



AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

Important Notice

This document contains the Terms of the Tenancy of

3a Croxted Road, London, SE21 8SZ

It sets out the promises made by the Tenant to the Landlord and vice versa.

You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

EXPLANATORY NOTES

Finding Your Way around this Agreement

This Agreement has been divided into 7 Parts. Each Part of the Agreement contains a number of separately numbered clauses some of which have been grouped together under a heading which describes the contents of the clauses.

Part I This Part explains how Terms used within this Agreement are to be interpreted.

Part II Describes who is bound by the Terms of this Agreement and identifies the Premises to be let under this Agreement.

Part III Sets out the main Terms of this Agreement. Each numbered clause begins with a brief heading designed to tell you what the clause is about.

Part IV Explains how the Security Deposit will be dealt with by the Landlord at the end of the Tenancy.

Part V Sets out the Tenant's promises to the Landlord which must not be broken during the Tenancy.

Part VI Sets out the Landlord's promises to the Tenant which must not be broken during the Tenancy.

Part VII Sets out the rules that will govern when the Tenancy may be brought to an end.

What is an Assured Shorthold Tenancy?

This Agreement creates an Assured Shorthold Tenancy (AST) (as defined by the Housing Act 1988, as amended). If you are uncertain about the effect of this type of Tenancy, you should seek independent legal advice before signing this Agreement.

The Landlord agrees to let the Premises to the Tenant for the Term of the Tenancy (set out in clause 1 of the Agreement). If the Tenant leaves before the end of that Term, the Landlord may insist that the Tenant pays the Rent for the remainder of the Term.

The Landlord can only remove the Tenant from the Premises by giving the Tenant notice in writing of his intention to seek a possession order (even after the Term of this Agreement has expired) and by obtaining a court order. The court will only order the Tenant to leave the Premises before the expiry of the Term if one of the reasons set out in clause 25.1 of this Agreement is proved or in the event that a break clause has been agreed.

INDEX

Headings

Part I: Definitions & Interpretation

Part II: The Parties to this Agreement & the Premises

Part III: The Main Terms of the Tenancy

Part IV: Dealing with the Deposit

Part V: Obligations of the Tenant

Part VI: Further Conditions to be Kept by the Landlord

Part VII: Interrupting or Ending this Agreement

Part I: Definitions & Interpretation

"Landlord(s)" include anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who subsequently owns the Premises.

"Tenant" includes anyone entitled to possession of the Premises under this Agreement. Where more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.

"Agent" means Pedder Dulwich Village, 119 Dulwich Village, London, SE21 7BJ and their subcontractors or anyone who subsequently takes over the rights and obligations of the Agent.

"Premises" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.

"Fixtures & Fittings" include references to any of the fixtures, fittings, furnishings, or effects, floor coverings, ceiling or wall coverings, linens, counterpanes, blankets, soft furnishings and curtains as detailed in the Inventory and Schedule of Condition.

"Inventory & Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent or Inventory Clerk which sets out the condition of the Premises and the Fixtures and Fittings at the commencement of the Tenancy.

"Term" or "Tenancy" means the initial fixed term as set out in this Agreement and includes any extension or continuation of that fixed term or any statutory periodic Tenancy arising after the expiry of it.

"Deposit" is the money held by the Landlord in a Stakeholder capacity during the Tenancy in case the Tenant should fail to comply with the terms of this Agreement.

"Stakeholder" means an individual or company, e.g. a letting agent or a solicitor, who holds the Deposit as a quasi-trustee on behalf of both parties. This means that the person holding the Deposit may only make deductions from it with the written consent of both parties, a court order or an adjudication decision from mydeposits.

"Emergency" means where there is a risk to life or damage to the fabric of the Premises or Fixtures & Fittings.

"Water charges" include references to water sewerage and environmental service charges.

"Superior Landlord" means the person for the time being who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises (if any).

"Head Lease" sets out the promises the Landlord has made to the Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.

References to the singular include the plural and references to the masculine include the feminine.

The Tenant and Landlord agree that the laws of England & Wales shall apply to this Agreement.

The basis upon which the Landlord can recover possession from the Tenant are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) are referred to in this Agreement:

Mandatory Grounds

GROUND 7A

Any of the following conditions is met:

1. the Tenant, or a person residing in or visiting the Premises, has been convicted of a serious offence, which was committed (wholly or partly) in, or in the locality of, the Premises or was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or which was committed elsewhere against the Landlord or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and directly or indirectly related to or affects those functions.
2. The Court has found in relevant proceedings that the Tenant, or a person residing in or visiting the Premises, has breached a provision of an injunction under Section 1 of the Anti-social Behaviour, Crime and Policing Act 2014 other than a provision requiring a person to participate in a particular activity, and the breach occurred in, or in the locality of, the Premises, or the breach occurred elsewhere and the provision breached was a provision intended to prevent conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or conduct that is capable of causing nuisance or annoyance to the Landlord of the Premises, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions.
3. The Tenant, or a person residing in or visiting the Premises, has been convicted of an offence under Section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved (a) a breach that occurred in, or in the locality of, the Premises, or (b) a breach that occurred elsewhere of a provision intended to prevent (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or (ii) behaviour that causes or is likely to cause harassment, alarm or distress to the Landlord, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions.
4. The Premises is or has been subject to a closure order under Section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and access to the Premises has been prohibited (under the closure order or under a closure notice issued under Section 76 of that Act) for a continuous period of more than 48 hours.
5. The Tenant, or a person residing in or visiting the Premises, has been convicted of an offence under Section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or Section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and the nuisance concerned was noise emitted from the Premises which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of Section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if –

- a. There is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or
- b. The final determination of the appeal results in the conviction, finding or order being overturned.

GROUND 8

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing

- a. if rent is payable weekly, or fortnightly, at least eight weeks' rent is unpaid;
- b. if rent is payable monthly, at least two month's rent is unpaid;
- c. if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and
- d. if rent is payable yearly, at least three months' rent is more than three months in arrears;

and for the purpose of this ground "rent" means rent lawfully due from the Tenant.

Discretionary Grounds – Court May Order Possession

GROUND 9

Suitable alternative accommodation is available for the Tenant or will be available for him when the order for possession takes effect.

GROUND 10

Some rent is lawfully due from the Tenant

- a. is unpaid on the date on which the proceedings for possession are begun; and
- b. except where subsection (1) (b) of Section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

GROUND 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the Tenant has persistently delayed paying rent which has become lawfully due.

GROUND 12

An obligation of the tenancy (other than one related to the payment of rent) had been broken or not performed.

GROUND 13

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the Tenant or any other person residing in the dwelling-house and, in the case of any act of waste by, or the neglect or default of, a person lodging with the Tenant or a sub-Tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant. For the purposes of this ground, “common parts” means any part of a building comprising the dwelling-house and any other premises which Tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

GROUND 14

The Tenant or a person residing in or visiting the dwelling-house

- a. has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or
- b. has been convicted of
 - i. using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
 - ii. an arrestable offence committed in or in the locality of the dwelling-house

GROUND 15

The Tenant or any adult residing in the Premises has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

GROUND 16

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the Tenant or any other person lodging with the Tenant or by a sub-Tenant of his, the Tenant has not taken steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant.

GROUND 17

The Tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly

- a. the Tenant, or
- b. a person acting at the Tenant's instigation

Part II: The Parties to this Agreement & the Premises

THIS AGREEMENT IS MADE ON 23rd of August 2022

BETWEEN

- A. The Incorporated Trustees of the Dulwich Estate
(a body corporate under Part VII of the Charities Act 1993)

of The Dulwich Estate, The Old College, 18 Gallery Road, London, SE21 7AE

("the Landlord")

AND

- B. Name: Mr Roman Kyryk
Address: 32, St. Stephens Gardens, Flat 4, London, W2 5QX
Phone: 07467408913
Email: r.kyryk@gmail.com

Name: Mrs Olena Kyryk
Address: 32 St. Stephens Gardens, Flat 4, London, W25QX
Phone: 07467408865
Email: elenakyryk@gmail.com

("the Tenant")

AND IS MADE IN RELATION TO PREMISES AT:

- C. 3a Croxted Road, London, SE21 8SZ

("the Premises")

Together with (1) the use of the entrance hall and lift (if any) staircase outer door and vestibule of the building in common with other tenants and occupiers thereof and (2) the Fixtures and Fittings and any related garage or gardens as applicable at the Premises.

- D. **Excluded Property:** All cellars, basements, attic and loft spaces are excluded from the demise of the tenancy

Part III: The Main Terms of the Tenancy

1. Term of Tenancy.

The Tenancy shall start on (and include) the 23rd of August 2022 and shall end on (and include) the 31st of July 2023.

2. The Rent. £2200.00 per calendar month

The Tenant shall pay to the Landlord:

First rental instalment of £11,650.96 being due on 23rd August 2022 for the period 23rd August 2022 until 31st January 2023. Subsequent payments of £13,200.00 to be made in line with the attached Payment Schedule to be paid by cleared funds payable monthly in advance by standing order to The Dulwich Estate, Barclays Bank Plc, Peckham Rye, Sort Code - 20-66-69, Account No. - 30364207, quoting the landlord's property reference - 3a Croxted Road, to reach the Landlord's account as cleared funds on or before the dates as set out in the attached Payment Schedule throughout the Term and any renewal or statutory continuation or periodic tenancy unless a different rent is agreed between the parties.

The total rent payable for the initial term will be £24,850.96

3. The Deposit.

The Tenant shall pay to the Landlord, on the signing of this Agreement, £2538.46 as a Deposit to be held by the Landlord as Stakeholder. The Landlord is a member of mydeposits. At the end of the Tenancy the Landlord shall return the Deposit to the Tenant subject to the possible deductions set out in Part IV of this Agreement.

Protection of the Deposit:

mydeposits
1st Floor, Premiere House
Elstree Way
Borehamwood
Hertfordshire
WD6 1JH

Phone: 0333 321 9401

Email: info@mydeposits.co.uk

Website: www.mydeposits.co.uk

4. Fixtures & Fittings

The Tenancy shall include the Fixtures & Fittings in the Premises including all matters specified in the Inventory & Schedule of Condition (where applicable) which will be supplied to the Tenant within 14 days of the Term commencing.

5. Type of Tenancy.

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 the recovery of possession set out in section 21 of that Act.

Part IV: Dealing with the Deposit

The following clauses set out:

- *what the Landlord will do with the Deposit monies paid by the Tenant under clause 3 above;*
- *what the Tenant can expect of the Landlord when the Landlord deals with the Deposit;*
- *the circumstances in which the Tenant may receive less than the sum paid to the Landlord as a Deposit at the conclusion of the Tenancy; and*
- *the circumstances in which other monies may be requested from the Tenant.*

6.1 The Agent will protect the Deposit within 30 days of commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed information together with details of the scheme applicable to the registration of the deposit.

6.2 Any interest earned on the Deposit shall be retained by the Landlord.

6.3 After the Tenancy the Landlord or the Agent is entitled to deduct from the sum held as the Deposit any monies referred to in clause 6.6 of this Agreement. If more than one such deduction is to be made by the Landlord, monies will be deducted from the Deposit in the order listed in clause 6.6.

6.4 The Landlord or the Agent shall notify the Tenant in writing of any deduction made under this Part of the Agreement. That notice shall specify the amounts deducted and the reasons for any deductions made.

6.5 At the end of the Tenancy the Landlord or Agent will return the Deposit subject to any deductions made under this Part of the Agreement. If there is more than one Tenant, the Landlord or Agent may return the Deposit by BACS transfer to any one tenant to their specified account. If the amount of monies that the Landlord is entitled to deduct from the Deposit under this Part exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.

6.6 The Landlord or Agent may deduct monies from the Deposit (as set out in clause 6.3) so as to compensate the Landlord for losses caused for any or all of the following reasons as a result of:

- Any damage, or compensation for damage, to the Premises or the Fixtures and Fittings or for missing items for which the Tenant may be liable or resulting from any breach of the terms of this Agreement by the Tenant. Subject to an apportionment or allowance for reasonable fair wear and tear, the age and condition of each any such item at the commencement of the Tenancy; insured risks and repairs that are the responsibility of the Landlord.
- 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 this Agreement, including those relating to the cleaning of the Premises and the Fixtures and Fittings.
- Any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to its presence).
- Any accidental damage caused by the Tenant, his family or visitors regardless of the cause.
- Any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord or the Agent by the local authority.
- Any rent and any accrued interest or other money due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
- Any other breach by the Tenant of the terms of this Agreement.
- Any unpaid accounts or charges for water, environmental services, electricity or gas or other fuels used by the Tenant in the Premises, or for which the Tenant is liable.
- Any unpaid council tax.
- Any unpaid telephone charges.
- Any agreement between the parties in respect of legal charges or other expenses awarded by an adjudicator or otherwise determined by the County Court.
- Any outstanding payments due in line with the Permitted Payments outlined in schedule 1 Tenant Fees Act 2019

6.7 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement on the ground that the Landlord holds the Deposit or any part of it.

6.8 If the Landlord sells or transfers his interest in the Premises the Tenant shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser or transferee. The Landlord shall then be released from any further

claim or liability in respect of the Deposit (or any part of it).

6.9 At the end of the Tenancy

The Landlord must tell the Tenant as soon as reasonably practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.

6.10 If there is no dispute the Landlord 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.

6.11 If, after 10 working days following notification of a dispute 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 either party may refer the dispute to mydeposits for adjudication up until ninety days after the end of the Tenancy. All parties agree to co-operate with the adjudication.

6.12 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 6.9 to 6.11 above.

6.13 If there is a disagreement or dispute over the proposed distribution of the Deposit, no distribution of the amount in dispute can be made without the agreement of the Tenant.

6.14 In the event that the Tenant is comprised of more than one person, each person forming the Tenant agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through mydeposits to deal with any dispute about the Deposit at the end of the Tenancy.

Part V: Obligations of the Tenant

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main Terms found in Part II. If any of these Terms are broken, the Landlord may be entitled to deduct monies from the Deposit (as set out in Part III), claim damages from the Tenant, or seek the courts permission to have the Tenant evicted from the Premises because of the breach.

7. General

7.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.

7.2 Where the Landlord's prior written consent is required, consent will not be withheld unreasonably and if consent is refused the Landlord will provide the Tenant with reasons for that refusal in writing.

8. Paying Rent

8.1 To pay the rent as set out in clause 2 of this Agreement whether or not it has been formally demanded without deduction unless directly agreed with all parties.

8.2 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 as per Schedule 1 of the Tenants Fee Act 2019.

8.3 Acceptance of Rent by the Landlord or the Landlords Agent shall at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenants agreement of stipulations contained in this Agreement; and any Rent paid by any third party will be accepted from that person as the Agent of the Tenant and will not confer on the third party any rights as the Tenant.

8.4 To pay the cost of any bank or other charges incurred by the Landlord or his agent if any cheque written by the tenant is dishonoured or if any standing order payment is not made. This includes interest and overdraft charges. The reasonable costs permitted by the Act being £60.00 inc VAT.

9. Further Charges to be paid by the Tenant

9.1 To pay the council tax in respect of the Premises for the duration of the Tenancy directly to the council, within 14 days of receiving a written request for such monies.

9.2 To pay all charges falling due (whether metered or rated) for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:

- gas
- water (including sewerage and other environmental services)
- electricity
- any other fuel charges
- telecommunications

9.3 If any of the services in clause 9.2 are disconnected as a result of the Tenant failing to comply with clause 9.2 or are disconnected at the Tenant's request, the Tenant will pay for the costs of re-connecting the supply.

9.4 To pay to the Landlord or Agent all reasonable costs and expenses incurred by the Landlord in:

- Recovering or attempting to recover any rent or other monies in arrears
- The enforcement of any obligation of the Tenant under this Agreement
- The service of any notice relating to any breach of this Agreement whether or not court proceedings are brought
- Any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Premises early, part from according to a break clause (if any).

9.5. To pay the television licence regardless of the ownership of the transmission equipment.

10. The Condition of the Premises: Repair, Maintenance and Cleaning

10.1 To keep the interior of the Premises and the Fixtures & Fittings in the same repair, decorative order and condition throughout the Term as at the start of the Tenancy. The Tenant is not responsible for the following:

- Fair wear and tear

- Any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person residing, sleeping in or visiting the Premises
- Repairs for which the Landlord has responsibility.

10.2 To inform the Landlord or the Agent as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in clause 24.3 of this Agreement by delivering or posting a written notice to this effect to the Landlord's address (as set out in clause 28.1) or to the email address provided at the commencement of the tenancy.

10.3 To notify the Landlord or Agent immediately in writing to info@thedulwichestate.org.uk as per the Deregulation Act 2015 should repairs become necessary for which the Tenant is not liable and in no circumstances (except in the case of an emergency) should the Tenant arrange or give instructions for such repairs to be carried out except at the written request of the Landlord or the Landlord's agent otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision. In the event of emergency repair, the Landlord will reimburse the Tenant any reasonable costs incurred by the tenant in carrying out the Landlord's obligations.

10.4 To keep the Premises and Fixtures & Fittings clean and tidy throughout the Term and to ensure that the Premises are returned in a clean and tidy condition and in good order at the end of the Tenancy to the same specification to which the Premises and Fixtures & Fittings were prior to the start of the Tenancy.

10.5 To clean the inside and outside of the easily accessible windows at the Premises regularly and at the end of the Tenancy.

10.6 To clean any chimneys at the Premises at least once a year.

10.7 To keep all smoke and carbon monoxide alarms in the same good working order as at the start of the Tenancy, replacing batteries where necessary. After the initial test at the commencement of the tenancy, tenants should take responsibility for their own safety and test all alarms regularly to make sure they are in working order as per The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.

10.8 Inform the Landlord promptly if any of the smoke alarms or carbon monoxide detectors require maintenance, repair or replacement.

10.9 To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant.

10.10 To take all reasonable precautions (including any specifically required by the Landlord) to prevent damage occurring to any pipes or other installation in the Premises through misuse or by failing to take adequate precautions to protect pipe work from freezing.

10.11 To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated and if any condensation does occur to remove accordingly and promptly to prevent mould growth.

10.12 To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free from obstruction and to clear or pay for the clearance of any blockage or overflow when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or misuse by, the Tenant, his family or any visitors.

10.13 To take all reasonable precautions to prevent pest infestation of the Premises and to pay for the eradication of any infestation caused by the negligence, action or lack of action of the Tenant, his family or his visitors.

10.14 To replace all electric light bulbs and fuses as necessary

10.15 To make good, or pay for, any failure by the Tenant to comply with the obligations set out in this Part of the Agreement.

10.16 To permit the Landlord to access the Premises upon 24 hours' prior written notice and to assess any damage to the Premises for which the Tenant is responsible so that the Tenant can choose whether to:

1. Notify the Landlord in writing of their intention to carry out such work within 7 days and to carry out such work within 1 month (unless a shorter period is justified); or
2. Authorise the Landlord within 7 days to carry out the work within 1 month (unless a shorter period is justified) at the Tenant's expense.

Where the Tenant chooses option 1 but fails to carry out such repairs or fails to do them to the proper standard the Landlord may enter the Premises with workmen to carry out such repairs or other works and may charge the reasonable cost of such work to the Tenant.

10.17 To remove all rubbish from the Premises by putting it in a plastic bin liner and to place the same in the dustbin or receptacle provided and dispose of it through the services provided by the Local Authority.

10.18 Not to make any alteration or additions to the Premises or Fixtures and Fittings without the prior written approval of the Landlord or Landlords agent, such approval not to be unreasonably withheld or delayed.

10.19 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the tenant, the tenant agrees to be responsible for the reasonable cost of the contractors visit.

10.20 Not to use any gas appliance that has been declared unsafe by a GAS SAFE engineer, or disconnected from the supply.

11. Insurance

11.1 Not to do anything whereby the Landlord's policy of insurance in respect of the Premises or on the Fixtures and Fittings may become void or voidable in full or part whereby the rate of premium on any such policy may be increased and to repay to the Landlord all 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 Tenants belongings within the premises are his/her responsibility to insure and are not covered by any insurance policy maintained by the Landlord.

11.2 To inform the Landlord or his Agent of any loss or damage to the Premises or the Fixtures & Fittings promptly upon the damage coming to the attention of the Tenant and to provide the Landlord or the Agent with written details of such loss or damage within a reasonable time of that loss or damage having come to the Tenant's attention.

11.3 As a condition of entering into this tenancy agreement the tenant shall ensure they have sufficient means to cover their liability for accidental damage to the landlord's property, furniture, fixtures, and fittings and be responsible for effecting any insurance the Tenant requires for their own possessions

11.4 In the event of the Premises being broken into or damaged by a third party to immediately report the incident to the police and obtain a crime report or incident number and provide these details to the Landlord or the Landlord's Agent immediately.

11.5 In the event of a claim on the Landlords insurance policy due to a breach of this agreement, and/or an act or omission on the part of the Tenant or their guest, visitor or any other permitted occupant of the tenant, the Tenant agrees to reimburse the Landlord for any increase in premiums and/or an excess amount related to such claim.

12. Access and Inspection

12.1 To allow the Landlord or the Agent (or the Superior Landlord (if any) to enter the Premises with or without workmen and with all necessary equipment. Except in an Emergency, the Landlord shall give the Tenant not less than 24 hours' prior written notice. The Tenant is only required to allow such access when:

1. The Landlord needs to inspect the Premises before carrying out repair work in the Premises or to carry out such work;
2. The Landlord needs to enter the Premises to access another part of the building where the Premises are part of a larger building to inspect the same or to carry out repairs to that part of the building;
3. The Landlord seeks to carry out work for which the Landlord is responsible;
4. The Landlord wishes to inspect the condition of the Premises at any time during the Tenancy;
5. The Landlord is required to carry out a safety check of the gas appliances at the Premises or other installations at the Premises;
6. The Landlord requires access for other reasons in order to comply with statute.

12.2 To allow the Landlord and any sale or mortgage surveyor access to the Premises by prior appointment to inspect the Premises for valuation purposes and to allow any person who is a prospective purchaser or tenant of the Premises to view the same during normal working hours. The Landlord shall give the Tenant not less than 24 hours' prior written notice.

12.3 To allow the Landlord or the Agent to erect "for sale" or "to let" signs at the Premises.

13. Assignment

13.1 Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's prior written consent.

13.2 Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenant(s) in this Agreement and any permitted children to occupy or reside in the Premises unless the Landlord has given written

consent.

14. Use of the Premises

14.1 To use the Premises in a careful, responsible and tenant like manner.

14.2 To use the Premises as a single private residence only for the occupation of the Tenant and any named permitted occupiers.

14.3 Not to run a business from the Premises without the Landlord's prior written consent.

14.4 Not to store a caravan or erect temporary buildings upon the Premises.

14.5 Not to use the Premises for any illegal, immoral or improper purpose or otherwise misuse the facilities therein.

14.6 Not to use, consume or allow to be used or consume any illegal drugs or any prohibited or controlled substances or any of the drugs mentioned in the Misuse of Drugs Act 1971.

14.7 Not to smoke or vape or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

14.8 Not to use the Premises or allow others to use the Premises so as to cause damage, disturbance, annoyance, injury, inconvenience or nuisance to the Landlord, Superior Landlord, or to any neighbouring, adjoining or adjacent premises or the owners or occupiers thereof.

14.9 Not to cause or permit others to cause noise, at the Premises which is audible outside the Premises between the hours of 10:00pm and 10:00am.

14.10 To use the Premises and its facilities for the purposes for which they are intended.

14.11 To return any hired appliance brought into the Premises to the supplier at the end of the Term.

14.12 Not to decorate or make any alterations or additions to or in the Premises without the prior written consent of the Landlord.

14.13 Not to remove the Fixtures & Fittings of the Premises or to store them in any way or place within or outside the Premises that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy without first obtaining the Landlord's written consent.

14.14 Not to place any aerial, satellite dish, cable television or telephone, notice, advertisement, sign or board on or in the Premises without the prior written consent of the Landlord. If consent is given the Tenant will meet all the costs of installation, removal and repair of any damage caused as a result of such installation.

14.15 To hang washing outside the Premises in places permitted for this purpose or in places consistent with local practice.

14.16 Not to dry clothes on any radiators or other space heaters and to only dry clothes in designated areas and will use any airer or tumble dryer provided, if any.

14.17 Not to barbecue in or on the Premises if the Premises are subject to a Head Lease including in any communal outside space or garden, balcony or roof terrace.

14.18 To run all taps in sinks, basins and baths, flush lavatories and run the shower for twenty minutes after the Premises has been vacant for any period of seven days or more.

15. Anti Social Behaviour

15.1 Occupiers of the Premises are responsible for anti social behaviour caused by themselves, members of their family and/or visitors, both within the property or within surrounding area.

15.2 The behaviour must not interfere with the peace, comfort or convenience of other people, including any activity which amounts to discrimination or harassment.

15.3 Examples of harassment include; the threat or use of violence, racist or homophobic language, damage to other peoples' homes and/or possessions, making unwelcome telephone calls, making unsolicited sexual advances, or putting rubbish or other substances near peoples' homes

15.4 Examples of anti social behaviour include: allowing noise, however it is caused, to be audible to others, so that in the opinion of the local authority it causes annoyance. This includes noise from television, radio, music equipment and/or musical instruments, shouting, door slamming and letting off fireworks

15.5 Occupiers of the Premises must not use the Premises for any immoral or illegal purpose, or commit in the in the locality of the Premises any unlawful activity such as the selling of illegal or controlled drug or substance

16. Utilities

16.1 To notify the local authority council tax office and suppliers of gas, water, electricity and telephone services to the Premises that this Tenancy has started and to apply for the accounts for the provision of those services to be sent in the name(s) of the Tenant.

16.2 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.

16.3 The Tenant shall not attempt to transfer the telephone number without first obtaining the Landlord's written consent.

16.4 If the telephone number is changed the Tenant will inform the Landlord of any change of telephone number within a reasonable period of time of the Tenant being given the new number and the Tenant will not change service providers without the Landlord's prior written consent.

16.5 To pay to the Landlord all costs incurred in the re-connection of any such service (including any arrears of payment) following disconnection of such services whether caused by the Tenant's failure to comply with clause 9.2 or by anything done or not done by the Tenant.

16.6 To pay the closing accounts received from the service providers set out in clause 16.1. and to provide the Agent with a copy of the closing account at the end of the tenancy term.

16.7 To permit the Landlord or the Agent at the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the services set out in clause 9.2 and to the local authority and in the alternative to authorise the Landlord to settle any unpaid accounts from the Deposit PROVIDED THAT the Landlord is under no obligation to do so.

17. Animals & Pets

17.1 Not to keep any animals insects or birds (whether domestic or otherwise) in the Premises without the prior written consent of the Landlord.

18. Leaving the Premises Empty

18.1 To notify the Landlord or the Agent in writing before leaving the Premises vacant for any continuous period of 16 days or more during the Tenancy.

18.2 To comply with any conditions set out in the Landlord's policy of insurance relating to requirements when the Premises are empty, a copy of which available upon request from the Landlord or the Agent upon request. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 18.1 of this Agreement.

19. Locks

19.1 To secure all locks on the doors and windows when the Premises are vacant and at night.

19.2 Not to install or change any locks in the Premises without the prior consent of the Landlord, except in the case of an emergency.

19.3 Not to have any further keys cut for the locks to the Premises without notifying the Landlord in writing of the number of additional keys cut.

19.4 Should any keys, fobs or security devices which give access to the property, windows, gates, communal doors and entrances given to the tenants are lost, the tenant will be responsible for the reasonable cost of replacement. This default fee is permitted as per Schedule 1 of the Tenant Fees Act 2019.

20. Garden

20.1 Where any garden, driveways, pathways, lawns, hedges ponds and rockeries are included in the Tenancy the tenant agrees to keep them clean and tidy, properly cultivated and free from weeds and to keep any grass regularly mown, and trees and shrubs pruned and not to be cut down, damaged or removed.

20.2 Furthermore, the tenant agrees not to alter the layout of the garden, driveways, pathways, lawns, hedges, ponds and rockeries without the Landlord's prior written consent.

20.3 To keep the garden and other outside areas at the Premises in good order, by watering it and keeping any grass properly cut, shrubs seasonally pruned and any borders free from weeds.

21. Parking Space

21.1 To park private vehicle(s) only at the Premises. If the Tenant is allocated a car parking space, the Tenant will only park in the space allocated to the Premises.

21.2 To keep any garage, driveway or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle belonging to the Tenant, his family, contractors or visitors.

21.3 To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.

22. Check-In Inventory & Check-Out

22.1 To advise of any discrepancies within the Inventory & Schedule of Condition within 7 days of receipt of the same at the commencement of the Tenancy with any written amendments or notes. If the Tenant does not do so, then the Inventory & Schedule of Condition shall stand as a true record of the condition of Premises as at the commencement of the Tenancy and will be used for comparison purposes to assess and value all damage for check-out purposes at the end of the Tenancy.

23. Head Lease

23.1. To comply with the obligations set out in the Landlord's Head Lease provided a copy of the obligations have been provided to the Tenant. If the Tenant fails to comply with these obligations such that the Superior Landlord takes action against the Landlord under Section 146 of the Law of Property Act 1925, or otherwise, the Tenant will reimburse the Landlord in respect of all costs incurred.

Part VI: Further Conditions to be Kept by the Landlord

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main Terms found in Part II. If any of these Terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

24.1 To allow the Tenant to peaceably hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming authority to act under, through or in trust for the Landlord.

24.2 To obtain all necessary consents to enable the Landlord to enter this Agreement (whether from Superior Landlords, mortgagees, insurers, or others).

24.3 To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to:

24.3.1 Keep the structure and exterior of the Premises in repair (including drains, gutters and external pipes);

24.3.2 Keep in repair and proper working order the installations in the Premises for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

24.3.3 Keep in repair and proper working order the installations in the Premises for space heating and heating water.

24.4 To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures & Fittings except that the Tenant shall pay to the Landlord the cost of any repairs resulting from misuse by the Tenant or the Tenant's visitors.

24.5 To ensure that all the furniture, Fixtures and Fittings and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1989, 1993, 2010 and comply with Regulatory Reform (Fire Safety) Order 2005. .

24.6 To ensure that all gas installations or gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check certificate will be given to the Tenant before signing this agreement.

24.7 To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

24.8 To ensure that the property complies with The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 (Known as an "EPC") and any amendments that may apply during the period of tenancy.

24.9 To ensure that the tenant is provided with the most recent version of the How to Rent: the checklist for renting in England before the tenancy starts.

24.10 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy. To provide a smoke alarm on each storey of the Premises and a carbon monoxide detector in any room with a solid fuel appliance and to have the alarms and detectors checked and tested to check they are fully operational on the commencement date of the Tenancy. To hold written records of these tests and to maintain the alarms and detectors as and when necessary during the Tenancy.

24.11 The landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

24.12 To ensure that if the tenancy of their property falls under a licensable House of Multiple Occupation (HMO) it has been registered as such with the relevant local authority and that the property complies with all relevant regulations. The landlord is aware that failure to comply with local authority regulations can result in an inability to regain possession of the property and may incur fines for non-compliance.

24.13 To ensure that where the property resides in an area with mandatory, selective or additional licencing that the property has been registered as such with the relevant local authority. The agent cannot apply for nor hold the licence on a landlord's behalf. The landlord is aware that failure to comply with local authority regulations can result in an inability to regain possession of the property and may incur fines for non-compliance.

24.14 To ensure that all blinds and curtains are fitted with fixed cords or ball bearings to prevent danger of asphyxiation in accordance with the Internal Blinds and European Safety Standards requirements.

24.15 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Head Lease and to take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Head Lease.

24.16 To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

24.17 Should the landlord instruct an independent inventory clerk to prepare a comprehensive Inventory report at the beginning and end of the Tenancy the cost of said report will be the landlord's responsibility.

24.18 Where the Landlord resides overseas the Landlord will appoint the Agent to collect the rent and deduct any tax due. If the Landlord does not appoint the Agent for these purposes, Her Majesty's Revenue and Customs can recover the tax from the Tenant who is authorised to withhold monies equivalent to standard rate income tax from the rent due.

Part VII: Interrupting or Ending this Agreement

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

25. Ending the Tenancy and Forfeiture

25.1 If at any time:

- a. the rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- b. if any agreement or obligation of the Tenant is not complied with; or
- c. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) are made out (see Definitions); or

The Landlord may give written notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by obtaining a court order and re-entering the Premises with the bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

25.2 The Landlord hereby gives notice to the Tenant that possession might be recovered under Ground 1 of Part 1 of Schedule 2 to 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 his only or principal home; and the Landlord, or in the case of joint Landlords at least one of them, requires the Premises as his or his spouse's only or principal home.

25.3 The Landlord hereby gives notice to the Tenant that possession might be recovered under Ground 2 of Part 1 of Schedule 2 to 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 on it by the mortgage or by Section 101 of the Law of Property Act 1925.

25.4 In the event that this Tenancy becomes a contractual periodic tenancy, the tenant is required to give the Landlord not less than one month's notice in writing to expire in line with the rent due date. The Landlord is required to give the Tenant not less than two months' notice in writing as per Housing Act 1988 section 21(1) and (4) as amended by section 194 and paragraph 103 of schedule 11 to the Local Government and Housing Act 1989 and section 98(2) and (3) of the Housing Act 1996.

25.5 Where the Tenant leaves the Premises full of bulky furniture or other discarded items such that the Premises cannot be re-let the Tenant shall remain liable for rent and other monies under this Agreement until they are removed from the Premises.

25.6 Where small items are left and they can be easily moved and stored the Landlord is authorised to remove them from the Premises. The Tenant will pay all reasonable removal / storage charges, however, before incurring these removal and storage charges the Landlord will contact the Tenant at the last known address giving 7 days' written notice these items will be placed into storage for 3 months if they are not collected. After 3 months uncollected items will be treated as abandoned property and will be disposed of. The Tenant will pay the reasonable costs of disposal.

25.7 The Landlord agrees that the Tenant has the right to terminate the Tenancy on or after the first 8 months or on the 22nd of April 2023 by giving the Landlord not less than 2 months prior notice in writing to be served by first class post or hand delivery to the address specified in clause II (A) of the Agreement, to end the Tenancy. Notice to be served on or after 22nd of February 2023 to expire on or after 22nd of April 2023. When the notice period expires the Tenancy Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

For the avoidance of doubt, once the Notice referred to in clause 25.7 above has been exercised it cannot be revoked under any circumstances unless agreed by both parties.

25.8 The Tenant agrees that the Landlord has the right to terminate the Tenancy after the first 8 months or on the 22nd of April 2023 by giving the Tenant not less than 2 months notice in writing to end the Agreement to be served by first class post or hand delivery to the Tenant at the address of the Property. Notice to be served on or after 22nd of February 2023 to expire on or after 22nd of April 2023. When the notice period expires the Tenancy Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

For the avoidance of doubt, once the Notice referred to in clause 25.8 above has been exercised it cannot be revoked under any circumstances unless agreed by both parties.

26. Interruptions to the Tenancy

26.1 If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord's policy of insurance has insured, rent shall cease to be payable until the Premises are re-instated and rendered habitable unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant or his visitors. Nothing in this clause obliges the landlord to provide alternative accommodation.

26.2 If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

26.3 Pedder will undertake a mid-tenancy tenant swap upon request from the tenant and approval from the landlord. A tenancy swap has the same requirements as a new tenancy with regard to referencing and supporting paperwork to reflect the change of occupants.

26.4 If a tenancy swap is not handled correctly, this can cause considerable difficulties for all parties concerned. To avoid this Pedder deal with these matters on the following basis:-

26.5 Existing tenants need to apply in writing so that the Landlord's permission can be sought which will only be granted at maximum once in every eight month period. Your existing tenancy will be on one of the following basis:-

- a. A fixed term Assured Shorthold Tenancy
- b. A Periodic Assured Shorthold Tenancy

In the case of (a) you should be aware that there is no basis for ending a tenancy during the fixed term, and any agreement to change is entirely at the Landlord's discretion.

In the case of (b) notice by one is accepted as notice by all. However, if any occupant remains in the property after the expiry of the Notice and rent is paid and accepted then the original tenancy continues. This also applies at the ending of the fixed term.

26.6 Any incoming tenant will need to meet the same requirements as the tenant they are replacing. They will need to provide photographic ID, proof of address, undertake the Right to Rent check and pass referencing. They will be required to pay rent and deposit in advance and all parties will be required to sign the new agreement.

26.7 In all circumstances, unless agreed otherwise with the landlord, all tenants remain jointly and severally liable for rent until vacant possession is obtained.

26.8 Tenancy swaps are charged additionally at £300.00 (inc VAT) which is payable by the landlord. It is at the Landlord's discretion as to whether the tenancy swap proceeds. Any non-approved tenancy swaps will be classed as subletting and will be a breach of the tenancy agreement.

26.9 Schedule 1 of the Tenants Act 2019 permits a charge to be levied by the tenants for the request for a change in sharer. The cost permitted is £50.00 (inc VAT) which is payable by the tenant per change request.

27. Data Protection Act 1998 and GDPR

27.1 It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for marketing purposes. The personal information of both the Landlord and the Tenant may be provided by the Agent to the other party to this agreement, to utility suppliers, the local authority, authorised contractors, any credit agencies, referencing agencies, legal advisers, debt collectors or any other interested third party.

27.2 The Tenants personal data which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice which can be found at www.pedderproperty.com

27.3 The personal information of both the Landlord and the tenant will be retained by the Agent in accordance with the terms of the Agents privacy policy ("the policy") which both parties will have been served with and is also available to view on the Agents website (www.pedderproperty.com) In addition to the information provided to the Agent about the Tenant in accordance with the Policy, the tenant agrees that this information can be forwarded to the Landlord. Such information may have been provided before, during or after the tenancy. The Landlord thereafter may share details about the following:

- Details of performance of obligations under the Agreement by the Landlord and Tenant
- Known addresses/details of the tenant and any other occupiers
- Any other relevant information required by the parties listed below:

This personal information above can be shared with:

- Utility and water companies

- The local authority
- Authorised contractors
- Credit and reference providers
- Mortgage lenders
- Legal advisers
- Any other interested third party

This information can/will be provided without further notice only when the Agent is authorised to do so under the policy.

28. Notices

28.1 The Landlord hereby notifies the Tenant (in accordance with sections 47 and 48 of the Landlord and Tenant Act 1987) that the address at which notices (including notices in proceedings) or other written requests may be sent to the Landlord at:

The Incorporated Trustees of the Dulwich Estate, The Dulwich Estate, The Old College, 18 Gallery Road, London, SE21 7AE

Notice can also be sent via email to info@thedulwichestate.org.uk If notice is served via email, a confirmation receipt should be obtained to ensure the notice has been successfully received.

28.2 The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 28.1, any notice or other communication which is delivered or posted to the Premises.

28.3 The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 4.30pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.

28.4 The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in this Agreement the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address specified in this Agreement or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.

Authorised to sign on behalf of The Incorporated Trustees of the Dulwich Estate:

The Incorporated Trustees of the Dulwich Estate

Residential Management Surveyor

.....

Signed by the Tenant(s):

Signature of Tenant

.....

Signature of Tenant

.....

Appendix. Payment Schedule

Full Tenancy

Rent on Signing	£11650.96
1 Feb 2023	£13200.00
Total	£24850.96

MYDEPOSITS INSURED

Prescribed Information

Your Landlord must provide you with key information about your deposit's protection, called the Prescribed Information. This template has been created to help your Landlord comply with their legal tenancy deposit protection obligations.

We recommend you read this template along with the mydeposits Information for Tenants leaflet, so you fully understand how deposit protection works.

To: **Roman Kyryk and Olena Kyryk**

- a. The contact details of the scheme administrator of the authorised tenancy deposit scheme applying to the deposit.

mydeposits is administered by HFIS plc, trading as Hamilton Fraser (the Scheme Administrator).

1st Floor, Premiere House
Elstree Way
Borehamwood
Hertfordshire
WD6 1JH

Tel 0333 321 9401
info@mydeposits.co.uk
Fax 0845 634 3403

- b. Any information contained in a leaflet supplied by the scheme administrator to the landlord which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, the Act.
- 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 shorthold tenancy ("the tenancy").
- d. The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy.
- e. The procedures that apply under the scheme where the landlord and the tenant dispute the amount to be paid or repaid to the tenant in respect of the deposit.
- f. The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.

Provided within the 'Information for Tenants' leaflet that should be given to you by your landlord/agent. This can also be downloaded from the website www.mydeposits.co.uk/tenants

- g. The following information in connection with the tenancy in respect of which the deposit has been paid:

- i. Amount of deposit paid: **£2538.46**
- ii. The address of the property to which the tenancy relates: **3a Croxted Road, London, SE21 8SZ**
- iii. Contact Details of the Landlord(s):

Name: The Incorporated Trustees of the Dulwich Estate
Address: The Dulwich Estate, The Old College, 18 Gallery Road, London, SE21 7AE
Phone:
Email: veronica.edwards@thedulwichestate.org.uk

- iv. The name, address, telephone number, and any email address or fax number of the tenant, including such details that should be used by the landlord or scheme administrator for the purpose of contacting the tenant at the end of the tenancy:

Name: Roman Kyryk
Address: 32, St. Stephens Gardens, Flat 4, London, W2 5QX
Phone: 07467408913
Email: r.kyryk@gmail.com
Post Tenancy Address: 32 St. Stephens Gardens, London, W25QX
Post Tenancy Phone: 07467408913
Post Tenancy Email: r.kyryk@gmail.com

Name: Olena Kyryk
Address: 32 St. Stephens Gardens, Flat 4, London, W25QX
Phone: 07467408865
Email: elenakyryk@gmail.com
Post Tenancy Address: Flat 4, 32, St. Stephens Gardens, London, W2 5QX
Post Tenancy Phone: 07467408865
Post Tenancy Email: elenakyryk@gmail.com

- v. The name, address, telephone number and any email address or fax number of any relevant person (interested party):

For this Tenancy there is no Relevant Person

- vi. The circumstances when all or part of the deposit may be retained by the landlord, by reference to the terms of the tenancy:

Please see clause(s) Dealing with the Deposit of the Tenancy Agreement

These are the circumstances in which all or part of the tenancy deposit may be retained at the end of the tenancy, with reference to the relevant clause(s) in the Tenancy Agreement

- vii. Confirmation (in the form of a certificate signed by the landlord) that
- a. The information he provides under this sub-paragraph is accurate to the best of his knowledge and belief; and
 - b. He has given the tenant the opportunity to sign any document containing the information provided by the landlord under this article by way of confirmation that the information is accurate to the best of his knowledge and belief.

I/We (being the Landlord) certify that –

1. The information provided is accurate to the best of my/our knowledge and belief
2. I/We have given the tenant(s) 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

Authorised to sign on behalf of The Incorporated Trustees of the Dulwich Estate:

**The Incorporated Trustees of the Dulwich
Estate
Residential Management Surveyor**

.....

Signed by the Tenant(s):

Signature of Tenant

Kyryk Roman

.....

Signature of Tenant

.....

Supporting Documents Checklist

I confirm I have received the following documents:

- Tenancy Agreement
- Department for Communities and Local Government How to Rent guide
- Gas Safety Certificate for: 3a Croxted Road, London, SE21 8SZ
- Energy Performance Certificate for: 3a Croxted Road, London, SE21 8SZ
- Electrical Installation Condition Report for: 3a Croxted Road, London, SE21 8SZ
- Payment Schedule in respect of amounts due from me
- MyDeposits Prescribed Information
- MyDeposits Terms & Conditions

These documents are attached to the emails that I have received from Pedder Dulwich Village in conjunction with this tenancy application.

Signed by the Tenant(s):

Signature of Tenant

Kyryk Roman

.....

Signature of Tenant

.....

Audit Trail

Document ID: CO6304A4CA4D17468161541661248714

Status: Created

Note: All times are in UTC/GMT

**August 23,
2022**

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