

ASSURED SHORTHOLD TENANCY AGREEMENT UNDER THE HOUSING
ACT 1988 AS AMENDED BY THE HOUSING ACT 1996

DATE: 27th June 2023

PARTIES:

THE LANDLORD: Mary Pell

(of): Brookdale Property Management Services Ltd, 1144 Lincoln Road,
Peterborough, PE4 6BP

THE TENANT(S):

Edward Chidiebele Okpalaji of 12 Anglesey Way, Eye, Peterborough **PE6 7ZB** and
Chinweoke Adanna Okpalaji of 12 Anglesey Way, Eye, Peterborough **PE6 7ZB**

THE GUARANTOR(S):

Nkiru Ebere Oluwatosin of 12 Anglesey Way, Eye, Peterborough **PE6 7ZB**

PROPERTY: The dwelling **property** situated at and being:

51 Osprey, Orton Goldhay, Peterborough PE2 5FW

**(Herein referred to as the 'Premises', the 'Fixtures and Fittings' being a part thereof
and being covered in the Inventory)**

TERM: The tenancy is for period of **SIX months** and shall be from **14th July 2023**
(the 'Commencement Date') to **14th January 2024** and thereafter **from month to**
month and until terminated by either party serving a notice on the other in accordance with
this Agreement (the 'Expiration Date') **OR** by renewal of the Agreement by all
parties.

RENT: **£825** for every month of the term, payable in advance **and** then monthly thereafter
on 14th of each month.

First payment to be made on **14th July 2023** and to be for one months
rent

DEPOSIT: **£875** (returnable subject to the Tenant adhering to the terms of this contract).

Your deposit is protected by: The Deposit Protection Service, The Pavilions, Bridgewater Road, Bristol, BS99 6AA. 0330 303 0030. Email: enquiries@depositprotection.com Web: www.depositprotection.com

IN SIGNING THIS AGREEMENT ALL PARTIES AGREE TO THE FOLLOWING:

1. **The Landlord lets and the Tenant takes the Premises for the Term at the Rent payable as detailed on the front page of this Agreement.**
2. **This Tenancy is from and to the dates specified on the front page of this Agreement. It shall be deemed to run month to month at the end of the fixed term period specified until terminated by either party serving a notice on the other in accordance with this Agreement.**
3. **The Tenant pays the Rent which is exclusive of charges for water, gas and electricity supply, the Council Tax and any other utility cost that may occur during the Tenancy. Payments must be by cash, cheque, standing order or debit card. Credit card payments cannot be taken.**
4. **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 Sections 8 and 21 of that Act.**
5. **Where the Tenancy shall include the Landlord's fixtures and fittings (the "Fixtures and Fittings") in the Premises this includes, amongst other things, all matters specified in the Inventory that is provided to the Tenant at the commencement of their Tenancy.**

6. DEPOSIT

- 6.1 **The Deposit sum detailed on the front page of this Agreement is paid by the Tenants to the Landlord's Agent on or before the signing of this Agreement by way of a security deposit.**
- 6.2 **Upon the Tenants vacating the Premises and after the deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the person or persons detailed as the "Tenants" in this Agreement.**
- 6.3 **The Landlord's Agent will register the Deposit within thirty days of the commencement of the Tenancy and will provide the Tenant with the relevant prescribed information and details of the scheme applicable to the registration of the Deposit.**
- 6.4 **Any interest earned on the holding of the Deposit will belong to the Deposit Protection Service ("DPS").**
- 6.5 **The Deposit has been taken for the following purposes:**
 - 6.5.1 **Any fees or other monies that the Agent is entitled to recover from the Tenant.**
 - 6.5.2 **Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.**
 - 6.5.3 **Any damage, or compensation for damage, to the Premises, 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.

6.5.4 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 Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings, and contents.

6.5.5 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

6.6 At the end of the Tenancy

6.6.1 The Landlord/Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

Brookdale Property Management, October 2021 TC Guar DPS

6.6.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the 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.

6.6.3 The Tenant should inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions required by the Landlord or the Agent from the Deposit within 10 working days of the Landlord/Agent having complied with the requirements of clause 6.6.1. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the DPS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

6.6.4 In the event of multiple Tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through the DPS to deal with any dispute about the Deposit at the end of the Tenancy.

6.6.5 If, after 10 working days following notification of a dispute to the Landlord/Agent 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 6.6.6 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication process.

6.6.6 The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 6.6.5 above.

6.7 If there is a change of Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by the DPS.

6.8 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Tenant".

6.9 Where more than one person is comprised for the time being in the expression "the Tenant" the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.

6.10 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 he 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.

6.10.1 The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

7. THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:

7.1 Rent

7.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3.

7.2 Fees During Tenancy

7.2.1 The Tenants understand and accept that they may have certain fees to pay during the Tenancy. These fees are set out in the Tenant Fees Act 2019.

Brookdale Property Management, October 2021 TC Guar DPS

7.2.2 Lost Key(s) or other Security Devices: Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the Tenant, Landlord any other persons requiring keys will be charged to the Tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).

7.2.3 Variation of Contract (at the Tenant's Request): To cover the costs associated with taking Landlord's instructions as well as the preparation and execution of new legal documents. £50 (inc. VAT) per agreed variation.

7.2.4 Change of Sharer (at the Tenant's Request): To cover the costs associated with taking Landlord's instructions, new Tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents. £50 (inc. VAT) per replacement Tenant or any reasonable costs incurred if higher.

7.2.5 Early Termination (at the Tenant's Request): Should the Tenant wish to leave their contract early, they shall be liable to the Landlord's costs in re-letting the property as well as all rent due under

the Tenancy until the start date of the replacement Tenancy. These costs will be no more than the maximum amount of rent outstanding on the Tenancy.

7.3 Conditions of Premises, Repair and Cleaning

7.3.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

7.3.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord.

7.3.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).

7.3.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.

7.3.5 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.

7.3.6 To notify the Landlord promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.

7.3.7 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.

7.3.8 To keep the windows of the Premises clean,

7.3.9 To wash and clean all items that may have become soiled during the Term.

7.3.10 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within one month prior to the termination of the Tenancy.

7.3.11 To take all appropriate precautions to ensure adequate ventilation to the Premises.

7.3.12 (If applicable) to pay for the emptying of the septic tank or cess pit 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.

7.3.13 (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.

7.3.14 (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.

7.3.15 (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.

7.3.16 To clean and disinfect any and all showerheads in the Premises every six months.

7.4 Access and Inspection

7.4.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.

7.4.2 To permit the Premises to be viewed during the last two months of the Term at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or Tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.

7.4.3. 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.

7.5 Insurance

7.5.1 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.

7.5.2. 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 he becomes aware.

7.5.3 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.

7.6 Assignment, Novation and Surrender

7.6.1 Not to assign, sublet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent to not be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written

Brookdale Property Management, October 2021 TC Guar DPS

consent, such consent to not be unreasonably withheld. 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.

7.7 Illegal, Immoral Usage

7.7.1 Not to use the Premises for any illegal, immoral or improper use.

7.7.2 Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

7.8 Inflammable Substances and Equipment

7.8.1 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

7.9 Nuisance and Noise

7.9.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise.

7.10 Utilities

7.10.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.

7.10.2 To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.

7.10.3 To notify each supplier of gas, electricity, water, telephone and internet services immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.

7.10.4 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.

7.10.5 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent to not be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

7.11 Animals and Pets

7.11.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent to not be unreasonably withheld. 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.

7.12 Usage

7.12.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business.

Brookdale Property Management, October 2021 TC Guar DPS

7.13 Locks

7.13.1 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 to not be unreasonably withheld.

7.13.2 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 Agents published scale of fees.

7.13.3 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.

7.14 Fixtures and Fittings

7.14.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent to not be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

7.14.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such

consent to not be unreasonably withheld.

7.15 Alterations and Redecoration

7.15.1 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 to not be unreasonably withheld.

7.15.2 Not to permit any waste, spoil or destruction to the Premises.

7.16 Empty Premises

7.16.1 Before leaving the Premises vacant for any continuous period of 14 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.

7.16.2 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 to not be unreasonably withheld.

7.16.3 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.

7.17 Drains

7.17.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.

7.17.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

7.17.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

© Brookdale Property Management, October 2021 TC Guar DPS

7.18 Affixation of Items

7.18.1 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 to not be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.

7.18.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks or sticky tape without the Landlord's prior written consent, such consent to not be unreasonably withheld.

7.19 Washing

7.19.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may **designate** or permit and not to **hang** or place **wet** or damp articles of washing upon any item or room heater.

7.20 Costs and Charges

7.20.1 To protect the Landlord from loss arising from a claim that may **be** brought against **the** Tenant as a consequence of a breach by the Tenant of any covenant contained in this Agreement. **Such loss** shall be deemed to include any **charges which the** Landlord **may** reasonably incur in connection with proceedings in a court of law against **the** Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.

7.20.2 To indemnify the Landlord for any loss incurred **by** the Landlord **or his** Agent resulting from the **dishonouring** of any cheque issued by the Tenant **or** by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.

7.21 Refuse

7.21.1 To remove all rubbish from the Premises **and** to place the same within the **dustbin** or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

7.22 Smoking

7.22.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises. **This** includes all and any "vape/vaping" substances.

7.23 Garden

7.23.1 To keep the garden in the same character, weed **free** and in good order and to cut the grass and trim bushes/trees at reasonable intervals during the growing season.

7.24 Notices

7.24.1 To promptly forward to the Landlord or his Agent **any** notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries *or* neighbouring properties.

7.25 Smoke and Carbon Monoxide Alarms

7.25.1 To keep all smoke and carbon monoxide alarms in good working order and in particular to replace all batteries as and when necessary and to check **the** alarms monthly to ensure that they work.

7.25.2 The Tenant shall not burn any solid fuel in **the** Premises without **the** prior, written consent of the Landlord, such consent to not be unreasonably withheld.

7.26 Burglar Alarms

7.26.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.

7.26.2 To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.

7.26.3 To indemnify the Landlord for any costs that maybe incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

7.27 Immigration Act

7.27.1 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 his Agent of such and shall provide to them upon request copies of any such written communication.

8. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:

8.1 Quiet Enjoyment

8.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

8.2 Insurance

8.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

8.3. Interest and Consent

8.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

8.4. Repair

8.4.1 To keep in repair and proper working order any mechanical or electrical items belonging to the Landlord as present at the Inventory, freestanding appliances (other than cookers) not being included as a part of this obligation.

8.5 Safety Regulations

8.5.1 The 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 when signing this Agreement.

8.5.2. The Tenants will be provided with a copy of the EICR (Electrical Safety Certification) when signing this agreement

8.5.3 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

Brookdale Property Management, October 2021 TC Guar DPS

9. IT IS MUTUALLY AGREED AS FOLLOWS:

9.1 Any Agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

9.2 Rent Review

9.2.1 It is agreed that the rent as defined in this Agreement will be reviewed in an upwards only fashion on the anniversary of this Tenancy and upon each subsequent anniversary.

9.3. Repair

9.3.1. Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.

9.3.2 The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

9.4 Reimbursement

9.4.1. Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 6.5 hereof at the end of the Tenancy.

9.5 Council Tax

9.5.1 **The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall**
 repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

9.6 Forfeiture

9.6.1 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 his 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 **he has complied with his statutory obligations and 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.**

9.7 Interruptions to the Tenancy

9.7.1 If **the Premises are destroyed or made uninhabitable by fire or any other insured risk, Rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.**

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

9.8 Notices

Brookdale Property Management, October 2021 TC Guar DPS

9.8.1 **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 Brookdale Property Management Services Ltd, 1144 Lincoln Road, Peterborough, PH4 6BP.**

9.8.2. **The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to this Tenancy.**

9.8.3 **Should the Tenant wish to vacate at the end of the fixed term contract, then they are required to serve one months notice to this effect. If the landlord requires repossession during the fixed period then they**

shall be obliged to provide at least two months notice.

9.8.4 At the end of the fixed term as specified on front page of this Agreement, the Term shall continue on a month by month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice shall when served by the Landlord expires no less than two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice shall expire no less than one month after service of the same on the Landlord.

10. GUARANTOR OBLIGATIONS

- 10.1 The Guarantor has agreed to guarantee all of the obligations of the Tenant set out herein in consideration of the Landlord granting a tenancy to the Tenant including any tenancy extension or renewal or any variation in the Rent.
- 10.2 In the event that the Tenant is unable or unwilling to perform any or all of the covenants or obligations contained within this Agreement including any tenancy extension or renewal for any reason whatsoever then the Guarantor covenants with the person named as the Landlord (and without the need for express assignment with all its successors in title) to observe and perform the covenants as if the Guarantor itself had agreed to be directly bound by the Tenant's covenants and obligations contained within.
- 10.3 If at any time during the Tenancy including any tenancy extension or renewal the Tenant shall make any default in payment of the rent or in observing any of the covenants or other terms of this Agreement then the Guarantor agrees to pay the Rent and observe or perform the covenants or terms in respect of which the Tenant is in default and make good to the Landlord on demand and to indemnify the Landlord against all costs, charges, fees, disbursements and expenses including those of professional, advisers and agents and including in each case VAT incurred by the Landlord as a result of such non-payment, non-performance or non-observance in connection with this Tenancy Agreement.

THIS TENANCY AGREEMENT CREATES A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND THE NATURE OF THIS AGREEMENT, THEN IT IS RECOMMENDED THAT YOU TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING

I have read and understood and have a copy of this Agreement

SIGNED BY:

The Landlord

(on the Landlord's behalf)

The Tenant(s)

Edward Chidiebele Okpalaji

Chinweoke Adanna Okpalaji

The Guarantor(s)

Nkiru Ebere Oluwatosin

In the presence of:

Address: Brookdale Property Management Services Ltd

1144 Lincoln Road

Werrington

Peterborough

Dated: 27th June 2023

Mary Pell

AND

Edward Chidiebele Okpalaji and Chinweoke Adanna Okpalaji

AND

Nkiru Ebere Oluwatosin

Agreement

For letting of the Premises

**51 Osprey Orton
Goldhay
Peterborough
PE2 5FW**

**On an Assured Shorthold Tenancy
LANDLORD'S DEPOSIT INFORMATION FORM**

**The Deposit take in relation to this Tenancy is subject to the requirements of the:
Deposit Protection Scheme, The Pavilions, Bridgewater Road, Bristol, BS99 6AA
Tel: 0330 303 0030, Web: www.depositprotection.com, Email:
enquires@depositprotection.com**

Deposit Ref No: You will be notified of this within 30 days of starting your Tenancy.

Tenancy Address: 51 Osprey, Orton Goldhay, Peterborough PE2 5FW

Total Deposit Held: £875

**Landlord Name(s): Mary Pell
C/o Brookdale Property Management Services Ltd, 1144 Lincoln Road, Peterborough,
PE4 6BP
Tel: 01733 327788, Email: info@brookdale-pms.co.uk**

Lead Tenant's Name: Edward Chidiebele Okpalaji

Tenant Mobile Number(s) 07823 878803; 07823 878825

**Tenant Email Address(es) edward.okpalaji@gmail.com;
cokpalaji@gmail.com**

Post-Tenancy Address (if known):

We, the undersigned, declare that the above named lead Tenant should represent all of us in any decisions regarding the Deposit and that his/her decision will be binding on all the Tenants covered by this Tenancy Agreement subject to the terms of the named tenancy deposit scheme

Tenants

Lead Edward Chidiebele Okpalaji

2. Chinweoke Adanna Okpalaji

Signature

Date

LANDLORD'S DEPOSIT INFORMATION FORM

The Deposit take in relation to this Tenancy is subject to the requirements of the: Deposit Protection Scheme, The Pavilions, Bridgewater Road, Bristol, BS99 6AA Tel: 0330 303 0030, Web: www.depositprotection.com, Email: enquires@depositprotection.com

Deposit Ref No: You will be notified of this within 30 days of starting your Tenancy.

Tenancy Address: 51 Osprey, Orton Goldhay, Peterborough PE2 5FW

Total Deposit Held: £875

Landlord Name(s): Mary Pell

C/o Brookdale Property Management Services Ltd, 1144 Lincoln Road, Peterborough, PE4 6BP

Tel: 01733 327788, Email: info@brookdale-pms.co.uk

Lead Tenant's Name: Edward Chidiebele Okpalaji

Chinweoke Adanna Okpalaji

Tenant Mobile Number(s) 07823 878803; 07823 878825

Tenant Email Address(es) edward.okpalaji@gmail.com;
cokpalaji@gmail.com

Post-Tenancy Address (if known):

Terms contained in the Tenancy Agreement which permit deductions to be made from the Deposit: 6.5 The Deposit has been taken for the following purposes:

6.5.1 Any fees or other monies that the Agent is entitled to recover from the Tenant.

6.5.2 Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.

6.5.3 Any damage, or compensation for damage, to the Premises, 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. 6.5.4 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 Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings, and contents.

6.5.5 Any unpaid accounts for utilities or water charges or environmental services or other similar services or

Council Tax incurred at the Premises for which the Tenant is liable.

The Landlord/Agent signs this notice and declares that the information contained therein is accurate to the best of their knowledge:

Signed

Date

The Tenant signs this notice and confirms that the information contained therein is accurate to the best of their knowledge and belief and that the following has been received by the Tenant:

Deposit Protection Service (Custodial Scheme) Guidance

Signed

Date