

ASSURED SHORTHOLD TENANCY AGREEMENT

COMMENCEMENT DATE: **01st February 2016**

LANDLORD: **Mr Hasan Mustafa Kasim**

(Hereinafter called the Landlord(s))

TENANT: **Mr Andreas Sousa**

(Hereinafter called the Tenant(s))

PROPERTY: **30 Rowley Road N15 3AX, Room 2**

Together with the furniture, equipment and effects therein.

TERM: Periodic Agreement

RENT: **£600.00 PCM**

All bills are included

DEPOSIT : **£600.00**

PAYABLE: **in advance on the 1st day of every month**

- A. The Landlord lets, and the Tenant takes the property for the Term and the Rent payable above.
- B. This Agreement incorporates the Lettings Provisions annexed hereto.
- C. The Landlord hereby gives notice to the Tenant that this agreement is intended to create an Assured Shorthold Tenancy as defined in section 20 of the Housing Act 1988 and the provisions for the Landlord in section 21 as amended by the Housing Act 1996 thereof apply accordingly.
- D. This is a rolling agreement commencing from **1 / 02 / 16** until such time a notice period of no less than **two months** must be given, not before a **Six months'** period. **"The landlord and the Tenant may terminate this agreement at any time after the first 6 months of the tenancy by giving to either party two calendar months notice in writing of their intention to terminate the tenancy"**

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LETTING PROVISIONS

1. Where the context admits: -

- (a) "The Landlord" includes the person for the time being entitled to the reversion immediately expectant on the tenancy hereby created.
- (b) The "Tenant" includes the person deriving title under the Tenant.
- (c) The "Property" includes any part or parts of the property and the fixtures, furniture, equipment and effects therein or any of them.
- (d) Any consent required from the Landlord under the provisions hereof may be given by the Agent and any notice required to be given by or to the Landlord shall be sufficiently given or served if given by or to the Agent.
- (e) The maximum number of tenants allowed must not **exceed 2 people**. If additional tenants are granted there will be an additional charge of rent and further deposit and this Agreement will be reassigned.
- (f) This tenancy comes with a four-month break clause, **with two months notice after six months**.

2. The Tenant shall: -

- (a) Pay the rent at the time and in the manner aforesaid without any deductions or abatement whatsoever.
- (b)
 - (i) Arrange forthwith with the relevant authorities for all accounts in respect of gas, electricity, water and the telephone (if any) at the property to be addressed to the Tenant in his own name and to pay for all standing charges in connection with the same and all charges for gas, water and electricity which shall be consumed or supplied on or to the Property during the tenancy and the amount of all charges made for the use of the said telephone and not to allow any of the said services to be disconnected, altered or removed and shall ensure that the said services are operating throughout the tenancy and the Tenant shall not change or permit to be changed the number of the telephone and not to transfer the said number at the end of the tenancy.
 - (ii) Without prejudice to the generality of the forgoing arrange to discharge accounts for all such services for the period down to the date of the expiration sooner determination of the tenancy.
 - (iii) Throughout the Term to pay the Council Tax in respect of the property.
- (c) Use the property in a tenant-like manner.
- (d) Keep the interior of the Property and all fixtures and fittings therein in the same good clean state and condition and repair as it was in at the date hereof (fair wear and tear and damage by accidental fire or other risk insured against by the Landlord only excepted unless the relevant policy of insurance shall have been rendered void or voidable or payment of the whole or part of the insurance monies refused in consequence of some act or default on the part surrendered by the Tenant) and immediately replace all broken glass.
- (e) Replace all fuses, light bulbs and fluorescent tubes as and when necessary.
- (f) Preserve the furniture equipment and effects from being destroyed or damaged and make good, pay for repair or replace with articles of a similar kind and of equal value such of the furniture, equipment and effects as shall be destroyed, lost, broken or damaged (fair wear and tear and damage by accidental fire or other risk insured against by the Landlord only excepted unless the relevant policy of insurance monies refused in consequence of some default on the part of or suffered by the Tenant).
- (g) Keep or procure to be kept the garden at the property (if any) in good order, the grass and the borders free from weeds and not to lop cut down remove or injure any tree, shrub or plant growing upon the premises or alter the general character of the garden and throughout the

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tenancy cultivate the garden in a reasonable manner according to the season and similarly to tend keep in good heart any houseplants in the property.

- (h) Deliver up to the Landlord the property and all new fixtures and additions thereto (except such as the Tenant shall be entitled by law to remove) and the furniture, equipment and effects specified in the inventory or the articles substituted for the same at the expiration of the Term and condition and repair as aforesaid and the said garden clean, tidy and properly tended.
- (i) Keep cleansed and free from obstruction all gutters, sewers, drains, sanitary, apparatus, water and waste pipes and ducts belonging to or forming part of the property and replace all washers and to keep the Landlord and all other tenants and occupiers of the building of which the Property forms part fully indemnified against failure to comply with this covenant.
- (j) Leave the furniture, equipment and effects at the expiration or sooner determination of the Term in the rooms or places in which they were at the commencement of the tenancy and in good state of repair, fair wear and tear excepted.
- (k) Pay for washing (including ironing or pressing) of all linen and for the washing and cleaning (including ironing or pressing) of all counterpanes blankets and curtains.
- (l) Permit the Landlord and the Superior Landlord (if any) or their respective Agents with or without workmen and others at all reasonable times during the Term upon reasonable notice (except in case of emergency) to enter the property for the purpose of repairing and painting the outside thereof or of carrying out or completing any structural or other necessary or proper repairs to the property or maintenance of any of the said fittings and equipment.
- (m) Permit the Landlord his Agent and those with authority from the Landlord or the Landlord's Agent during the last eight weeks of the Term (howsoever determined) or at any time during the Term in the event of the Landlord wishing to sell or otherwise deal with its reversion between the hours of 9 am to 9 pm Monday to Saturday inclusive to view the property upon reasonable notice.
- (n) Permit the Landlord or his Agent with or without workmen and others upon giving reasonable notice (except in emergencies) to enter the property at all reasonable times during the daytime for the purpose of examining the state and condition of the interior of the Property and of the furniture equipment and effects therein and thereupon to permit the Landlord or the Agent to give the Tenant notice in writing of all dilapidation wants of repair, cleansing, painting, amendment or restoration to the Property then found and the responsibility of the Tenant hereunder and of all such destruction loss breakage or damage of or to the furniture, equipment and effects as the Tenant shall be bound to make good then found and by such notice to require the Tenant to repair cleanse paint amend and restore and make good the same respectively within one month from the service of such notice or forthwith in an emergency or if the Tenant fails to execute the aforementioned work within the said period of one month then permit the Landlord to enter the property to execute the aforementioned work and pay to the Landlord all the expenses of any such work upon demand on a full indemnity basis.
- (o) Not remove the furniture, equipment and effects specified in the Inventory (if any) or any part thereof or any substituted furniture, equipment and effects from the Property and not, unless otherwise agreed, to bring to the Property any of the Tenant's own furniture and equipment.
- (p) Not assign underlet charge or part with or share possession of the property or any part thereof.
- (q) Not carried on or permit to be carried on from the property any profession trade or business whatsoever or let any part of the Property or receive paying guests in the Property but use the same as a private residence in the occupation of the Tenant and his immediate family.

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- (r) Not leave the Property vacant on unoccupied for a period in excess of 28 consecutive days without giving written notice to the Landlord or his Agent of the intention so to do and obtaining written acknowledgement from the Landlord of such notice.
- (s) (i) Not alter or install any locks on the doors or windows in or about the property without the prior written consent of the Landlord or his Agent.
 (ii) If additional keys are made deliver the same up to the Landlord together with all original keys at the expiration or sooner determination of the Tenancy and in the event that any such keys have been lost to pay to the Landlord any costs incurred by the Landlord in replacing the locks to which the keys belonged.
- (t) Not do or suffer to be done any act or thing which may be a nuisance or annoyance to the Landlord or to the occupiers of any adjoining premises or which may vitiate any insurance of the Property or the contents thereof against fire or otherwise increase the ordinary premium thereon and in particular without prejudice to the generality of the forgoing not to use or play any electrical or musical instruments of any of practice and singing in the Property so as to cause annoyance to nearby residents or occupiers of at all so as to be audible outside the Property between the hours of 10pm and 9am.
- (u) Not to affix or exhibit permit or suffer to be affixed or exhibited on or from the Property so as to be visible outside the same flag placard sign poster of and description and not to affix to the windows or the Property externally and Venetian or other blinds except such colour or construction as shall be previously approved in writing by the Landlord and not to hang or expose in or upon any part of the Property so as to be visible from the outside any clothes washing of any description or any other articles except in the external area (if any) specifically set aside for this purpose.
- (v) Have all chimneys and flues thoroughly swept and cleansed as often as necessary.
- (w) Clean all the windows of the property and all net curtains therein at least once every month of the tenancy and at the end of the tenancy.
- (x) Not to deposit anything elsewhere than in any receptacle or tank provided for the purpose nor to keep any combustible or offensive goods or material on the Property. Not to block deposit or put noxious or damaging substances into the receptacle or tank provided sinks baths lavatories cisterns or waste or soil pipes in the Premises or allow them to overflow or keep any combustible or offensive goods or material on the Property
- (y) Not permit any waste spoil or destruction to the Property.
- (z) Not keep any animals, birds, reptiles or rodents on the Property without prior written consent from the Landlord or the Agent.
 - (i) Not to allow any children of or in the control of the Tenant to play in any of the common areas of the Premises
 - (ii) Not to leave anything in the common areas of the Premises.
 - (iii) To ensure that all gas/electrical switches lighting cooker hobs and any other switches are turned off when not in use.
- (aa) Ensure that whenever (and for however short a period) the Property is left vacant or unattended all the external doors and windows are properly secured by all locks and means provided by the Landlord and the burglar alarm (if any) is activated.
- (bb) (i) Not pull down, alter, add to or in any way interfere with construction or arrangement of the property or the internal or the external decoration or decorative scheme or colours thereof.
 (ii) Not do or permit to be done anything upon the Property which shall cause damage to or deterioration of the internal surfaces thereof or the coverings or decoration of or to such surfaces an in particular without

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- (iii) prejudice to the generality of the foregoing shall no hand affix place or stand any picture placard poster of similar item upon in or against any wall and shall not pierce nail pin screw peg or bolt any walls or ceilings.
- (cc) Procure that at all times during the Term there is a current valid television receiving licence in force in respect of any television set in the Property.
- (dd) (i) Perform and observe at all times during the tenancy the lessees or tenants covenants (other than the covenants as to payment of rent and service charge) and the conditions and stipulations contained in the Lease under which the Landlord holds property insofar as such performance and observance is not the sole responsibility of the Landlord under the terms thereof and indemnify the Landlord from and against all actions costs claims and demands arising out of any breach non-observance or non-performance thereof so far as aforesaid provided always that the covenants and conditions and stipulations aforesaid shall not operate so far as to confer upon the Tenant any right power or privilege which is not expressly granted by this Agreement.
- (ii) Not do any act matter thing which under the terms of the said Superior Lease requires the approval of the Superior Landlord without obtaining such approval in addition to any approval of the Landlord required by the terms of this Agreement in all cases at the Tenants own expense whether or not such approvals are granted.

3. PROVIDED ALWAYS and IT IS AGREED HEREBY as follows: -

- (a) (i) If the rent or any instalment or part thereof shall be in arrear or unpaid for at least 7 days after it shall have become due (whether legally demanded or not) or
- (ii) In the event of the breach of any of the agreements on the part of the Tenancy contained or implied or
- (iii) If the Tenant being an individual shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation as a solvent company) or if the Tenant shall enter into any composition with his creditors or suffer any distress on his goods in the Property

Then the Landlord may by way of a right of termination to re-enter on the Property and immediately there upon the tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

- (b) Any notice under this Agreement to the Landlord shall be served on the Landlord personally or by registered post and deemed to be received 48 hours after posting.

In the event of any payment hereunder being unpaid for 7 days' interest shall accrue thereon at the rate of 4% above Barclays Base Rate.

- (c) The Tenant shall keep the Landlord indemnified against any failure to pay the Council Tax and utilities as provided hereunder.
- (d) The rent hereunder shall be paid by standing order if so required by the Landlord.
- (e) If any cheque or standing order tendered by or for the Tenant for any payment due under this Agreement is dishonoured, not paid or is paid late then the Tenant shall pay the Landlord by way of further rent the sum of £10.00 in respect of each and every such occurrence and to pay £10.00 for every letter notice or any correspondence required to be sent in relation to rent arrears or breach of contract by the Tenant

4. The Landlord agrees with the Tenant as follows: -

- (a) That the Tenant paying the rent and performing the agreements on the part of the Tenant herein contained may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming for him.

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- (b) To return to the Tenant any rent paid in advance for any period while the property is rendered uninhabitable by reason of fire or other such insured risk (unless the result to the act or default of the Tenant) the amount in case of dispute to be settled by arbitration.
 - (c) To pay the rent reserved by any Superior Lease and observe the terms and conditions thereof so far as it is not the Tenants responsibility so to do pursuant to the terms hereof and pay all taxes assessments and outgoings in respect of the Property except for those taxes, assessments and outgoings that the tenant is obliged to pay under or pursuant to this Agreement.
 - (d) To insure or if the Superior Lease provides for the Superior Landlord to insure to endeavour to procure the insurance of the Property (and the said furniture, fixtures and effects) with a reputable company and to keep the same insured during the period of the tenancy against loss by fire and other such risks as are normally covered by a comprehensive insurance policy.
 - (e) To keep in repair and proper working order the installation contained in the Property for the supply of water, gas and electricity and all mechanical items including washing machine, dishwasher and other similar mechanical or electrical appliances (save and except for any radio or television sets) as are included in the inventory and **PROVIDED** that this Agreement shall not be construed as requiring the landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Property and furniture, equipment and effects in a tenant-like manner and **PROVIDED FURTHER** that the Tenant shall indemnify the Landlord in respect of the cost of repairs to such installations or items resulting from misuse of the same howsoever and by whomsoever caused and subject to the Tenant meeting the first £150.00 of each and any such cost of repair or works.
5. The Tenancy Agreement shall take place subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy.
6. In this Agreement words importing the masculine gender shall include reference to the feminine gender and reference to the singular shall include the plural and where the Tenant consists of two or more persons all covenants by and with the Tenant shall be deemed to be by and with such persons jointly and severally.
7. No drawings should be stuck on the walls anywhere in the property with any gluing substances blue tack or tape.
8. Both the Landlord and the Tenant may bring this Tenancy Agreement to and end after the first six months by giving no less than two months' written notice after the first six months.

This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the English Courts.

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I/We **hereby** confirm that I/We have been served with the following information: -

Prescribed Information in relation to the protection of the deposit

Terms & Conditions relating to Tenancy Deposit administrator

A valid EPC

A valid Gas Safety Certificate

A valid Electrical certificate

"How to rent: the checklist for renting in England"

Landlord Bank details:

SIGNED by the said **TENANTS**



Date: 1.2.16

Date: _____

SIGNED by the said **LANDLORD**



Date: 01/02/2016

