



**ASSURED SHORTHOLD TENANCY
AGREEMENT
For letting a residential dwelling**

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured short hold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.



Date: 27 January 2023

Landlord(s) : Mr Hasan Kassim

Landlord Address : 20 Townsend Avenue , London N14 7HH

Landlord's Agent David Key, 569 Green Lanes, N8 0RL

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s) BirchTree Care Ltd

Property The dwelling known as 30 Rowley Road, London N15 3AX

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term for the term of thirty-six months commencing on the 31 March 2021

Rent £2,400.00 pcm per calendar month
Payment in advance by equal payments on the 31st of each month

Deposit A deposit of £0.00 is payable on signing this Agreement

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents (as listed in the inventory) for the Term at the Rent payable as above

2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy.

The Tenant agrees with the Landlord:

3. Rent & charges

(3.1) to pay the Rent on the day and in the manner specified by the Landlord or his Agent.

(3.2) to pay promptly to the authorities to which they are due council tax, water and sewerage charges, gas, electric, telephone, broadband, TV License (if any) and any other bills relating to the Property, where they are incurred during the period of the agreement. Including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above.

(3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or his Agent reasonable expenses.

(3.4) That if the Tenant does not pay the rent due to the Landlord under this agreement on the due date, the Tenant will be liable to pay a late fee of £20 per day for every day late.

BANK DETAILS: DAVID KEY / SORT CODE: 20-37-21 / ACCOUNT NO: 73425959 / REF: PROPERTY ADDRESS

Initial (Landlord): H

Initial (Tenant): [[Tenant Tags - Initials

Date: 27 January 2023

David Key Property Ltd | 569 Green Lanes | London | N8 0RL

W: www.David-Key.com | E: Harringay@david-key.co.uk | T: 0207 100 0754



- (4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement, to be agreed in writing. The new Tenant will be subject to reference checks at the previous Tenants expense.
- (4.2) to use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (4.3) not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighboring premises
- (4.5) Not to smoke or keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbors) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- (4.6) Not to use the Property for any illegal or immoral purposes
- (4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

5. Repairs

- (5.1) not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord not to be unreasonably refused
- (5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed. Where condensation may occur, to take care, wipe down and clean such areas with anti-fungal treatments, as required to stop mold growth, which may cause damage to the premises, its fixtures and fittings.
- (5.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property
- (5.4) That the Landlord or any person authorized by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy
- (5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants
- (5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests
- (5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord. If any locks shall be installed or changed without the prior written consent, the Landlord or his Agent shall be entitled to enter the property and remove the same at the Tenants expense such to be payable within 14 days of demand.
- (5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event, which causes damage to the Property
- (5.9) Not to affix any notice, sign, poster, aerial, satellite dish or other thing to the internal or external surfaces of the Property in such a way as to cause damage

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- (5.10) to take all reasonable precautions to prevent damage by frost



(5.11) In order to comply with the Gas Safety Regulations, it is necessary:

- (a) that the ventilators provided for this purpose in the Property should not be blocked
- (b) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels or any inflammable liquids without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary. The Tenant shall also be responsible to replace all light bulbs, fluorescent tubes and electrical fuses as and when necessary.

(5.15) To carry out within one month of the service of a written notice all repairs or other works for which the Tenant is responsible and if the Tenant shall fail to comply with such notice then the Landlord or his Agent may enter the property with tradesmen and carry out such works at the Tenants expense such to be payable within 14 days of demand.

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement

(6.3) Within the two months' notice period permit the Landlord or any person authorized by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers.

(6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it

(6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary

(6.6) In the event of the Tenant vacating the property prior to the expiration of the term, the Tenant shall be responsible to compensate the Landlord any sums paid to the Agent as a form of commission for the remainder of the term. The Tenant agrees that the Landlord may deduct the said amount from the deposit without further notice.

(6.7) To keep all refuse outside the property in the bin(s) provided and to keep such areas designated to refuse tidy at all times.

(6.8) Not to order any works, repairs or alterations in respect to the property or otherwise. Nor to enter into or purport to enter into any contracts on behalf of the Landlord.

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7. End of Tenancy/ Changes to Agreement

(7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy.

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy



- (7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned
- (7.4) Tenant shall compensate the landlord for expenses incurred relating to the "checkout pictures" (£99.00). Where tenant agrees the cost and disbursements in relation to the inventory "check out" at the end of the Tenancy and pay the inventory clerks.
- (7.5) To remove all goods and personal effects left by the Tenant. Any goods or personal effects left on the premises and not removed within 14 days of the termination date, or the end of the tenancy (whichever is sooner) shall be deemed abandoned and will be disposed of. The Tenant agrees that the Landlord may deduct the said amount from the deposit without further notice.
- (7.6) To make proper and adequate arrangements to have mail forwarded to the Tenants forwarding address. The Tenant acknowledges that such arrangements are his sole responsibility and are not the responsibility of the Landlord. The Tenant also acknowledges that the Landlord will not be responsible for any losses that the Tenant may suffer as the result of such arrangements being made after the termination date, or the end of the tenancy (whichever is sooner).
- (7.7) To return any goods, electrical or otherwise that have been hired by the Tenant to their provider and to pay all costs and charges incurred by the Landlord as a result of failure to do so.

8. The Landlord agrees with the Tenant that:

- (8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement
- (8.2) In the event that the Property is rendered uninhabitable by fire or flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination.
9. Subject to the condition that the Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:
- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
 - (b) comply with the obligations set out in the agreement,
- Then the landlord may re-enter the Property and end the tenancy.

This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property

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10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property

"The Agent" includes the persons who have been appointed by the Landlord to act on their behalf

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfill their obligations

12. The parties agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) the tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

13. The Property is let together with the special conditions (if any) listed in the First Schedule attached here to

13.1 Above addressed property does not have house in multiple occupation HMO license and it is therefore the tenant's responsibility that such applicable laws are adhere to.

THE FIRST SCHEDULE:

The Landlord and the Tenant agree that if the Tenant/Landlord wishes to terminate this Agreement on or after from contract date. The Tenant/ Landlord give no less than 2 months' notice in writing to that effect. On expiry of the Notice the Tenancy shall end but this does not cancel any outstanding obligations which either party owes to the other.

I/We confirm, we have received copies of the following documents of this Tenancy and contained within our welcome pack:

EPC

GAS SAFETY CERTIFICATE

HOW TO RENT GUIDE

SIGNED by the LANDLORD (S):
(Or the Landlord's Agent)

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SIGNED by the TENANT (S):

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