



# ASSURED SHORTHOLD TENANCY AGREEMENT

[This document should not be used to create a Tenancy where the initial fixed term is to be for more than three years; you should consult a Solicitor, as such an agreement must be created by Deed]

## (ISSUE 1)

### IMPORTANT

This contract between yourself and your Landlord is known as an Assured Shorthold Tenancy Agreement (AST).

This document describes the terms under which the Landlord will rent the Premises and your obligations as a Tenant.

This is an important document so please make sure you have read and understood it before signing. You should also ask to be shown any document referred to in this Agreement.

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 taking independent advice from either your Solicitor or other advice agency.

#### Please note:

**Rent** - You must pay the rent in full, on time, every month by one single standing order mandate. If you are sharing the Premises with other Tenants you are all equally responsible for ensuring that the full amount is paid. If you were to go into rent arrears each Tenant is equally responsible for making up the shortfall. You must therefore set up and maintain a standing order from your bank and speak to us immediately if there is any problem with a payment.

**Care** - It is your responsibility to keep the Premises clean and in good condition throughout your Tenancy. If there are any problems or something breaks or gets damaged please let us know straight away. When you leave, the Premises should be in as good a condition as the day you moved in, subject only to "fair wear and tear" and it's also likely you'll need to have it cleaned, to the same standard and condition as when you moved in. We will be in touch about that nearer the time.

**Insurance** - You are responsible for the cost of repairing any damage caused by you during the Tenancy. We would strongly recommend that you take out an accidental damage insurance policy to cover both your own belongings and the Landlord's Premises, fixtures and fittings.

**Visits** - During your Tenancy and in order to manage and maintain your Premises, you agree that the Landlord, or their agent, may from time to time need to gain access to the Premises. You do not need to be present during the visit and you will always be given at least 24 hours notice. Nobody will visit or disturb you except for a good reason and we appreciate your cooperation

Tenancy agreement prepared by Robertson Smith & Kempson  
Registered office: 3 Park Road Teddington TW11 0AP

### DEFINITIONS

The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this Tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

<b>Premises</b>	The Premises include all, or any parts of the dwelling-house, gardens, paths, fences, boundaries or other outbuildings which form part of the let. Where the Premises form only part of another Premises (e.g. in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.
<b>Binding Date</b>	A Tenancy agreement is not, technically, a legally binding contract until it has been "executed" by being Dated, after both parties (or their authorised representatives) have signed; although it might be possible for either party to take legal action against the other if they withdraw prior to this date.
<b>Act of Parliament</b>	Any reference to any 'Act of Parliament' includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.
<b>Landlord</b>	A person or persons who at any relevant time own, or have a formal interest in, the Premises that gives them the right to possession of the Premises.
<b>Tenant</b>	A person, or persons, who at any relevant time are entitled to occupy the Premises under the terms of this Tenancy agreement.
<b>Joint and several liability</b>	The expression joint and several liability means that jointly the Tenants are liable for the payment of all rents and all liabilities falling upon the Tenants during the Tenancy as well as any breach of the Agreement. Individually each Tenant is responsible for payment of all rent and all liabilities falling upon the Tenant as well as any breach of the Agreement until all payments have been made in full. A maximum of four people can be such joint Tenants.
<b>Superior Landlord</b>	People, or persons, to whom the ownership or interest in the Leasehold Premises might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.
<b>Head or Superior lease</b>	Means a Lease (if any) under which the Landlord holds, or owns the Premises and which contains the obligations of which the Landlord, or the Tenants in turn, may be bound.
<b>Fixtures and fittings</b>	References to fixtures and fittings relate to any of the Landlord's furniture, furnishings, sanitaryware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied
<b>The term of the Tenancy</b>	References to the term or the Tenancy include any extension or continuation, or any statutory periodic Tenancy which may arise following the end of the period set out in clause 1.8
<b>(security) Deposit held as "stakeholder"</b>	This means that at the end of the Tenancy, the two parties to the Tenancy agreement should jointly agree on, in writing, the apportionment of any deductions from the Deposit, e.g. for costs or compensation for damage, or for breaches of, or failure to comply with, the Tenant's obligations. Any portion in dispute should not be paid over to, or taken by, either party until and unless mutual agreement is reached, or unless the consent of the court or an adjudication decision from the relevant Tenancy Deposit scheme is received.
<b>Consent of the Landlord or their Agent</b>	Where the consent of the Landlord or their Agent is required for the Tenant to carry out some action it is strongly recommended that where such consent is granted, the Tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.
<b>Water charges Utilities Stamp Duty Land Tax</b>	This includes charges, rates or costs relating to water, sewerage and environmental services This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax. Stamp Duty Land Tax (SDLT) that might be due on a Tenancy agreement, is solely the Tenants. This is a legal obligation and HM Revenue and Customs may impose fines or penalties for failure to comply. The calculation of the liability for duty on rent over the relevant threshold is subject to a number of factors and calculations. More information and guidance can be obtained from <a href="https://www.gov.uk/hmrc-internal-manuals/stamp-duty-land-tax-manual/sdltm13070">https://www.gov.uk/hmrc-internal-manuals/stamp-duty-land-tax-manual/sdltm13070</a>
<b>Masculine &amp; feminine and singular &amp; plural Agent</b>	Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate. Any letting or managing Agent, or any other duly authorised person, notified to the Tenant, who is acting from time to time on behalf of the Landlord.
<b>Month / Monthly ICE</b>	Means a calendar month Means the "Independent Case Examiner of The Dispute Service"
<b>Inventory and or Schedule of Condition</b>	This refers to any document prepared by the Landlord, the Agent or an inventory clerk and provided to the Tenant detailing the Landlord's fixtures, fittings, furnishings, equipment etc., the decor and condition of the Premises generally. Such a document may subsequently be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the Tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the Landlord or their Agent as soon as practicable after the Tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.
<b>Member Deposit</b>	Means registered with The Dispute Service, Tenancy Deposit Scheme Money used to provide the Landlord with security in the form of a reserve fund in the event of damage and/or default on the part of the Tenant to be held by London Resi Limited in a Client Monies account.
<b>Client Monies</b>	Monies received by London Resi Limited from Tenants and Landlords including Deposits, rent monies and funds for works to be carried out are required to be held by London Resi in a Client Account. Client Monies may be held by London Resi Limited with any one or more of the following banks: <ul style="list-style-type: none"> <li>• Barclays Bank PLC 1 Churchill Place, London E14 5HP;</li> <li>• Lloyds Bank Plc, 25 Gresham Street, London EC2V 7HN</li> <li>• Allied Irish Bank (GB), Ealing Cross, 5th Floor, 85 Uxbridge Road, Ealing W5 5TH;</li> <li>• Santander UK plc, 2 Triton Square, Regent's Place, London, NW1 3AN</li> </ul>

1.1 Insert here, (only after this agreement has been signed by, or on behalf of, both parties) the binding DATE of this contract

1.2 Name(s) and Address of LANDLORD(S) :

Mrs Deborah Misuri-Charkham  
51 Kingston Hill Place, Kingston Upon Thames, KT2 7QY

**IMPORTANT:** - A Landlord is required by law (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987) to provide a Tenant with the Landlord's address when making written demands for rent **and** if that address **is not** in England and Wales, provide an address in England and Wales at which notices (including notices in proceedings) may be sent to or served on the Landlord, by the Tenant.

**THEREFORE,** Where the address for the Landlord inserted at 1.2 is **not** in England and Wales **you must insert,** in clause 1.3, an alternative address for the Landlord (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987), which **is** in England and Wales.

1.3 Alternative ADDRESS for Landlord (if applicable) :

Robertson Smith & Kempson Ealing 1 The Broadway, London, W5 2NT

1.4 Name(s) of TENANT(S) :

Mr Kim Henry Silvanus Johnson, Mr Feng Wang

1.5 Address of Tenant(s) :

Schwarzackerstrasse 62, Switzerland, CH-4303

1.6 Address of Premises to be Let :

Flat 5, 10 Grange Park, Ealing, London, W5 3PL

1.7 Exclusions from the Let Premises (e.g. Garage or other outbuildings etc)

1.8 Initial TERM of the tenancy will be :

24 months

COMMENCEMENT date; from and including

Thursday 1st April 2021

EXPIRY date; to and including :

Friday 31st March 2023

DocuSigned by:  
A1C5141A5AC442B  
DocuSigned by:  
58990C44E3444CE...

1.9a Rent **£1,425.00** Per Calendar Month

1.9b Rent for the period 01/04/2021 to 31/03/2023 the sum of £34200, is payable in advance and is due in cleared funds on or prior to the signing of this agreement.

1.10 A security **DEPOSIT OF £1,644.00** Is paid by the Tenant to the Landlords Agent on or before the signing of this agreement.

1.11 The Agent is a Member of a Tenancy Deposit Scheme and the Deposit will be held by the Agent as Stakeholder.

1.12 Any interest earned will belong to the Agent.

1.13 This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act.

**PLEASE NOTE: These are the things that the Tenant agrees to do or not to do. It is important for the Tenant to understand what he must or must not do. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.**

**The Tenant(s) agree(s) to the following:**

**GENERAL LIABILITIES, SERVICES AND UTILITIES**

- 2.1** As joint and several Tenants to be responsible and liable for all obligations under this agreement.
- 2.2** To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 1.9.
- 2.2a** The Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became due.
- 2.3** To occupy the Premises as the Tenant's only or principal home.
- 2.4** To be held liable for carrying out repair and maintenance to the Premises or its fixtures or fittings where such action is required as a result of negligence, or significant breach of this agreement, or mis-use, by the Tenant, invited guests or visitor. Failure to do so may result in the Landlord treating any damage or his loss as a deductible sum from the Deposit in accordance clause 4.3 and 4.4 hereof at the end of the Tenancy.
- 2.5** To be responsible for payment of Council Tax (or any other similar charge replacing the Council Tax) during the Tenancy in respect of the Premises or, if the Landlord pays it, to reimburse the Landlord.
- 2.6** To be responsible for the payment of all associated charges in respect of the use and supply at the Premises during the Tenancy of any telephone service, of electricity, gas, oil and any other relevant fuels, water and environmental services etc.
- 2.7** The parties acknowledge that the disposal of sewerage waste water is a utility and the Tenant therefore agrees (if applicable) to pay for the emptying of the septic tank or cesspit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 2.8** To notify, at commencement of the Tenancy, the local authority responsible for the collection of Council Tax and the suppliers of such services or Utilities of the Tenant's liability for their charges and to have all such accounts transferred into the Tenant's name for the duration of the Tenancy.
- 2.9** In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
- 2.10** Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the Premises.
- 2.11** Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins, or a pre-paid card, or key, without the prior consent of the Landlord or their Agent which will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* The Landlord or their Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.12** If the Tenant changes the supplier of the Utilities then the Tenant must provide the name and address of the new supplier to the Landlord immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of Utilities commensurate with the facilities that exist as at the Commencement Date.
- 2.13** Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.
- 2.14** If the Tenant brings into the Premises any gas appliance(s), the Tenant must ensure they are safe to use and are properly connected to the appropriate pipework in the Premises by a suitably qualified GasSafe engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the Premises.
- 2.15** Where the Tenant is notified prior to commencement of the Tenancy, in writing or by the provision of copy documents, of any agreements or restrictions contained in any superior or head lease affecting the Premises which may bind the Landlord (and the Tenant) in the use or occupation of the Premises, not to break such agreements or restrictions.
- 2.16** Not to use the Premises, or knowingly allow it to be used, for illegal or immoral purposes and that includes the use of any illegal drugs which are or become prohibited or restricted by statute.
- 2.17** For the duration of the Tenancy, to pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the Premises.
- 2.18** To use the Premises only as a single private residence for the occupation of the Tenant and not to carry on any formal or registered trade, business or profession there.
- 2.19** Not, without the Landlord's written consent to assign (transfer) the Tenancy, nor underlet, part with or share

possession or occupation of the Property or any part of it or take in lodgers or paying guests. Where such consent is given by the Landlord, the Tenant must pay to the Agent a fee to assign the Tenancy in accordance with the Agent's published scale of fees.

- 2.20** As quickly as is practical after receipt, to send to the Landlord any formal or legal notice or orders or other similar document delivered to the Premises by a third party which relate to, or might significantly affect, the Premises, its boundaries or adjacent properties..
- 2.21** The Tenant will pay/indemnify the Landlord for all reasonable costs (including legal fees) incurred by the Landlord as a result of 1) failing to pay the rent as and when it falls due and/or 2) breaching any of the Tenants obligations in this Tenancy and/or 3) failing to vacate the Premises following service of a notice pursuant to Section 21 of the Housing Act 1988. For avoidance of doubt, this shall include costs incurred whether or not Court proceedings are issued.
- 2.22** To be liable at any time to reimburse the Landlord any sums which the Landlord is required to repay to the local authority in respect of Housing Benefit which has been paid direct to the Landlord on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

**INSURANCE - (For the avoidance of doubt, the Tenant's belongings, furnishings or equipment within the Premises are theirs and are not covered by any insurance policy maintained by the Landlord)**

- 2.23** Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.
- 2.24** The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which the Tenant becomes aware.
- 2.25** The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

**LOCKS AND SECURITY**

- 2.26a** Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 2.26b** To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.
- 2.26c** If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.
- 2.27** Not to change any burglar alarm codes (if any) without the prior consent of the Landlord or their Agent. Such consent will not be unreasonably withheld. Where such consent is given, to promptly provide the Landlord or their Agent with the relevant new code. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)*
- 2.28** Not to change, alter, add to or otherwise damage any locks or bolts on the Premises (except in the case of an emergency) without the prior consent of the Landlord or their Agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* Where any new or additional locks or bolts are fitted to the Premises, to promptly provide the Landlord or their Agent with an appropriate set of keys.
- 2.29a** Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 2.29b** If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.
- 2.29c** If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.
- 2.29d** Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.
- 2.30** To take adequate precautions to keep the Premises, including its external doors and windows, locked and secured, and any burglar alarm set, when the Premises are empty.

**GARDEN**

- 2.31** Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the Landlord's prior consent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)*
- 2.32** To cut the grass (if any) of the Premises with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated, as at commencement of the Tenancy,

**USE OF THE PREMISES, FIXTURES AND FITTINGS IN A TENANT LIKE MANNER**

*These clauses should not be taken as an exhaustive list.*

- 2.33** To take reasonable and proper care in the use of the Premises, its fixtures and fittings and not to deliberately damage or alter the Premises, its décor, fixtures and fittings either internally or externally.
- 2.34** At least once every nine-months of the Tenancy to have any working chimneys, made use of by the Tenant, swept by an appropriate person and retain a suitable record, receipt or invoice to demonstrate compliance with this clause.
- 2.35** To clean or have cleaned both internally and externally all reasonably accessible windows of the Premises as necessary during the Tenancy, and within one month prior to the end of the Tenancy.
- 2.36** To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 2.37** To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system.
- 2.38** To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses etc. as and when necessary during the Tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the Tenancy.
- 2.39** To test at regular intervals any battery operated smoke alarms fitted in the Premises and replace any battery in an alarm, which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord or their Agent. The smoke alarm should not be switched off and with the exception of battery replacement should not be tampered with.
- 2.40** To be responsible for unblocking or clearing stoppages in any sink, or basin, or toilet, or waste pipe which serve such fixtures if they become blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant, invited visitors or guests in breach of obligations under this agreement.
- 2.41** To test at regular intervals any battery operated carbon monoxide alarm in the Premises and replace any battery in the alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord or their Agent. The carbon monoxide alarm should not be switched off and with the exception of battery replacement should not be tampered with.
- 2.42** Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Landlord any costs incurred in connection with changes made to this Tenancy and/or the Agent as published on their scale of fees.
- 2.43** To take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the Premises.
- 2.44** To notify the Landlord or their Agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the Premises which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the Premises itself. The Tenant must not carry out or authorise repairs themselves except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
- 2.45** Not to keep on, or bring into the Premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Premises or the health of its occupants or of the neighbours.
- 2.46** To take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November to February, to prevent damage by frost or freezing occurring to the Premises, its fixtures or fittings.
- 2.47** Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
- 2.48** Not to do anything at the Premises (including the playing of excessively loud music) which is a nuisance or annoyance or causes damage to the Premises or adjacent or adjoining Premises or neighbours or might reasonably be considered to be anti-social behaviour.
- 2.49** Not to remove from the Premises any of the Landlord's fixtures or fittings, or to store them in a loft,

basement, garage or outbuildings (if any) without obtaining the prior consent of the Landlord or their Agent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the Tenancy are returned, within reason, to the same places from which they were removed.

- 2.50** Not to fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and to meet all costs of making good, any unreasonable damage, marks or holes at the end of the Tenancy caused by such fixings or their removal.
- 2.51** Not to store or keep on the Premises or any communal car park any boat, caravan or commercial vehicle without the prior consent of the Landlord or their Agent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* Such consent not to be unreasonably withheld. The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.52** Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.
- 2.53** To take reasonable and prudent steps to adequately heat and ventilate the Premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the Premises, its fixtures and fittings.
- 2.54** Where the Tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the Premises set out under this agreement and upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.

### **ACCESS AND INSPECTION** *(Co-operating with the Landlord or their Agent)*

- 2.55** During the last two months of the Tenancy, upon a minimum of 24 hours prior notification, to permit the Premises to be viewed during working hours and or at other reasonable times including at week-ends by prospective Tenants or purchasers who are authorised to do so by the Landlord or the Landlord's appointed Agent. Except where mutually agreed otherwise with the Tenant, the Landlord or the Landlord's authorised Agent or representative will accompany these viewing appointments.
- 2.56** During the last two months of the Tenancy to permit, at the discretion of the Landlord or their Agent, a For Sale or To Let board to be displayed on the Premises.
- 2.57** In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring Premises, or their authorised workman or their professional advisors, access to the Landlord's Premises in order to carry out any work required to the Premises or their neighbouring Premises under the Party Walls etc. Act 1996.
- 2.58** To permit the Landlord or their Agent or authorised workman, from time to time upon a minimum of 24 hours prior written notification (except in the case of emergency), to enter the Premises during working hours and or at other reasonable times including at week-ends, to inspect the Premises, its fixtures and fittings, and to do work which might be required from time to time in order to fulfil obligations under this agreement or relevant legislation.
- 2.59** To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.

### **AT THE END OF THE TENANCY**

- 2.60** To clean to a standard equal to that of the check in, the Premises, its fixtures and fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which have become soiled, stained or marked during the Tenancy. To provide, upon request, receipts to the Landlord to demonstrate compliance with this clause.
- 2.61** To remove all the Tenant's refuse and rubbish from within the Premises and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the Tenant.
- 2.62** To return all keys to the Premises (including any new or additional or duplicate keys cut during the Tenancy) to the Landlord or their Agent promptly on the last day of the Tenancy.
- 2.63** The Tenant shall indemnify the Landlord or Landlord's Agent for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check-out procedures at the termination or sooner ending of the Tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord or Landlord's Agent for any costs incurred in arranging a second check-out appointment. If the Tenant does not keep the second appointment, any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or their Agent fail to attend such appointment, the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.
- 2.64** Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner, termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have

used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as the Landlord shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.

- 2.65** To promptly provide as soon as is practicable just before or immediately at the end of the Tenancy a forwarding or correspondence address to the Landlord or their Agent; for ease of administration and communication between the parties, including the processes involved in the return of the Deposit.

#### **DISCLOSURE OF TENANT'S DETAILS TO OVO**

- 2.66** At the start of the Tenancy, OVO Gas Ltd (company number 06752915) and OVO Electricity Ltd (company number 06858121) will attempt to switch the gas and electricity provided to the property to become the energy provider. OVO Gas Ltd and OVO Electricity Ltd are the licenced supply entities appointed to take on the supply to OVO Energy customers. This will not prevent the Tenant from changing to a different energy provider if desired. On occasion OVO Gas Ltd and OVO Electricity Ltd will not be able to take on the supply and therefore it remains the Tenants's responsibility to ensure that Utilities are set up correctly.

- 2.67** The Tenant agrees that the Agent may pass the Tenant's name and contact details to OVO Energy for the purposes of:
- (a) registering the gas and electricity meters at the Premises in the Tenant's name with OVO Energy, supplying gas and electricity to the Tenant and administering the Tenant's account with OVO Energy;
  - (b) registering the Tenant with the relevant local authority for the payment of council tax; and
  - (c) registering the Tenant with the incumbent water supplier to the Premises. The water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

- 2.68** OVO Energy will use the Tenant's name and contact details to fulfil the Tenant's contract with OVO Energy and only for the purposes set out above. OVO Energy will comply with its obligations as a data controller in the Data Protection Act 2018 and handle the Tenant's data in the manner set out in OVO Energy's standard terms and conditions and/or privacy policy. OVO Energy will not share the Tenant's details with any third party other than the relevant local authority and incumbent water supplier, and will hold the Tenant's details for the duration of the contract. The Tenant is reminded of their rights under the Data Protection Act 2018 to access, rectification, erasure, restriction of processing, and portability of their data. If the Tenant is dissatisfied with the manner in which OVO Energy handles their details they may lodge a complaint with the Information Commissioner's Office. If the Tenant has any questions regarding the details or use of the Tenant's data held by OVO Energy, the Tenant may contact OVO Energy at 1 Rivergate, Temple Quay, Bristol, BS1 6ED or [hello@ovoenergy.co.uk](mailto:hello@ovoenergy.co.uk).

### 3. LANDLORD'S OBLIGATIONS

**PLEASE NOTE: These are the things that the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of the Landlord's obligations in this agreement or of the Landlord's statutory obligations, the Tenant may be entitled to claim damages or compensation from the Landlord, or to seek other legal remedies against the Landlord.**

**The Landlord agrees to the following:**

- 3.1 To keep the Premises and the Landlord's contents (if any) insured for such sums and on such terms as the Landlord feels appropriate against fire and other risks normally covered by a comprehensive household policy and any other such risks as the Landlord considers necessary from time to time.
- 3.2 Not to interrupt or interfere with the Tenant's lawful occupation, enjoyment or use of the Premises other than in an emergency or in the normal and lawful process of exercising or implementing the Landlord's rights and obligations under this agreement and having provided at least a minimum of 24 hours prior written notification.
- 3.3 The Landlord shall take all reasonable steps to ensure that the Premises shall comply with Homes (Fitness for Human Habitation) Act 2018 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the Premises; to keep in repair and proper working order the installations in the Premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations in the Premises for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the Premises and the locality in which it is situated..
- 3.4 Where the Landlord supplies a working burglar alarm with the Premises at commencement of the Tenancy; to keep it in working order and repair, but only where such a repair is not caused by negligence or mis-use by the Tenant, the Tenant's invited guests or visitors.
- 3.5 To take reasonable steps to ensure that the Landlord's domestic gas and electrical appliances and other similar mechanical appliances in the Premises for which the Landlord is responsible are safe, in proper working order and in repair both at commencement of, and during the Tenancy, as may be necessary from time to time in order to comply with the Landlord's obligations under the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets etc., (Safety) Regulations 1994.
- 3.6 The Landlord is the sole or joint owner of the leasehold or freehold interest in the Premises and that all appropriate consents necessary for them to sign this agreement have been obtained.
- 3.7 Where the Landlord's normal place of abode is not in the United Kingdom the Landlord agrees to nominate a representative or appoint an Agent to whom the rent due under this agreement shall be paid. If the Landlord fails to appoint such a representative or Agent the Landlord agrees that the Tenant will be entitled to deduct, and hold for payment to, the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident Landlords. For further information Tenants should visit [www.hmrc.gov.uk](http://www.hmrc.gov.uk).
- 3.8 The Landlord will return to the Tenant any rent payable for any period during which the Premises may have been rendered uninhabitable by fire or any other risk which the Landlord has insured.
- 3.9 To ensure that as a minimum a battery operated smoke alarm is provided on each floor of the Premises. Where a hard wired smoke alarm is required to ensure that the hard wired alarm is fitted to each floor of the Premises.
- 3.10 To ensure that a functioning audible carbon monoxide detector is fitted to every room where a solid fuel burning appliance is installed.
- 3.11 Prior to the commencement of the Tenancy to provide the Tenant with a copy of documents of any agreements or restrictions contained in any superior or head lease affecting the Premises which may bind the Tenant in the use or occupation of the Premises.

### 4. THE DEPOSIT

#### PURPOSE OF THE DEPOSIT

The Deposit referred to in clause 1.10 has been taken for the following purposes

- 4.1 Any fees or other monies that the Agent is entitled to recover from the Tenant pursuant to the Agreement.
- 4.2 Any rent or other money due or payable by the Tenant under the Tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include costs which the Agent is entitled to recover from the Tenant.
- 4.3 Any damage or compensation for damage to the Premises e.g. its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age

and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.

- 4.4 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy agreement, including those relating to the cleaning of the Premises, its fixtures and fittings.
- 4.5 Any unpaid accounts for Utilities or water or charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
- 4.6 Any sum which is or becomes repayable by the Landlord to the local authority with regard to Housing Benefit which has previously been paid directly to the Landlord relating to the Tenant names in this agreement.

## DEALING WITH THE DEPOSIT AFTER THE END OF THE TENANCY

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service. The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses (4.12 to 4.22) shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

### AT THE END OF THE TENANCY

- 4.7 The Landlord must tell the Tenant as soon as is practicable if they propose to make any deductions from the Deposit
- 4.8 The Tenant should try to inform the Agent/Landlord in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days of receiving details of the proposed deductions. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 4.9 Following notification of a dispute to the Agent/Landlord and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 4.10 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 4.10 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 4.11 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (4.6 to 4.9) above.

### PROCEDURE FOR DISPUTE AT THE END OF THE TENANCY

- 4.12 When the Landlord and Tenant agree how the Deposit should be returned, in full or in part, it must be paid back within 10 working days. Failure to return the Deposit within the specified period will be grounds for the Tenant to refer the matter directly to the ICE.
- 4.13 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.
- 4.14 The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website [www.TenancyDepositscheme.com](http://www.TenancyDepositscheme.com) or be obtained directly from The Dispute Service Ltd at the address or telephone number 0300 037 1000.
- 4.15 If the Agent/ Landlord instigates a dispute they must send with the Notification of Dispute to the TDS the full Deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Landlord must send the Deposit or the balance in dispute together with the relevant evidence being a copy of the Tenancy agreement, inventory and schedule of condition, any check in or check out report correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Landlord or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the Deposit and discipline the Landlord or the Agent.
- 4.16 The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.
- 4.17 The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.

- 4.18** TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
- 4.19** The time-scale specified may be varied at the discretion of the ICE if the ICE considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.
- 4.20** The Landlord and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute
- 4.21** If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.
- 4.22** If the Landlord is unable to contact the Tenant despite making reasonable efforts to do so or the Tenant is unable to contact the Landlord or the Agent despite making reasonable efforts to do so action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit.

# In Progress

## 5. GENERAL - ALL PARTIES TO THIS AGREEMENT SHOULD READ THESE CLAUSES

### RE-INSTATEMENT OF PREMISES RENDERED UNINHABITABLE

- 5.1** The Landlord's repairing obligations referred to in clause 3.3 shall not be construed as requiring the Landlord to (a) carry out works or repairs for which the Tenant is liable by virtue of the Tenant's duty to use the Premises in a Tenant-like manner; (b) to rebuild or reinstate the Premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident; or (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.
- 5.2** The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.
- 5.3** This agreement is subject to all laws and statutes affecting assured shorthold tenancies. If a court decides that some part of the agreement is invalid or unenforceable, the rest of the agreement will still be valid and binding on all parties.

### SERVICE OF NOTICES ETC. BY THE LANDLORD

- 5.4a** In accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962; if the Landlord delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this agreement or any Act of Parliament, to the Premises (or the last known address of the Tenant if different) by hand or sends it by tracked or signed for delivery or by first class post, addressed to the Tenant then the Tenant will be treated as though they have received it the day after posting or the day after being left at the Premises.
- 5.4b** The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is: Robertson Smith & Kempson Ealing 1 The Broadway, London, W5 2NT
- 5.4c** The Tenant agrees that any notices and documents served under or in connection with this agreement will be deemed served if sent by email to the Tenants nominated email address. The Tenant hereby confirms that the nominated email address for these purposes is: khsjohnson@mac.com, peterwang1971@gmail.com. It is also the Tenants responsibility to notify the Landlord and Landlords Agent should there be a change to their personal contact details which includes phone number and email address.

### STAMP DUTY LAND TAX

- 5.5** The Tenant will be responsible for assessing their liability, if any and at any time, for Stamp Duty Land Tax (SDLT) and for submitting the appropriate forms and payment to HM Revenue and Customs.

### DATA PROTECTION AND CONFIDENTIALITY

- 5.6** Letting Agents may share details about the performance of obligations under this agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 2018 you are entitled to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

### IMMIGRATION ACT

- 5.7** If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or their Agent of such and shall provide to them upon request copies of any such written communication.

## **FORFEITURE - RIGHT OF RE-ENTRY**

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

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

For the Landlord to commence legal proceedings to repossess the Premises based on a breach of the Tenancy (where the Tenant had failed to remedy the breach in good time), which might result in the court evicting the Tenant or issuing a court order terminating the Tenancy earlier than might otherwise be lawful; the law requires that the Tenancy agreement contains a Forfeiture clause, sometimes referred to as a Right of Re-entry. Clause 5.8 is such a clause.

**For the avoidance of doubt:-**

**In order to exercise the Landlord's legal rights under this clause, 5.8 a Landlord will first need to obtain a court order.**

**5.8 Ground 1.** The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground I of part 1 of Schedule 2 of the Housing Act 1988 in that:- At some time before the beginning of the Tenancy the Landlord, or in the case of joint Landlords at least one of them, occupied the Premises as the Landlord's only or principal home; or, the Landlord, or in the case of joint Landlords at least one of them, requires the Premises as the Landlord's or the Landlord's spouse's only or principal home.

**Ground 2.** The Landlord gives notice to the Tenant that possession of the Premises may be sought under Ground II of part 1 of Schedule 2 of the Housing Act 1988 in that:- The Premises are subject to a mortgage granted before the beginning of the Tenancy and; the mortgagee is entitled to exercise a power of sale conferred by the mortgage or by section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the Premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground 1 above or a Court is satisfied that it is just and equitable to do so. For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with the Tenant's Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided the Landlord's statutory obligations have been complied with and the Landlord has obtained a court order and at that time the Tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy.

## 6. The following are SPECIAL CLAUSES INDIVIDUALLY NEGOTIATED BETWEEN THE PARTIES (ISSUE 1)

This Agreement shall be effective and legally binding when signed below. Photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as well as or in absence of an ink-signed original.

**Smoking Exclusion** - Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.

The Tenant authorises the Landlord or their Agent to release their contact details to contractors that may be required to attend the Premises during the course of the Tenancy in relation to maintenance issues that have been raised by the Tenant or the Landlord or their Agent as well for the provision of inventory services.

Where the Agent that is named on the first page of this agreement is not instructed to manage the Premises the Landlord agrees to their contact details being provided to the Tenant and the Tenant agrees to their contact details being provided to the Landlord.

### Pets Exclusion

Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the Tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy.

Where such consent is given, the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

### Furniture

Prior to the start of the Tenancy, the Landlord will remove the double bed and mattress from master bedroom at the Landlord's own cost. Prior to the start of the Tenancy, the Landlord will remove the single bed frame from second bedroom at the Landlord's own cost. Prior to the start of the Tenancy, the Landlord will remove the dining table and chairs, the coffee table and the silver lamp from the reception room at the Landlord's own cost. Prior to the start of the Tenancy, the Landlord will remove the dress table and stool from the hallway at the Landlord's own cost. Prior to the commencement of the tenancy the Landlord will arrange for the Premises to be professionally cleaned.

### Warning

For the avoidance of doubt, the parties reiterate that this is a fixed-term tenancy agreement where the Landlord has no obligation whatsoever to agree to a request by the Tenant for early termination or surrender.

Any such agreement by the Landlord, if given, will be subject to the Tenant being responsible for a fair proportion of the Landlord's costs incurred in entering into this Tenancy agreement and other fair and reasonable costs assessed in each case. As a general guideline, these costs may include (but not limited to):

- Rent payable under this agreement until the new Tenancy has started,
- Any difference in rental payments that the outgoing Tenant should have paid to the extent that the replacement Tenant will be paying a lower amount.
- The new letting fees charged to the Landlord of up to 11% + VAT (13.2%) of the rent from the date of early surrender until the original end date of the Tenancy,
- A proportion (being the number of months to be surrendered early as a percentage of the current fixed term) of the Landlord's costs for an inventory clerk to check new Tenants into the Premises,
- A proportion (being the number of months to be surrendered early as a percentage of the current fixed term) of the Landlord's costs in the sum of £480 (inc.) being the cost of administering the new Tenancy, preparing the Tenancy Agreement, collating references, checking the Tenant's Right to Rent and registering the Deposit with an approved Government scheme.

**Working example**, if you committed to a 24 month let, requested to end your Tenancy with 6 months remaining in your agreement and your rent was £2000pcm, the following charges, or combination of charges **could** apply:

- Rent £2000 x 6 = £12000 if no replacement Tenant was found
- Landlord's letting fee for the new let for the period when new Tenants are found to the end of your contractual term £2000 x 6 x 11% plus VAT = £1584
- Inventory Check-in £144 / 24 x 6 = £36
- Landlord administration charges in setting up the new Tenancy £480 / 24 x 6 = £120
- Any difference in your agreed rent and the new Tenant's rent, to the extent that the replacement Tenant will be paying a lower amount, for the period from when new Tenants take possession to the end of your

Tenancy, e.g. if there is a rent difference of £50 per month  $6 \times £50 = £300$

Tenant Signature: 



If the Tenant intends to vacate at the end of the fixed Term the Tenant must give the Landlord at least two clear months prior notice in writing. If the Tenant fails to vacate the property at the expiration of the term, or fails to sign a new Tenancy agreement for a further term, this agreement will automatically extend for a further period of six months from the expiration of the term. The rent during the extended six-month period will increase by 5% from the rent detailed in this agreement and during the extended six-month period the Tenant will have the right to bring the Tenancy to an end by giving the Landlord not less than two months' notice in writing. Nothing within this clause affects the Landlord's ability to serve a Section 21 to end the Tenancy at the end of the fixed term.

The Tenants agree to aim to vacate the Premises prior to 12.00 midday on their agreed expiry date

**7. SIGNATURES of the PARTIES (ISSUE 1)**

**IMPORTANT**

**BY SIGNING THIS AGREEMENT ALL PARTIES HAVE AGREED TO ADHERE TO THEIR OBLIGATIONS AS MENTIONED IN THIS AGREEMENT AND THE SPECIAL CLAUSES INDIVIDUALLY NEGOTIATED BETWEEN THE PARTIES AS SET OUT IN SECTION 6 OF THIS AGREEMENT**

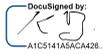
**In Progress**

Signature:

By, or for and on behalf of, the LANDLORD(s)

Name: Debbie Charkham

Signature:





By the TENANTS(s)

Name: Kim Johnson Feng Wang

## Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the Landlord is required to give the following information to the Tenant and anyone who paid the Deposit on the Tenant's behalf within 30 days of receiving the Deposit. This is to ensure that Tenants are made aware of their rights during and at the end of the Tenancy regarding the Deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

**The Dispute Service Limited**

West Wing, First Floor  
The Maylands Building  
200 Maylands Avenue  
Hemel Hempstead  
HP2 7TG

Phone	0300 037 1000
Email	<a href="mailto:Deposits@TenancyDepositscheme.com">Deposits@TenancyDepositscheme.com</a>
Web	<a href="http://www.TenancyDepositscheme.com">www.TenancyDepositscheme.com</a>

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a Deposit may be paid or repaid to the Tenant at the end of the Tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the Tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(e) The procedures that apply where the Landlord and the Tenant dispute the amount of the Deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: <http://www.tds.gb.com/>.

(f) The facilities available under the scheme for enabling a dispute relating to the Deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: <http://www.tds.gb.com/>.

### THE DEPOSIT

The Deposit is: £1,644.00

### A1. Address of the property/Premises to which the Tenancy relates:

Flat 5, 10 Grange Park, Ealing, London, W5 3PL

### NAME AND ADDRESS OF THE LETTING AGENT

A2. Name	London Resi Limited
A3. Address	Swan House, 203 Swan Road Hanworth Middlesex TW13 6LL
A4. Agent phone contact details	020 8939 6072

### NAME OF THE LANDLORD

A5. Name	Mrs Deborah Misuri-Charkham
----------	-----------------------------

**DETAILS OF THE TENANT(S)**

A6. Name(s): **Mr Kim Henry Silvanus Johnson, Mr Feng Wang**

A7. Email address(es) : khsjohnson@mac.com,  
peterwang1971@gmail.com

A8. Mobile number(s): +41788551081 kim, +41788687069

**Contact details for the Tenant(s) to be used at the end of the Tenancy**

A9. Name(s):

A10. Address:

A11. Email Address:

A12. Mobile Number:

A13. Fax Number:

Please provide the details requested in **A8–A14 for each Tenant** (please provide this information on a separate sheet if necessary). If there is a **relevant person** (i.e. anyone who has arranged to pay the Deposit on the Tenant's behalf) the details requested in **A8–A14 must be provided for them**, as part of the Prescribed Information. Use a separate sheet for this purpose.

**The circumstances when all or part of the Deposit may be retained by the Landlords by reference to the terms of the Tenancy are set out in clause(s) 4.1 to 4.21 of the Tenancy agreement.** No deduction can be paid from the Deposit until the parties to the Tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

**CONFIRMATION**

The Landlord certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

The Tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

**Signed by all the Tenant/s:**



**Signed by Colin Giorgio-Neale as agent for the Landlord/s:**