

AGREEMENT
Assured Shorthold Tenancy - Under Part I of the Housing Act 1988
as amended under Part III of the Housing Act 1996.

Landlord:
Pattalis Ltd

Tenant:
Mr Danilo Villegas

Premises: The dwelling-house described as: **Second Floor Flat**
situated at and being:

369 Green Lanes
Harringay
London
N4 1DY

Together with its fixtures and fittings and also the items in the inventory (if any).

Term: For a fixed period of **6 Months**
Commencing on **21/09/2015**

Rent: **£ 1300.00 per calendar month**
Payable every **calendar month** by equal payments in advance
First payment due on **21/09/2015** and
every **calendar month** thereafter on the same day in each **calendar month**

Deposit: **£**

Landlord's Agent:
Alpha-Lets (UK) Ltd
371 Green Lanes
Harringay
London N4 1DY
0208 809 6144

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Generally

1. This agreement is for the letting of a dwelling which is either unfurnished or has been furnished in accordance with the inventory signed between the parties.
2. This agreement is intended to create an Assured Shorthold Tenancy in accordance with Section 19A of the Housing Act 1988, as inserted by Section 96 of the Housing Act 1996.
3. The provisions for recovery of possession of the premises, by the Landlord, contained in Section 21 of the Housing Act 1988 as amended by Sections 98 and 99 of the 1996 Housing Act apply.
4. This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985, where applicable to this tenancy. This makes provision for the landlord to repair the structure and exterior of the premises and certain installations in the premises.
5. The landlord is the person or persons stated, or any person entitled to possession if the tenancy were to end.
6. The tenant is the person or persons stated, or any person deriving title under the tenant.
7. Where either party is two or more people, their obligations and liabilities, under this agreement are joint and individual. Where his or he appears read his/her or he/she.
8. The premises are the dwelling stated, together with any outside space or garden and, where applicable, the landlords fixtures and fittings in the premises or as stated in the inventory (if any).

Head lease

9. Where the landlord's interest is derived from another lease, the head lease, the tenant will observe the restrictions in the head lease applicable to the premises. In this case the premises will be subject to the reservations and rights of entry stated in that head lease.

Communal areas

10. Where the premises are only part of a building, the tenant will have access (in common with others) to appropriate access ways and hallways or other shared facilities, but only to the extent that the landlord can lawfully grant the same.

Deposit

11. The deposit as specified (if any) shall be paid by the tenant on the signing of this agreement and is to be held by the landlord (or his representing agent under a registered deposit scheme [for which the tenant will receive notification of such placement having been carried out within 30 days from the date of moving in or the tenancy agreement having been completed]) for the duration of the tenancy as security against the tenant's failure to pay the rent or non performance of his obligations laid down within this agreement. This includes any breach by the tenant of his obligations as to the cleaning of the premises, the cleaning of any fixtures and fittings therein and the return of all keys and ensuring that all accounts such as Gas, Electricity, Water & Council Tax have been closed and the tenant having presented written copies of any such final bills and/or statements received showing the confirmed final readings and the account closed.

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12. The deposit is not to be used by the tenant towards the final rent payment. The deposit will be returned to the tenant (without interest and less any relevant deductions) within 10 days of the termination of the tenancy and the vacation of the premises. Where there is more than one right to make a deduction, the landlord has the right to appropriate the deposit as he sees fit.

Forfeiture

13. Where the rent, any part of it, or any other sum due from the tenant under this agreement, is in arrears of fourteen days or more after it has become due (whether legally demanded or not), or where there is a breach of any of the obligations on the part of the tenant, the landlord may re-enter the premises (or any part thereof) and the tenancy will immediately be determined without prejudice to any other rights and remedies of the landlord. This is subject to any statutory restrictions on the landlords power to do so. A court order will be required if anyone is residing at the premises.

Interest on payments in arrears

14. Where the rent or any other sum due from the tenant, under this agreement, is in arrears (whether legally demanded or not), the outstanding sum shall be subject to interest from the date when the same became due until the date of payment, at 4% above the prevailing base rate of Barclays Bank Plc.

Rent

15. The tenant will pay the rent in the manner and at the times specified within this agreement.

Misuse

16. The tenant will use the premises in a tenant like manner only as a private dwelling house and will not (nor allow others to) use it for any improper, immoral or illegal purposes.

Damages

17. The tenant will not (nor allow others to) cause any damage or injury to the premises, but will preserve the premises in the same condition that they were given over to the tenant, reasonable wear and tear and accidental damage by fire or any other risk against which the landlord has effected insurance excepted.

Noise and nuisance

18. The tenant will not (nor allow others to) cause annoyance or disturbance to the landlord, other tenants or any neighbours.

Trades

19. The tenant will not (nor allow others to) carry out any profession, trade or other business on the premises.

Insurance

20. The tenant will not (nor allow others to) do anything which may make void (or increase the premium of) any relevant insurance policy.

Assignment, subletting and sharing

21. The tenant will not (nor allow others to) assign, sublet, part with possession of the premises in any way or receive paying guests on the premises.

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Alteration of premises

22. Without the express written permission of the landlord, the tenant will not (nor allow others to), place or attach any pictures, paintings, posters or the like on the interior of the premises.
23. Without the express written permission of the landlord, the tenant will not (nor allow others to), place any signs, notice board or other advertisements or the like on the exterior of the premises.
24. Without the express written permission of the landlord, the tenant will not (nor allow others to), remove any of the items specified in the inventory (if any) or any of the landlords possessions, from the premises.
25. Without the express written permission of the landlord, the tenant will not (nor allow others to) change any of the decorations, furnishings or any of the fixtures or fittings, (where applicable).
26. The tenant will not (nor allow others to) make any alterations to the premises.
- 27a. Where the landlord has shown a willingness or has agreed (in principal) for the tenant to make alterations to the property; the tenant must provide the landlord with a written request stating the precise nature of any such intended alterations (including any plans, drawings, colours to be used [etc]) and to obtain the landlord's written approval to such alterations prior to commencement. The tenant is expressly prohibited from carrying out any unauthorised alterations on other works. Where it has been agreed that doors and/or locks can be added or replaced; the tenant must provide the landlord and/or his representing agent copies of any keys to the same (including any additional keys for any other persons) where there is more than one right of access (i.e.) door locks affecting communal areas or passage.
- 27b. Within one month prior to the end of the Term/Tenancy (whichever is applicable) the tenant shall at the tenant's sole cost remove and dismantle all alterations and works to re-instate the premises to the same condition and appearance as existed prior to such alterations and works. The tenant shall be free to apply to the landlord for written permission to waive this obligation provided however the landlord's decision shall be exercisable at the landlord's discretion and whose decision shall be final.

Pets

28. Without the express written permission of the landlord, the tenant will not (nor allow others to), keep or allow pets of any kind on the premises. Any permission which is given, may be cancelled by the landlord.

Cleaning and maintenance

29. The tenant is responsible for cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatory cisterns, drains, gutters, pipes, chimneys, and the like (where applicable).
30. The tenant is responsible for the maintenance of any garden areas and for keeping such areas neat and tidy and free from weeds, with any grass kept cut.
31. The tenant shall keep the interior of the premises in good repair and condition and in good decorative order.

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32. The tenant is responsible for the cleaning of any carpets, curtains, furnishings or other items listed in the inventory .
33. The tenant is responsible for the cleaning of the windows and for immediately replacing any broken glass, howsoever caused.
34. The tenant must ensure that all refuse is placed outside the building in tied dustbin bags and those bags are to be placed (if provided) into dustbins for collection by the local authority and to ensure that it is regularly collected by the local authority. All refuse must be kept in a suitable place outside the building so as not to cause any obstruction of access or to be left for lengthy periods so as to cause the exterior of the premises to look unsightly and in which instance all refuse should be brought to the front of the building for collection (if there are no dustbins) either on the night before or the same day that the local authority will attend to make collection of the same.

Supplies

35. The tenant is responsible for informing the relevant Authorities and for the payment of bills generated for the supply and consumption of any services such as Gas, Electricity, Telephone, Water etc. The tenant will not do anything that may cause the disconnection of any of these supplies

Council tax

36. The tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made thereunder) to pay Council Tax (or any similar tax or levy).

Rights of access

37. The tenant will allow the landlord (or his agent) access to the premises at reasonable hours during the day, to inspect the premises and effects therein and to carry out any works the landlord deems necessary. The tenant must not change locks or security codes (where applicable) without the prior written consent of the landlord, and must supply the landlord with set/s of keys or the new code immediately upon replacement. The tenant must report immediately to the landlord if keys, security codes or devices are lost or compromised during the Term and must make immediate steps to provide new keys or the security code or device immediately upon replacement. The tenant must hand over to the landlord all keys and security devices or codes by 12 noon on the date the Term ends (or any other time where this has been agreed and confirmed with the landlord or his agent beforehand).
38. The tenant will allow the landlord (or his agent) access to the premises at reasonable hours during the final 28 days of the tenancy, to show the premises to prospective tenants or at any time to show the premises to a prospective purchaser or anyone acting on his behalf.

Unattended property

39. Whenever the premises are left unattended the tenant must fasten all locks to all doors and windows and activate any burglar alarm, to avoid unauthorised access to the premises. The tenant should notify the landlord if he intends to leave the premises vacant for a period in excess of 28 consecutive days.

Vacation of premises

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40. The tenant will return the premises to the landlord at the end of the tenancy in the same condition and state of repair as at the commencement of the tenancy, reasonable wear and tear and accidental damage by fire or any other risk against which the landlord has effected insurance excepted.
41. The tenant will clear all his own personal effects and any rubbish from the premises on or before the end of the tenancy.
42. The tenant will return all the keys for the premises, to the landlord, at the end of the tenancy.

Quiet possession

43. The landlord agrees with the tenant that subject to the tenant paying the rent and observing and performing the obligations on the part of the tenant may quietly possess and enjoy the premises during the tenancy without any interruption from the landlord or any person claiming under or in trust for the landlord.

Gas safety regulations

44. The landlord is responsible for the service and maintenance of any gas heating system and for ensuring that all gas appliances within the premises are annually certified by a British Gas or CORGI registered technician, in accordance with The Gas Safety (Installation and Use) Regulations 1994.

Furniture safety regulations

45. The landlord is responsible for ensuring that any furniture supplied by the landlord complies with The Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended (but subject to the transitional provisions of those regulations).

Outgoings

46. The landlord is responsible for indemnifying the tenant against all outgoing and assessments in respect of the premises, except those stated as being the tenant's responsibility.

Damage by fire

47. The landlord is responsible for returning to the tenant any portion of rent paid for any period that the premises is rendered uninhabitable by fire or other risk against which the landlord has effected insurance.

Necessary consents

48. The landlord warrants that any consents necessary to enable him to enter into this agreement, (whether from superior lessors, mortgagees or others), have been obtained.

Definitions

49. Any reference to the premises includes a reference to any part of the premises. Any reference to the tenancy or the term includes any extension or continuation of the term and any statutory periodic tenancy. Any reference to any items specified in the inventory (if any) or the fixtures and fittings is a reference to any of them. Any reference to any statutory enactment or regulations includes a reference to any amendments or modifications to the same.

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Notices

50. The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 relating to the service of notices, apply to any notice authorised or required to be served under this Agreement or any Statutory Provision relating to the tenancy.

Section 48 of the Landlord and Tenant Act 1987

51. The tenant is hereby notified that in accordance with section 48 of the Landlord and Tenant Act 1987, the address for the tenant to serve Notices on the landlord (including Notices in proceedings), is given here:

**18 Oakwood Park Road
Southgate
London N14 6QG
Tel: 07956 225 032**

Cleaning of Property by the Tenant (End of Tenancy)

52. Subject to the property having been professionally cleaned prior to the commencement of the tenancy and the tenant satisfied that the property has been handed to them in such a condition; that the tenant agrees upon hand back of the property that a professional cleaner will be employed by the tenant (at their own cost) and so as to ensure that the property is handed back in the same clean state as presented at the commencement of the tenancy and will provide such evidence by presentation of any legitimate receipts confirming the payment for any such services to the property. Where there is any failure by the tenant to return the property in a clean and satisfactory state as required (and failing to have provided evidence of any professional cleaning services employed) that the landlord reserves the right to employ cleaners of their own choosing at a cost to be met by the tenant or to be reasonably deducted from any deposit held.

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The landlord hereby agrees to let the premises and the tenant hereby agrees to take the premises for the rent, period and in accordance with the conditions stated within this agreement.

In the event that the tenant does not wish to renew his agreement upon expiry of the described fixed term as identified on this here agreement; the tenant must provide the landlord and/or his agent with a least 1 months notice confirming his intentions to vacate. Any such notice must be received in writing and becoming effective "no later" than the commencement of the last rental period.

In the event that the tenants require to add and/or to remove any persons on the original agreement during the fixed term period (where the agreement is still in force) that will require a new agreement to be entered into as a result; there will be a fee of £90.00 payable to the agent by the tenant to cover any further costs and administration. Additionally, the tenant vacating will be liable to pay for the cost of any inspection of the room by an inventory clerk appointed by the agent/landlord so as to have its' condition recorded at the time in preparation for any person due to take over the room and where any share from the deposit held is expected to be replaced and/or handed back. The cost for this inspection service will be £40.00. The above fee's are mandatory and non-negotiable. Unless the tenant vacating agrees to the payment of any such fee's the landlord/agent will not authorise any changes to the tenancy. This information is provided where the landlord may consider allowing a change to the tenancy and provides no guarantee that the landlord will agree to or authorise any such changes.

Although the agency will not charge for providing references to other agents/landlord's when tenants vacate the property;
please note that
should the agency be required to provide letters for any other purposes on behalf of the tenant that there will be a
minimum charge of £20.00
per letter.

In the presence of a witness:

McKee
271 Green Ins
London N4 1DY

In the presence of a witness:

David Villars