligations under the Agreement, not just liable for a proportionate part.

- 1.16 The obligations of the Tenant arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. GRANT OF THE TENANCY

- 2.1 The Landlord lets the Property together with the Contents to the Tenant and grants to the Tenant the right to use, in common with the Landlord and all others authorised by the Landlord, the Common Parts.
- 2.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.
- 2.3 Once the Term has expired the Landlord is entitled to recover possession under section 21 of the HA 1988 unless the Landlord has served a notice on the Tenant at the start of or during the Tenancy stating that it is not an assured shorthold tenancy. Where the Landlord fails to comply with the TDS requirements the Landlord shall be prevented from recovering possession of the Property using the accelerated possession procedure under section 21 of the HA 1988.

3. DEPOSIT (IF APPLICABLE)

- 3.1 The Tenant shall pay the Deposit to the Landlord or the Landlord's Agent on or before the date of this Agreement which will be held by the Landlord or the Landlord's Agent for the duration of the Tenancy pursuant to the terms of this Agreement.
- 3.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such part of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Property or the Common Parts or the Contents (except for fair wear and tear) caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - (b) make good any damage caused by or due to pets kept in the Property by the Tenant including any associated cleaning or other actions required;
 - (c) replace any of the Contents which may be broken, damaged or missing from the Property;
 - (d) pay any Rent which remains unpaid;
 - (e) pay any accounts for utilities council tax charges or any other taxes or accounts for which the Tenant may be liable which remain unpaid; and
 - (f) pay for the Property, the Common Parts and the Contents to be cleaned if the Tenant is in breach of its obligations under this Agreement.
- 3.3 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.
- 3.4 The Landlord will provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

- 3.5 The Deposit will be held by the Landlord or by the Landlord's Agent. The Landlord can transfer the Deposit to another TDS or change the person who holds the Deposit but in either case the Landlord will notify the Tenant of this change in writing.
- 3.6 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS and the provisions of this Agreement.
- 3.7 The Landlord and Tenant agree that any interest accrued from the Deposit shall belong to the Landlord.
- 3.8 During the Term, the Landlord shall be entitled to withdraw monies from the Deposit in order to pay any Rent or other monies due to the Landlord pursuant to this Agreement which the Tenant fails to pay on time. In the event that the Landlord applies monies from the Deposit as aforesaid, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the Tenant of such withdrawal.
- 3.9 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or other monies payable under this Agreement on the ground that a Deposit is held by the Landlord or by the TDS.
- 3.10 The Landlord shall inform the Tenant within 10 Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 3.2.
- 3.11 In the event that the amount owed to the Landlord by the Tenant under clause 3.2 exceeds the amount of deposit held by the Landlord, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the tenant of such shortfall pursuant to clause 3.10.

TENANT'S OBLIGATIONS

4. RENT

- 4.1 The Tenant shall pay the Rent monthly in advance on the Rent Payment Dates whether demanded or not, directly into the Landlord's Bank Account by direct debit or standing order directly into the Landlord's Bank Account.
- 4.2 The Tenant shall pay the first instalment of Rent on or before the First Rent Payment Date.
- 4.3 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate in force from time to time on any Rent lawfully due whether demanded or not that is paid more than 14 days after the date on which it became due. The interest will be payable from and including the date the Rent should have been paid to and including the date the Rent is actually paid.
- 4.4 If the Rent is not received by the Landlord on the Rent Payment Dates then the Tenant shall be liable for any legal costs which may be reasonably incurred by the Landlord in chasing payment of Rent.

- 4.5 The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this Clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.6 The Landlord may continue to demand and collect Rent if he is in contemplation of or has issued a claim for possession and the collection of Rent will not constitute a waiver of the Landlord's right to a claim for possession.
- 4.7 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.
- 5. USE OF PROPERTY**
- 5.1 The Tenant shall use the Property as a private dwelling, for his personal use only and for the use of the Tenant's immediate family members.
- 5.2 The Tenant shall not use the Property for the purposes of conducting a business or carrying on a trade or profession of any kind.
- 5.3 The Tenant shall not register a company or any other form of business structure at the Property.
- 5.4 The Tenant shall not smoke or permit anyone to smoke inside the Property or in the Common Parts.
- 5.5 The Tenant shall not keep or permit to be kept any pets or any other animals whatsoever in or around the Property or the Building.
- 5.6 The Tenant shall not do in or upon Property or the Common Parts anything which may be or become a nuisance or cause annoyance damage or inconvenience to the Landlord or the tenants of the Building or other property in the neighborhood or to any public local or other authority.
- 5.7 The Tenant shall regularly and properly dispose of all household rubbish and waste.
- 5.8 The Tenant shall not make or permit to be made any loud noise or play any loud radio or music, television or any other equipment or musical instrument in or around the Common Parts at any time or in or around the Property between the hours of 10:00 pm and 8:00 am so as to be an audible nuisance outside the Property.
- 5.9 The Tenant shall not place and/or leave any laundry, dry or wet clothes or any other articles outside the Building or in the Common Parts.
- 5.10 The Tenant shall take all necessary precautions to ensure that all electrical appliances, devices and cables are kept in a safe and usable condition.
- 5.11 The Tenant shall keep the Property well aired and ventilated at all times.

- 5.12 The Tenant shall take all necessary steps and precautions to ensure that there is no outbreak of damp, wet or dry rot or pest infestation at the Property or the Common Parts and if an outbreak of damp, rot or pest infestation is caused by the Tenant's negligence, act or omission then the Tenant will be liable for all remedial costs and will fully and effectually indemnify the Landlord in respect of all remedial costs incurred by the Landlord.
- 5.13 The Tenant shall not remove or replace any of the Contents without the Landlord's prior consent.
- 5.14 The Tenant shall not store any of the Contents or its own belongings outside the Property or in the Common Parts.
- 5.15 The Tenant shall not place or erect any aerial, satellite dish, cable equipment, advertisement, sign or notice board on the exterior or interior of the Building.
- 5.16 The Tenant shall not use or permit to be used any oil stove, paraffin heater, portable gas heater or any other portable fuel or gas burning appliance in or around the Property.
- 5.17 The Tenant shall not bring anything in the Building or do anything to or on the Property or the Building that:
 - (a) overburdens the electricity circuit;
 - (b) obstructs the Common Parts and/or any fire exists;
 - (c) causes a nuisance, annoyance, danger or damage to the Property or the Common Parts or the Building or any neighbouring property or to other occupiers of the Building or any neighbouring property;
 - (d) involves using the Property or the Common parts for immoral or illegal purposes; or
 - (e) has the effect of invalidating the insurance that the Landlord has taken out on the Building.
- 5.18 The Tenant shall send the Landlord and the Landlord's Agent a copy of any notice, letter or other communication affecting the Property within 7 (seven) days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 5.19 The Tenant shall be liable for the full cost of all emergency call outs and expenditure related thereto save where such call outs result from the failure of the Landlord's obligations to maintain the Building or Property pursuant to this Agreement.
- 5.20 The Tenant must at all times comply with all relevant laws, rules and regulations relating to the Property and its use and without prejudice to the generality of the aforesaid at no time and under no circumstances shall the Tenant allow the property to become overcrowded and/or allow the Property to be classed and/or used as a House in Multiple Occupation unless an appropriate licence exists for that use.
- 5.21 The Tenant confirms that they (and anyone residing at the Property with them) have the right to stay/remain in the UK and that they are legally entitled to rent the

Property. The Tenant confirms that all relevant and necessary original documents have been disclosed to the Landlord for their inspection prior to the commencement of the Tenancy and that the details entered in Annexure 1 are complete and accurate. The Tenant will promptly inform the Landlord of any time limits imposed on the right of the Tenant (and those residing at the Property with them) to stay/remain in the UK and immediately inform the Landlord if for any reason such right expires, is withdrawn or for any other reason is no longer valid.

6. CAR PARK AND STORAGE

- 6.1 If the Tenant is allocated a car parking space they will only park in the specific space allocated to the Property.
- 6.2 If available and permissible by the local authority and/or any planning permission relating to the Building and/or the Property, it is the Tenant's responsibility to obtain, pay for and maintain any required parking permits and/or resident parking schemes.
- 6.3 The Tenant is only permitted to use any storage areas or bike racks which are specifically allocated to the Property.

7. COMMON PARTS

- 7.1 The Tenant shall use the Common Parts for the purposes for which they are intended and in a manner which is considerate to all other tenants of the Building.
- 7.2 The Tenant shall ensure that no nuisance damage or loss is caused to the Common Parts, reasonable fair wear and tear excepted.
- 7.3 The Tenant shall pay for and/or compensate the Landlord for all damage to the Common Parts caused by the act or omission of the Tenant or any of the Tenant's visitors and also pay for and/or compensate the Landlord for the repair of or replacement of all such items within the Common Parts as shall be broken, lost, stolen, damaged or destroyed by the Tenant or his visitors.
- 7.4 The Tenant shall leave the Common Parts clean and tidy after use at all times.

8. INSURANCE

- 8.1 The Tenant will at all times comply with the requirements of the Landlord's insurance policy for the Building and/or the Property a copy of which can be provided by the Landlord to the Tenant on request.
- 8.2 The Tenant will promptly inform (and provide any required information to) all necessary persons and/or authorities of any damage or destruction caused to the Building, the Property or the Common Parts or the Landlord's fixtures and fittings by an Insured Risk.
- 8.3 The Tenant will be liable to pay for any increase in the Landlord's insurance premium due to the Tenant's failure to comply with the Landlord's insurance policy and/or due

to any act or omission, negligence or misuse of the Building, the Property or the Common Parts by the Tenant or any breach by the Tenant of its obligations under this Agreement which causes an increase in the Landlord's insurance premium.

- 8.4 The Tenant will be responsible for affecting any necessary insurance policy for its own contents and possessions.

9. SECURING THE PROPERTY

- 9.1 The Tenant is responsible for ensuring that all doors and windows to the Property and the Common Parts are kept properly locked, bolted and secured at all appropriate times and that any burglar alarm is activated as and when required and always when the Property is vacant.
- 9.2 The Tenant is not permitted to install add or change any locks passcodes or entry systems at the Building or the Property or the Common Parts without the prior consent of the Landlord in writing save in case of an emergency and in the event that the Landlord provides such consent the Tenant shall supply the Landlord with copies of all new keys and details of all new passcodes.
- 9.3 The Tenant is liable for the reasonable cost of replacement of all locks and bolts or other security devices, keys and key fobs which are broken as a result of an act or omission of the Tenant or lost whilst in the Tenant's possession.
- 9.4 The Tenant is not permitted to change the burglar alarm code or door entry codes (if applicable) without the prior consent of the Landlord in writing.
- 9.5 The Tenant is not permitted to have any additional keys cut for the locks to the Property without the prior consent of the Landlord in writing.
- 9.6 At the end of the Term the Tenant must provide all keys, key fobs or any other security devices to the Landlord or its agent and the Tenant shall bare the full cost of any missing keys, key fobs, and other security devices or of any broken locks.
- 9.7 The Tenant must inform the Landlord if for any reason during the Term the Property will remain vacant for a period of **21 days** or longer.

10. ASSIGNMENT OR SUBLETTING

- 10.1 The Tenant shall not assign, sublet, charge, part with or share possession of the whole or any part of the Property.
- 10.2 The Tenant shall not take in any lodgers or paying guests whatsoever or allow any persons other than those named in this Agreement to reside at the Property.

11. REPAIRS AND ALTERATIONS

- 11.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for reasonable fair wear and tear).

- 11.2 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean; and shall in any event bare the cost of keeping the outside of all windows relating to the Property clean.
- 11.3 If the Property has a private and/or communal garden the Tenant shall keep it clean and tidy, in a good condition and free from rubbish. The Tenant shall not remove or destroy any existing plants, trees, shrubs or any other vegetation or greenery at the Property without the prior consent of the Landlord in writing.
- 11.4 If the Property has any chimney(s), the Tenant will regularly keep it clean and tidy.
- 11.5 The Tenant shall replace all light bulbs, fluorescent tubes and all other lighting as and when necessary with low voltage energy saving light bulbs and shall ensure that all light bulbs are in good working order at the end of the Term.
- 11.6 The Tenant shall replace all fuses as and when necessary with the same type of fuse and shall ensure that all fuses are in good working order at the end of the Term.
- 11.7 The Tenant shall promptly replace and pay for all broken glass with the same quality glass at the Property where the Tenant, or the Tenant's visitors, cause the breakage.
- 11.8 The Tenant shall keep all smoke and all carbon monoxide alarms in good working order at all times and in particular replace all batteries as and when necessary.
- 11.9 The Tenant shall keep clean and tidy and not cause any blockage to the drains, gutters, pipes, vents, extractor fans and ventilation ducts of the Building. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under Clause 15.5.
- 11.10 The Tenant shall not make any alteration, addition, or redecorate the Property.
- 11.11 The Tenant shall not hang pictures or other items on the walls with nails or screws or otherwise damage the walls.
- 11.12 The Tenant shall make good, or if so required by the Landlord, pay for and/or compensate the Landlord for all damage to the Property caused by the act or omission of the Tenant or the Tenant's visitors and also to make good, or if so required by the Landlord, pay for and/or compensate the Landlord for the repair of or replacement of all such items of the Contents as shall be broken, lost, stolen, damaged or destroyed during the Term.
- 11.13 The Tenant shall notify the Landlord promptly and in writing of any items of defect or disrepair (including damp, wet or dry rot and pest infestation) in the Property or the Contents for which the Landlord is responsible for repairing.
- 12. CONTENTS**
- 12.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for reasonable fair wear and tear) as detailed on the Inventory and Schedule of Condition.

- 12.2 The Tenant shall immediately inform the Landlord or the Landlord's Agent of any repairs required to the Contents which form part of the Landlord's obligations to maintain.

13. UTILITIES AND OUTGOINGS

- 13.1 Unless otherwise agreed in writing, the Tenant shall pay the Council Tax or any similar/replacement tax for the Property, all charges for gas, electricity, water and sewerage services, Freeview, Sky, Virgin Media and other television and television licence and internet connection (if the Property has these) and all other utilities and outgoings whatsoever used by the Tenant at the Property.
- 13.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities and is not permitted to alter, interfere or tamper with any of the meters or other installations at the Property.
- 13.3 The Tenant shall be responsible for informing all relevant utility companies and any other relevant organisations of their occupation of the Property at the start of the Term and their vacating of the Property at the end of the Term and provide them with up to date meter readings where and when applicable.
- 13.4 The Tenant shall provide the Landlord with copies of all first utility bills showing the Tenant's full name and the relevant utility reference number and will inform the Landlord of any change in utility provider or information provided to a utility provider by the Tenant.
- 13.5 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 13.6 The Tenant shall not change the telephone number of the Property or transfer the telephone number to another property without the consent of the Landlord in writing.
- 13.7 The Tenant shall on the first and last day of the Term provide the Landlord and/or the Landlord's Agent with all applicable meter readings in writing.
- 13.8 If any of the costs in this clause are payable in relation to the Property together with any other property, the Tenant shall pay a fair proportion of all those costs.
- 13.9 The Tenant shall promptly discharge all unpaid utilities and outgoings incurred during the Term.

14. SUPERIOR LEASE

- 14.1 The Tenant must at all times comply with the terms of and the covenants contained in the Landlord's lease relating to the Property (if applicable) and any Superior Lease (if applicable) save for the covenants to pay rent or service charge and keep the Landlord fully and effectually indemnified against all claims damages reasonable costs and expenses in any way relating thereto.

LANDLORD'S OBLIGATIONS

15. LANDLORD'S COVENANTS

- 15.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 15.2 The Landlord shall use reasonable endeavours to procure that the Property is insured to its full reinstatement value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own contents and possessions with a reputable insurer.
- 15.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 15.4 The Landlord shall allow the Tenant, provided that he is paying the Rent and performing the Tenant's obligations under this Agreement, quiet possession and enjoyment of the Property throughout the duration of the Term without any unlawful interruption by the Landlord or any other person rightfully claiming under or in trust for the Landlord.
- 15.5 In accordance with section 11 of the LTA 1985, the Landlord shall use reasonable endeavours to:
- (a) keep in repair the structure and exterior of the Building (including drains, external pipes and gutters and external windows (provided that the cost of cleaning of all external windows relating to the Property shall be borne by the Tenant));
 - (b) keep in repair and proper working order the installations in the Property and Common Parts for the 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 the supply of water gas or electricity); and
 - (c) keep in repair and proper working order the installations in the Property and Common Parts for space heating and heating water.
- 15.6 The Landlord shall not be required to:
- (a) carry out or bear the cost of any works or repairs for which the Tenant is liable by virtue of this Agreement; or
 - (b) keep in repair or maintain or bear the cost of anything which the Tenant is entitled or liable to remove from the Property.
- 15.7 The Landlord shall ensure that:
- (a) all furnishings supplied at the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended;
 - (b) all gas appliances and central heating systems comply with the Gas Safety (Installation and Use) Regulations 1998; and

- (c) all applicable electrical appliances supplied at the Property comply with the Electrical Equipment (Safety) Regulations 1994.

16. DEFAULT BY THE TENANT

16.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt or insolvent under the Insolvency Act 1986;
- (c) the Tenant fails to perform any one of its obligations under this Agreement;
- (d) any of the Grounds 2, 7, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply; or

This Clause 16.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession. Schedule 2 of the HA 1988 can be found by using this link: <https://www.legislation.gov.uk/ukpga/1988/50/schedule/2>. A hard copy can be provided to the Tenant upon request.

16.2 If the Landlord re-enters the Property pursuant to this Clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.

16.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall fully and effectually indemnify the Landlord against professional and other costs and expenses incurred by the Landlord or its agent in remedying such breaches or in connection with the enforcement of those obligations including for the avoidance of doubt the cost of any court proceedings.

16.4 The Tenant shall keep the Landlord fully and effectually indemnified in respect of any loss or damage arising from any claim brought as a result of any breach by the Tenant of any of its covenants and obligations contained in this Agreement irrespective of the value of the claim or whether the claim is a non-monetary claim.

17. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

17.1 The Landlord reserves the right for the Landlord, its Agent or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this Agreement;
- (c) to carry out repairs or alterations to the next-door premises;
- (d) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (e) to show prospective tenants or purchasers around the Property.

- 17.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant such consent not to be unreasonably withheld or delayed except in an emergency when no consent is required for such entry.
- 17.3 The Landlord reserves the right to display a "for sale" or "to let" sign on or in the Property and/or on or in the Building at any time during the Term.

GENERAL CONDITIONS

18. EXPIRY OF THE TENANCY

- 18.1 At the end of the Term (however determined), the Tenant shall:
- (a) return the Property and the Contents to the Landlord in the condition required by this Agreement;
 - (b) make good, pay for the repair of, or replace all Contents which have been broken, lost, damaged or destroyed during the tenancy (reasonable fair wear and tear excepted);
 - (c) return all keys to the Property to the Landlord by no later than 4:00 pm on the last day of the Tenancy;
 - (d) ensure that the Property is cleaned to a professional standard including the washing of curtains, carpets, floors and all Contents; and
 - (e) remove all of the Tenant's belongings and all rubbish from the Property and the Common Parts.
- 18.2 The Landlord has the right to recover possession of the Property if:
- (a) the Term has expired; and
 - (b) the Landlord has given two months' prior notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - (c) at least six months have passed since the date of this Agreement.
- 18.3 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 18.4 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property or the Common Parts after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. If the items are not collected within one month, the Landlord may dispose of the items, retain any proceeds of sale for its own use, and the Tenant will be liable for the reasonable costs of such disposal. The costs of removal, storage and disposal may be deducted from the Deposit.

19. NOTICES

- 19.1 The Landlord's address for service is the Landlord's address specified at the beginning of this Agreement or such other address which may be provided from time to time in writing to the Tenant by the Landlord.
- 19.2 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Landlord's address given in Clause 19.1.
- 19.3 The Tenant's address for service is the Property address or such other address stated at the beginning of this Agreement or notified to the Landlord in writing after the date of this Agreement.
- 19.4 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Tenant's address given in Clause 19.3.
- 19.5 Any notice sent by first class post shall be deemed to have been served the second Working Day after it was sent.
- 19.6 Any notice delivered personally shall be deemed to have been served at the time the notice is left at the proper address provided it is before 4:30pm or if after on the next Working Day.

20. GENERAL

- 20.1 The failure of a Party to insist in any one or more instances upon the performance of any provisions of the Agreement shall not be construed as a waiver or relinquish of that Party's rights to future performance of such provision and the other Party's obligation in respect of such future performance shall continue in full force and effect.
- 20.2 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable illegal or otherwise invalid in any respect under the law governing this Agreement or its performance, such unenforceability illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable illegal or invalid provisions had never been contained in this Agreement.
- 20.3 If a cheque or any other payment made by the Tenant is rejected or refused by the Landlord's nominated bank the Tenant will be fully liable for all associated costs.
- 20.4 The Tenant will fully and effectually indemnify the Landlord in respect of all legal and other costs of any litigation between the Landlord and Tenant where the Landlord is successful irrespective of the value of the claim or whether the claim is a non-monetary claim.

21. INVENTORY CHECK IN AND CHECK OUT

- 21.1 The Landlord will be responsible for the cost of the preparation of the Inventory and Schedule of Condition at the beginning and at the end of the Term.
- 21.2 In the event that the Tenant is not present for an inventory, the same will be prepared in his absence and the Tenant shall have 10 days within which to raise any concerns relating to the same after which time the Tenant is deemed to have accepted the contents of the Inventory and Schedule of Condition.
- 21.3 The Landlord and the Tenant consent to the use of the Inventory and Schedule of Condition as evidence in connection with any dispute relating to the Deposit.

22. PREPARATION OF AST

The Landlord will bear the cost of the preparation of this Assured Shorthold Tenancy Agreement.

23. OPTION TO BREAK (IF APPLICABLE)

- 23.1 The tenancy can be terminated on or following the Break Date by:
- (a) The Landlord serving on the Tenant written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Landlord's Break Notice'); or
 - (b) The Tenant serving on the Landlord written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Tenant's Break Notice').
- 23.2 Subject to clause 23.1, following service of either the Landlord's Break Notice or the Tenant's Break Notice the Tenancy shall terminate on the date specified in the Break Notice.

24. EARLY TERMINATION BY THE TENANT

If the Tenant vacates the Property before the end of the Term (save for pursuant to any notice to quit or a court order) the Tenant will remain liable for the payment of Rent, utilities and outgoings until the expiry of the Term or until the Property is re-let by the Landlord, whichever is earliest along with any commission which the Landlord is liable for relating to the Tenancy and any reasonable costs incurred by the Landlord as a result of early termination by the Tenant.

25. HOUSING BENEFIT TENANTS (IF APPLICABLE)

- 25.1 The Tenant hereby authorises the Local Authority to discuss with the Landlord or its agent the details of any housing benefit, council tax claims or any other claims made in relation to this Agreement.

- 25.2 The Tenant hereby authorises the Local Authority to pay any housing benefit directly to the Landlord or its agent if so required by the Landlord and permitted by the Local Authority and will give all necessary authorisations and instructions to the Local Authority to do so.
- 25.3 The Tenant agrees to reimburse the Landlord in respect of any housing benefit overpayment which is requested by the Local Authority from the Landlord in relation to this Agreement, either before or after the expiry of the Term.
- 25.4 Notwithstanding Clause 25.1 and 25.2 the Tenant shall remain primarily liable for the payment of Rent and all other monies payable to the Landlord under this Agreement and shall make all payments which the Local Authority for any reason fails to make to, or reclaims from, the Landlord or its agent.
- 25.5 Without prejudice to the generality of Clause 25.4, the Tenant shall pay any shortfall in the amount of Rent after the said payments by the Local Authority.

26. DATA PROTECTION

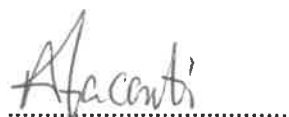
- 26.1 In this clause 26 personal information means “personal data” in the sense defined in the Data Protection Act 2018 (or its replacement) and (so long as it remains law in the United Kingdom or in any other relevant jurisdiction) the EU General Data Protection Regulation 2016/679 (‘GDPR’) (the ‘Relevant Law’).
- 26.2 The Landlord or its Agent will process personal data on if and when necessary in connection with the Tenancy, the Tenant, (and any guarantor of the obligations of the Tenant under this Agreement and to some extent residents in the Property) and will do so in a manner compatible with the Relevant Law.
- 26.3 The Tenant hereby acknowledges that the Landlord or its Agent may disclose the information retained by them in relation to the Tenant to utility providers, the local authority, credit reference providers, debt collection agencies, to their legal and other advisors or as required by the operation of the law.
- 26.4 How to deal with personal data issues:
- (a) The Landlord or its Agent (who can be contacted at the addresses stated at the beginning of this Agreement) will try to resolve any query or concern the Tenant may raise about the Landlord or its Agent’s use of the Tenant’s personal information.
 - (b) The GDPR also provides a right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where the Tenant works, normally lives or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

27. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This Agreement has been executed by the parties on the date stated at the beginning of it. All parties have read this Agreement and acknowledge that this is a formal document designed to create legal rights and obligations. All parties agree to the terms of this Agreement and have been given the opportunity to take legal and/or other advice before entering into the Agreement.

Signed by or for and on behalf of the
Landlord:



Executive Properties Ltd
C/O Chris Anthony Management

Signed by the
Tenant(s):



Marek Kras

ANNEXURE 1

LAWFUL OCCUPIERS OF THE PROPERTY

To be completed prior to the commencement of the Tenancy:

Name	Date of birth (Make a note if under 18, or will turn 18 during the term of the tenancy)	Documents checked	Immigration status (Delete as appropriate)	Date of check
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	

**ASSURED SHORTHOLD TENANCY AGREEMENT
TENANCY DEPOSIT SCHEME**

relating to

Flat 1, 91 High road, London, N22 6BB

Dated 28th of January 2026

Parties:

**(1) Executive Properties Ltd
C/O Chris Anthony Management**

~ and ~

(2) Marek Kras



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

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

CONTENTS

CLAUSE

1.	Interpretation	1
2.	Grant of the Tenancy	4
3.	Deposit (If Applicable)	4
4.	Rent.....	5
5.	Use of Property.....	6
6.	Car Park and Storage	8
7.	Common Parts	8
8.	Insurance	8
9.	Securing the Property.....	9
10.	Assignment or Subletting	9
11.	Repairs and Alterations	9
12.	Contents	10
13.	Utilities and Outgoings	11
14.	Superior Lease	11
15.	Landlord's Covenants	12
16.	Default by the Tenant.....	13
17.	Landlord's Right to Enter the Property and to Display Signs	13
18.	Expiry of the Tenancy	14
19.	Notices.....	15
20.	General	15
21.	Inventory Check In and Check Out	16
22.	Preparation of AST.....	16
23.	Option to Break (if Applicable)	16
24.	Early Termination by the Tenant.....	16
25.	Housing Benefit Tenants (If Applicable)	16
26.	Data Protection.....	17
27.	Governing Law.....	18
ANNEXURE 1		19
Lawful Occupiers of the Property		19

THIS AGREEMENT is made on this 28th day of January 2026

PARTIES

(1) **The Landlord:** Executive Properties Ltd C/O Chris Anthony Management Limited
Whose registered address is at:
3-5 Thane Villas, London, N7 7PH
Company Number: 12064806

(2) **The Tenant:** (1) Marek Kras

AGREED TERMS OF THE TENANCY, DEFINITIONS AND INTERPRETATION

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions:

Building: means: 91 High road, London, N22 6BB

Break Date: means: 6 months from the date of this Agreement

Contents: means: the Landlord's furniture, furnishings, fixtures, fittings and any other items at the Property and as set out in the Inventory and Schedule of Condition.

Common Parts: means: the main entrance to the Building leading from the public highway or any private highway or road and all common areas within the Building (such as hallway, stairs,

corridors, storage areas, electricity and other cupboards and landings) affording access to the Property.

Deposit:	<i>means:</i> £0.00
HA 1988	<i>means:</i> Housing Act 1988.
HA 2004:	<i>means:</i> Housing Act 2004.
Insured Risks:	<i>means:</i> such risks as are typically covered in a freeholder's building insurance policy or any other risks against which the freeholder of the Building decides to insure against from time to time and Insured Risk means any one of the Insured Risks.
Inventory and Schedule of Condition:	<i>means:</i> the list of Contents in the Property and description of the condition of the Property and Contents which will be prepared by or on behalf of the Landlord on, or no later than 3 days after, the beginning of the Tenancy which will form part of this Agreement.
Landlord's Agent:	<i>means:</i> Chris Anthony Management Limited of 3-5 Thane Villas, London, N7 7PH
Landlord's Bank Account:	<i>means:</i> Bank: Barclays Bank Plc Sort Code: 20 – 95 – 61 Account Number: 30697559 Account Name: Chris Anthony Management Ltd.
	Or any other bank account the details of which shall be provided by the Landlord to the Tenant in writing.
LTA 1985:	<i>means:</i> Landlord and Tenant Act 1985.
Property:	<i>means:</i> Flat 1, 91 High road, London, N22 6BB
Rent:	<i>means:</i> £1045.00 per calendar month
Rent Payment Dates:	<i>means:</i> the first rent payment is to be made 28th of January 2026 ('the First Rent Payment Date') and all subsequent rent is to be paid on 28th day of each month thereafter.
TDS:	<i>means:</i> tenancy deposit scheme, as defined in section 212(2) of the HA 2004.
Term:	<i>means:</i> a fixed term of 12 months from and including 28th of January 2026 to and including 27th of January 2027
Tenancy:	<i>means:</i> the tenancy created under this Agreement and any statutory periodic tenancy arising under section 5(2) of the

Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

Working Day: *means:* any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

Superior Lease: *means:* any lease between the Landlord and any superior landlord of the Property.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an Agreement is a reference to this Agreement.
- 1.9 Any reference to Tenancy refers to the tenancy created under this Agreement.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by or on behalf of the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to Clauses are to the Clauses of this Agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy.
- 1.14 A reference to the Tenant includes a reference to its guests (whether permanent or temporary), family members and its successors in title and assignees.
- 1.15 Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. This means that where, for example, the Tenant is more than one person, and they will be liable for all sums due and all obligations under the Agreement, not just liable for a proportionate part.

- 1.16 The obligations of the Tenant arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. GRANT OF THE TENANCY

- 2.1 The Landlord lets the Property together with the Contents to the Tenant and grants to the Tenant the right to use, in common with the Landlord and all others authorised by the Landlord, the Common Parts.
- 2.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.
- 2.3 Once the Term has expired the Landlord is entitled to recover possession under section 21 of the HA 1988 unless the Landlord has served a notice on the Tenant at the start of or during the Tenancy stating that it is not an assured shorthold tenancy. Where the Landlord fails to comply with the TDS requirements the Landlord shall be prevented from recovering possession of the Property using the accelerated possession procedure under section 21 of the HA 1988.

3. DEPOSIT (IF APPLICABLE)

- 3.1 The Tenant shall pay the Deposit to the Landlord or the Landlord's Agent on or before the date of this Agreement which will be held by the Landlord or the Landlord's Agent for the duration of the Tenancy pursuant to the terms of this Agreement.
- 3.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such part of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Property or the Common Parts or the Contents (except for fair wear and tear) caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - (b) make good any damage caused by or due to pets kept in the Property by the Tenant including any associated cleaning or other actions required;
 - (c) replace any of the Contents which may be broken, damaged or missing from the Property;
 - (d) pay any Rent which remains unpaid;
 - (e) pay any accounts for utilities council tax charges or any other taxes or accounts for which the Tenant may be liable which remain unpaid; and
 - (f) pay for the Property, the Common Parts and the Contents to be cleaned if the Tenant is in breach of its obligations under this Agreement.
- 3.3 Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.
- 3.4 The Landlord will provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).

- 3.5 The Deposit will be held by the Landlord or by the Landlord's Agent. The Landlord can transfer the Deposit to another TDS or change the person who holds the Deposit but in either case the Landlord will notify the Tenant of this change in writing.
- 3.6 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS and the provisions of this Agreement.
- 3.7 The Landlord and Tenant agree that any interest accrued from the Deposit shall belong to the Landlord.
- 3.8 During the Term, the Landlord shall be entitled to withdraw monies from the Deposit in order to pay any Rent or other monies due to the Landlord pursuant to this Agreement which the Tenant fails to pay on time. In the event that the Landlord applies monies from the Deposit as aforesaid, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the Tenant of such withdrawal.
- 3.9 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or other monies payable under this Agreement on the ground that a Deposit is held by the Landlord or by the TDS.
- 3.10 The Landlord shall inform the Tenant within 10 Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 3.2.
- 3.11 In the event that the amount owed to the Landlord by the Tenant under clause 3.2 exceeds the amount of deposit held by the Landlord, the Tenant shall pay the shortfall to the Landlord within 7 days of the Landlord informing the tenant of such shortfall pursuant to clause 3.10.

TENANT'S OBLIGATIONS

4. RENT

- 4.1 The Tenant shall pay the Rent monthly in advance on the Rent Payment Dates whether demanded or not, directly into the Landlord's Bank Account by direct debit or standing order directly into the Landlord's Bank Account.
- 4.2 The Tenant shall pay the first instalment of Rent on or before the First Rent Payment Date.
- 4.3 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate in force from time to time on any Rent lawfully due whether demanded or not that is paid more than 14 days after the date on which it became due. The interest will be payable from and including the date the Rent should have been paid to and including the date the Rent is actually paid.
- 4.4 If the Rent is not received by the Landlord on the Rent Payment Dates then the Tenant shall be liable for any legal costs which may be reasonably incurred by the Landlord in chasing payment of Rent.

- 4.5 The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this Clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.6 The Landlord may continue to demand and collect Rent if he is in contemplation of or has issued a claim for possession and the collection of Rent will not constitute a waiver of the Landlord's right to a claim for possession.
- 4.7 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

5. USE OF PROPERTY

- 5.1 The Tenant shall use the Property as a private dwelling, for his personal use only and for the use of the Tenant's immediate family members.
- 5.2 The Tenant shall not use the Property for the purposes of conducting a business or carrying on a trade or profession of any kind.
- 5.3 The Tenant shall not register a company or any other form of business structure at the Property.
- 5.4 The Tenant shall not smoke or permit anyone to smoke inside the Property or in the Common Parts.
- 5.5 The Tenant shall not keep or permit to be kept any pets or any other animals whatsoever in or around the Property or the Building.
- 5.6 The Tenant shall not do in or upon Property or the Common Parts anything which may be or become a nuisance or cause annoyance damage or inconvenience to the Landlord or the tenants of the Building or other property in the neighborhood or to any public local or other authority.
- 5.7 The Tenant shall regularly and properly dispose of all household rubbish and waste.
- 5.8 The Tenant shall not make or permit to be made any loud noise or play any loud radio or music, television or any other equipment or musical instrument in or around the Common Parts at any time or in or around the Property between the hours of 10:00 pm and 8:00 am so as to be an audible nuisance outside the Property.
- 5.9 The Tenant shall not place and/or leave any laundry, dry or wet clothes or any other articles outside the Building or in the Common Parts.
- 5.10 The Tenant shall take all necessary precautions to ensure that all electrical appliances, devices and cables are kept in a safe and usable condition.
- 5.11 The Tenant shall keep the Property well aired and ventilated at all times.

- 5.12 The Tenant shall take all necessary steps and precautions to ensure that there is no outbreak of damp, wet or dry rot or pest infestation at the Property or the Common Parts and if an outbreak of damp, rot or pest infestation is caused by the Tenant's negligence, act or omission then the Tenant will be liable for all remedial costs and will fully and effectually indemnify the Landlord in respect of all remedial costs incurred by the Landlord.
- 5.13 The Tenant shall not remove or replace any of the Contents without the Landlord's prior consent.
- 5.14 The Tenant shall not store any of the Contents or its own belongings outside the Property or in the Common Parts.
- 5.15 The Tenant shall not place or erect any aerial, satellite dish, cable equipment, advertisement, sign or notice board on the exterior or interior of the Building.
- 5.16 The Tenant shall not use or permit to be used any oil stove, paraffin heater, portable gas heater or any other portable fuel or gas burning appliance in or around the Property.
- 5.17 The Tenant shall not bring anything in the Building or do anything to or on the Property or the Building that:
- (a) overburdens the electricity circuit;
 - (b) obstructs the Common Parts and/or any fire exists;
 - (c) causes a nuisance, annoyance, danger or damage to the Property or the Common Parts or the Building or any neighbouring property or to other occupiers of the Building or any neighbouring property;
 - (d) involves using the Property or the Common parts for immoral or illegal purposes; or
 - (e) has the effect of invalidating the insurance that the Landlord has taken out on the Building.
- 5.18 The Tenant shall send the Landlord and the Landlord's Agent a copy of any notice, letter or other communication affecting the Property within 7 (seven) days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 5.19 The Tenant shall be liable for the full cost of all emergency call outs and expenditure related thereto save where such call outs result from the failure of the Landlord's obligations to maintain the Building or Property pursuant to this Agreement.
- 5.20 The Tenant must at all times comply with all relevant laws, rules and regulations relating to the Property and its use and without prejudice to the generality of the aforesaid at no time and under no circumstances shall the Tenant allow the property to become overcrowded and/or allow the Property to be classed and/or used as a House in Multiple Occupation unless an appropriate licence exists for that use.
- 5.21 The Tenant confirms that they (and anyone residing at the Property with them) have the right to stay/remain in the UK and that they are legally entitled to rent the

Property. The Tenant confirms that all relevant and necessary original documents have been disclosed to the Landlord for their inspection prior to the commencement of the Tenancy and that the details entered in Annexure 1 are complete and accurate. The Tenant will promptly inform the Landlord of any time limits imposed on the right of the Tenant (and those residing at the Property with them) to stay/remain in the UK and immediately inform the Landlord if for any reason such right expires, is withdrawn or for any other reason is no longer valid.

6. CAR PARK AND STORAGE

- 6.1 If the Tenant is allocated a car parking space they will only park in the specific space allocated to the Property.
- 6.2 If available and permissible by the local authority and/or any planning permission relating to the Building and/or the Property, it is the Tenant's responsibility to obtain, pay for and maintain any required parking permits and/or resident parking schemes.
- 6.3 The Tenant is only permitted to use any storage areas or bike racks which are specifically allocated to the Property.

7. COMMON PARTS

- 7.1 The Tenant shall use the Common Parts for the purposes for which they are intended and in a manner which is considerate to all other tenants of the Building.
- 7.2 The Tenant shall ensure that no nuisance damage or loss is caused to the Common Parts, reasonable fair wear and tear excepted.
- 7.3 The Tenant shall pay for and/or compensate the Landlord for all damage to the Common Parts caused by the act or omission of the Tenant or any of the Tenant's visitors and also pay for and/or compensate the Landlord for the repair of or replacement of all such items within the Common Parts as shall be broken, lost, stolen, damaged or destroyed by the Tenant or his visitors.
- 7.4 The Tenant shall leave the Common Parts clean and tidy after use at all times.

8. INSURANCE

- 8.1 The Tenant will at all times comply with the requirements of the Landlord's insurance policy for the Building and/or the Property a copy of which can be provided by the Landlord to the Tenant on request.
- 8.2 The Tenant will promptly inform (and provide any required information to) all necessary persons and/or authorities of any damage or destruction caused to the Building, the Property or the Common Parts or the Landlord's fixtures and fittings by an Insured Risk.
- 8.3 The Tenant will be liable to pay for any increase in the Landlord's insurance premium due to the Tenant's failure to comply with the Landlord's insurance policy and/or due

to any act or omission, negligence or misuse of the Building, the Property or the Common Parts by the Tenant or any breach by the Tenant of its obligations under this Agreement which causes an increase in the Landlord's insurance premium.

- 8.4 The Tenant will be responsible for affecting any necessary insurance policy for its own contents and possessions.

9. SECURING THE PROPERTY

- 9.1 The Tenant is responsible for ensuring that all doors and windows to the Property and the Common Parts are kept properly locked, bolted and secured at all appropriate times and that any burglar alarm is activated as and when required and always when the Property is vacant.
- 9.2 The Tenant is not permitted to install add or change any locks passcodes or entry systems at the Building or the Property or the Common Parts without the prior consent of the Landlord in writing save in case of an emergency and in the event that the Landlord provides such consent the Tenant shall supply the Landlord with copies of all new keys and details of all new passcodes.
- 9.3 The Tenant is liable for the reasonable cost of replacement of all locks and bolts or other security devices, keys and key fobs which are broken as a result of an act or omission of the Tenant or lost whilst in the Tenant's possession.
- 9.4 The Tenant is not permitted to change the burglar alarm code or door entry codes (if applicable) without the prior consent of the Landlord in writing.
- 9.5 The Tenant is not permitted to have any additional keys cut for the locks to the Property without the prior consent of the Landlord in writing.
- 9.6 At the end of the Term the Tenant must provide all keys, key fobs or any other security devices to the Landlord or its agent and the Tenant shall bare the full cost of any missing keys, key fobs, and other security devices or of any broken locks.
- 9.7 The Tenant must inform the Landlord if for any reason during the Term the Property will remain vacant for a period of **21 days** or longer.

10. ASSIGNMENT OR SUBLETTING

- 10.1 The Tenant shall not assign, sublet, charge, part with or share possession of the whole or any part of the Property.
- 10.2 The Tenant shall not take in any lodgers or paying guests whatsoever or allow any persons other than those named in this Agreement to reside at the Property.

11. REPAIRS AND ALTERATIONS

- 11.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for reasonable fair wear and tear).

- 11.2 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean; and shall in any event bare the cost of keeping the outside of all windows relating to the Property clean.
- 11.3 If the Property has a private and/or communal garden the Tenant shall keep it clean and tidy, in a good condition and free from rubbish. The Tenant shall not remove or destroy any existing plants, trees, shrubs or any other vegetation or greenery at the Property without the prior consent of the Landlord in writing.
- 11.4 If the Property has any chimney(s), the Tenant will regularly keep it clean and tidy.
- 11.5 The Tenant shall replace all light bulbs, fluorescent tubes and all other lighting as and when necessary with low voltage energy saving light bulbs and shall ensure that all light bulbs are in good working order at the end of the Term.
- 11.6 The Tenant shall replace all fuses as and when necessary with the same type of fuse and shall ensure that all fuses are in good working order at the end of the Term.
- 11.7 The Tenant shall promptly replace and pay for all broken glass with the same quality glass at the Property where the Tenant, or the Tenant's visitors, cause the breakage.
- 11.8 The Tenant shall keep all smoke and all carbon monoxide alarms in good working order at all times and in particular replace all batteries as and when necessary.
- 11.9 The Tenant shall keep clean and tidy and not cause any blockage to the drains, gutters, pipes, vents, extractor fans and ventilation ducts of the Building. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under Clause 15.5.
- 11.10 The Tenant shall not make any alteration, addition, or redecorate the Property.
- 11.11 The Tenant shall not hang pictures or other items on the walls with nails or screws or otherwise damage the walls.
- 11.12 The Tenant shall make good, or if so required by the Landlord, pay for and/or compensate the Landlord for all damage to the Property caused by the act or omission of the Tenant or the Tenant's visitors and also to make good, or if so required by the Landlord, pay for and/or compensate the Landlord for the repair of or replacement of all such items of the Contents as shall be broken, lost, stolen, damaged or destroyed during the Term.
- 11.13 The Tenant shall notify the Landlord promptly and in writing of any items of defect or disrepair (including damp, wet or dry rot and pest infestation) in the Property or the Contents for which the Landlord is responsible for repairing.
- 12. CONTENTS**
- 12.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for reasonable fair wear and tear) as detailed on the Inventory and Schedule of Condition.

- 12.2 The Tenant shall immediately inform the Landlord or the Landlord's Agent of any repairs required to the Contents which form part of the Landlord's obligations to maintain.

13. UTILITIES AND OUTGOINGS

- 13.1 Unless otherwise agreed in writing, the Tenant shall pay the Council Tax or any similar/replacement tax for the Property, all charges for gas, electricity, water and sewerage services, Freeview, Sky, Virgin Media and other television and television licence and internet connection (if the Property has these) and all other utilities and outgoing whatsoever used by the Tenant at the Property.
- 13.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities and is not permitted to alter, interfere or tamper with any of the meters or other installations at the Property.
- 13.3 The Tenant shall be responsible for informing all relevant utility companies and any other relevant organisations of their occupation of the Property at the start of the Term and their vacating of the Property at the end of the Term and provide them with up to date meter readings where and when applicable.
- 13.4 The Tenant shall provide the Landlord with copies of all first utility bills showing the Tenant's full name and the relevant utility reference number and will inform the Landlord of any change in utility provider or information provided to a utility provider by the Tenant.
- 13.5 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 13.6 The Tenant shall not change the telephone number of the Property or transfer the telephone number to another property without the consent of the Landlord in writing.
- 13.7 The Tenant shall on the first and last day of the Term provide the Landlord and/or the Landlord's Agent with all applicable meter readings in writing.
- 13.8 If any of the costs in this clause are payable in relation to the Property together with any other property, the Tenant shall pay a fair proportion of all those costs.
- 13.9 The Tenant shall promptly discharge all unpaid utilities and outgoing incurred during the Term.

14. SUPERIOR LEASE

- 14.1 The Tenant must at all times comply with the terms of and the covenants contained in the Landlord's lease relating to the Property (if applicable) and any Superior Lease (if applicable) save for the covenants to pay rent or service charge and keep the Landlord fully and effectually indemnified against all claims damages reasonable costs and expenses in any way relating thereto.

LANDLORD'S OBLIGATIONS

15. LANDLORD'S COVENANTS

- 15.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 15.2 The Landlord shall use reasonable endeavours to procure that the Property is insured to its full reinstatement value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure his own contents and possessions with a reputable insurer.
- 15.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 15.4 The Landlord shall allow the Tenant, provided that he is paying the Rent and performing the Tenant's obligations under this Agreement, quiet possession and enjoyment of the Property throughout the duration of the Term without any unlawful interruption by the Landlord or any other person rightfully claiming under or in trust for the Landlord.
- 15.5 In accordance with section 11 of the LTA 1985, the Landlord shall use reasonable endeavours to:
- (a) keep in repair the structure and exterior of the Building (including drains, external pipes and gutters and external windows (provided that the cost of cleaning of all external windows relating to the Property shall be borne by the Tenant));
 - (b) keep in repair and proper working order the installations in the Property and Common Parts for the 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 the supply of water gas or electricity); and
 - (c) keep in repair and proper working order the installations in the Property and Common Parts for space heating and heating water.
- 15.6 The Landlord shall not be required to:
- (a) carry out or bear the cost of any works or repairs for which the Tenant is liable by virtue of this Agreement; or
 - (b) keep in repair or maintain or bear the cost of anything which the Tenant is entitled or liable to remove from the Property.
- 15.7 The Landlord shall ensure that:
- (a) all furnishings supplied at the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended;
 - (b) all gas appliances and central heating systems comply with the Gas Safety (Installation and Use) Regulations 1998; and

- (c) all applicable electrical appliances supplied at the Property comply with the Electrical Equipment (Safety) Regulations 1994.

16. DEFAULT BY THE TENANT

16.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt or insolvent under the Insolvency Act 1986;
- (c) the Tenant fails to perform any one of its obligations under this Agreement;
- (d) any of the Grounds 2, 7, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply; or

This Clause 16.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession. Schedule 2 of the HA 1988 can be found by using this link: <https://www.legislation.gov.uk/ukpga/1988/50/schedule/2>. A hard copy can be provided to the Tenant upon request.

16.2 If the Landlord re-enters the Property pursuant to this Clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.

16.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall fully and effectually indemnify the Landlord against professional and other costs and expenses incurred by the Landlord or its agent in remedying such breaches or in connection with the enforcement of those obligations including for the avoidance of doubt the cost of any court proceedings.

16.4 The Tenant shall keep the Landlord fully and effectually indemnified in respect of any loss or damage arising from any claim brought as a result of any breach by the Tenant of any of its covenants and obligations contained in this Agreement irrespective of the value of the claim or whether the claim is a non-monetary claim.

17. LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS

17.1 The Landlord reserves the right for the Landlord, its Agent or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this Agreement;
- (c) to carry out repairs or alterations to the next-door premises;
- (d) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (e) to show prospective tenants or purchasers around the Property.

- 17.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant such consent not to be unreasonably withheld or delayed except in an emergency when no consent is required for such entry.
- 17.3 The Landlord reserves the right to display a "for sale" or "to let" sign on or in the Property and/or on or in the Building at any time during the Term.

GENERAL CONDITIONS

18. EXPIRY OF THE TENANCY

- 18.1 At the end of the Term (however determined), the Tenant shall:
- (a) return the Property and the Contents to the Landlord in the condition required by this Agreement;
 - (b) make good, pay for the repair of, or replace all Contents which have been broken, lost, damaged or destroyed during the tenancy (reasonable fair wear and tear excepted);
 - (c) return all keys to the Property to the Landlord by no later than 4:00 pm on the last day of the Tenancy;
 - (d) ensure that the Property is cleaned to a professional standard including the washing of curtains, carpets, floors and all Contents; and
 - (e) remove all of the Tenant's belongings and all rubbish from the Property and the Common Parts.
- 18.2 The Landlord has the right to recover possession of the Property if:
- (a) the Term has expired; and
 - (b) the Landlord has given two months' prior notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - (c) at least six months have passed since the date of this Agreement.
- 18.3 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 18.4 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property or the Common Parts after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. If the items are not collected within one month, the Landlord may dispose of the items, retain any proceeds of sale for its own use, and the Tenant will be liable for the reasonable costs of such disposal. The costs of removal, storage and disposal may be deducted from the Deposit.

19. NOTICES

- 19.1 The Landlord's address for service is the Landlord's address specified at the beginning of this Agreement or such other address which may be provided from time to time in writing to the Tenant by the Landlord.
- 19.2 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Landlord's address given in Clause 19.1.
- 19.3 The Tenant's address for service is the Property address or such other address stated at the beginning of this Agreement or notified to the Landlord in writing after the date of this Agreement.
- 19.4 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if sent by first class post or delivered personally at the Tenant's address given in Clause 19.3.
- 19.5 Any notice sent by first class post shall be deemed to have been served the second Working Day after it was sent.
- 19.6 Any notice delivered personally shall be deemed to have been served at the time the notice is left at the proper address provided it is before 4:30pm or if after on the next Working Day.

20. GENERAL

- 20.1 The failure of a Party to insist in any one or more instances upon the performance of any provisions of the Agreement shall not be construed as a waiver or relinquish of that Party's rights to future performance of such provision and the other Party's obligation in respect of such future performance shall continue in full force and effect.
- 20.2 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable illegal or otherwise invalid in any respect under the law governing this Agreement or its performance, such unenforceability illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable illegal or invalid provisions had never been contained in this Agreement.
- 20.3 If a cheque or any other payment made by the Tenant is rejected or refused by the Landlord's nominated bank the Tenant will be fully liable for all associated costs.
- 20.4 The Tenant will fully and effectually indemnify the Landlord in respect of all legal and other costs of any litigation between the Landlord and Tenant where the Landlord is successful irrespective of the value of the claim or whether the claim is a non-monetary claim.

21. INVENTORY CHECK IN AND CHECK OUT

- 21.1 The Landlord will be responsible for the cost of the preparation of the Inventory and Schedule of Condition at the beginning and at the end of the Term.
- 21.2 In the event that the Tenant is not present for an inventory, the same will be prepared in his absence and the Tenant shall have 10 days within which to raise any concerns relating to the same after which time the Tenant is deemed to have accepted the contents of the Inventory and Schedule of Condition.
- 21.3 The Landlord and the Tenant consent to the use of the Inventory and Schedule of Condition as evidence in connection with any dispute relating to the Deposit.

22. PREPARATION OF AST

The Landlord will bear the cost of the preparation of this Assured Shorthold Tenancy Agreement.

23. OPTION TO BREAK (IF APPLICABLE)

- 23.1 The tenancy can be terminated on or following the Break Date by:
- (a) The Landlord serving on the Tenant written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Landlord's Break Notice'); or
 - (b) The Tenant serving on the Landlord written notice of not less than 2 (two) months specifying the date on which the Tenancy is to determine (the 'Tenant's Break Notice').
- 23.2 Subject to clause 23.1, following service of either the Landlord's Break Notice or the Tenant's Break Notice the Tenancy shall terminate on the date specified in the Break Notice.

24. EARLY TERMINATION BY THE TENANT

If the Tenant vacates the Property before the end of the Term (save for pursuant to any notice to quit or a court order) the Tenant will remain liable for the payment of Rent, utilities and outgoings until the expiry of the Term or until the Property is re-let by the Landlord, whichever is earliest along with any commission which the Landlord is liable for relating to the Tenancy and any reasonable costs incurred by the Landlord as a result of early termination by the Tenant.

25. HOUSING BENEFIT TENANTS (IF APPLICABLE)

- 25.1 The Tenant hereby authorises the Local Authority to discuss with the Landlord or its agent the details of any housing benefit, council tax claims or any other claims made in relation to this Agreement.

- 25.2 The Tenant hereby authorises the Local Authority to pay any housing benefit directly to the Landlord or its agent if so required by the Landlord and permitted by the Local Authority and will give all necessary authorisations and instructions to the Local Authority to do so.
- 25.3 The Tenant agrees to reimburse the Landlord in respect of any housing benefit overpayment which is requested by the Local Authority from the Landlord in relation to this Agreement, either before or after the expiry of the Term.
- 25.4 Notwithstanding Clause 25.1 and 25.2 the Tenant shall remain primarily liable for the payment of Rent and all other monies payable to the Landlord under this Agreement and shall make all payments which the Local Authority for any reason fails to make to, or reclaims from, the Landlord or its agent.
- 25.5 Without prejudice to the generality of Clause 25.4, the Tenant shall pay any shortfall in the amount of Rent after the said payments by the Local Authority.

26. DATA PROTECTION

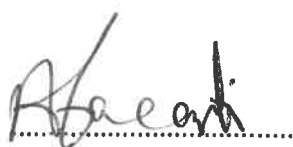
- 26.1 In this clause 26 personal information means “personal data” in the sense defined in the Data Protection Act 2018 (or its replacement) and (so long as it remains law in the United Kingdom or in any other relevant jurisdiction) the EU General Data Protection Regulation 2016/679 (‘GDPR’) (the ‘Relevant Law’).
- 26.2 The Landlord or its Agent will process personal data on if and when necessary in connection with the Tenancy, the Tenant, (and any guarantor of the obligations of the Tenant under this Agreement and to some extent residents in the Property) and will do so in a manner compatible with the Relevant Law.
- 26.3 The Tenant hereby acknowledges that the Landlord or its Agent may disclose the information retained by them in relation to the Tenant to utility providers, the local authority, credit reference providers, debt collection agencies, to their legal and other advisors or as required by the operation of the law.
- 26.4 How to deal with personal data issues:
- (a) The Landlord or its Agent (who can be contacted at the addresses stated at the beginning of this Agreement) will try to resolve any query or concern the Tenant may raise about the Landlord or its Agent’s use of the Tenant’s personal information.
 - (b) The GDPR also provides a right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where the Tenant works, normally lives or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

27. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

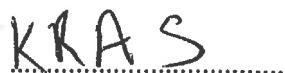
This Agreement has been executed by the parties on the date stated at the beginning of it. All parties have read this Agreement and acknowledge that this is a formal document designed to create legal rights and obligations. All parties agree to the terms of this Agreement and have been given the opportunity to take legal and/or other advice before entering into the Agreement.

Signed by or for and on behalf of the
Landlord:



**Executive Properties Ltd
C/O Chris Anthony Management**

Signed by the
Tenant(s):



Marek Kras

ANNEXURE 1

LAWFUL OCCUPIERS OF THE PROPERTY

To be completed prior to the commencement of the Tenancy:

Name	Date of birth (Make a note if under 18, or will turn 18 during the term of the tenancy)	Documents checked	Immigration status (Delete as appropriate)	Date of check
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	
Tenant:			Unlimited right to rent/ Time-limited right to rent, expiring on:	