

# ASSURED SHORTHOLD TENANCY AGREEMENT

(Managed Property)

## **IMPORTANT NOTICE**

This document contains the Terms of the Tenancy of the property/premises known as **FLAT 1 16 WHALE AVENUE READING BERKSHIRE RG2 0GY**. 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.**

**Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement.**

If you, the Tenant, leave before the end of the Term stated in the Agreement, the Landlord may insist that you, the Tenant pay the rent for the remainder of the Term.

**THIS AGREEMENT IS MADE on the**

**3rd day of July 2015**

**DEFINITIONS & INTERPRETATION**

**"Landlord(s)"** means anyone owning an interest in the Property/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 Property/Premises.

**"Tenant"** means anyone entitled to possession of the Property/Premises under this Agreement.

**"Joint and severally"** means where the Tenant comprises more than one person they will each be responsible for complying with the Tenant's obligations under this Agreement both as an individual and as a group. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.

**"Property/Premises"** means 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 Property/Premises include the use of common access ways and facilities.

**"Agent"** is The Romans Group (UK) Ltd whose registered office is Crowthorne House, Nine Mile Ride, Wokingham, Berks RG40 3GZ (tel: 01344 753130 fax: 01344 753131) and their assignees.

**"Fixtures and Fittings"** means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.

**"mydeposits"** means the trading name of Tenancy Deposit Solutions Limited whose registered office address is Third floor, Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ.

**"Inventory"** or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or Inventory Clerk which shall include the Fixtures and Fittings in the Property/Premises including all matters specified in the Inventory and Schedule of Condition, a copy of which will be given to the Tenant by the Landlord or the Agent after the checking of the Inventory at the start of the Tenancy.

**"Term" or "Tenancy"** (set out in clause 1 of this Agreement) means any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

**"Tenant's Guide"** means the written information provided by Romans to the Tenant prior to the commencement of the Tenancy.

**"Deposit"** means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant should fail to comply with the terms of this Agreement.

**"Stakeholder"** means that if the Deposit is held by the Agent deductions can only be made from the Deposit at the end of the Tenancy with the written consent of both parties.

**"Notice Period"** means the amount of notice that the Landlord must give the Tenant and vice versa.

**"Relevant Person"** in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.

**"Member"** means a member of the Tenancy Deposit Scheme run by My Deposits of which the Agent is a Member.

**"Stamp Duty Land Tax"** means the duty payable to the Stamp Office on the signing of this Agreement by the Tenant if the Rent exceeds the threshold.

**"emergency"** means where there is a risk to life or damage to the fabric of the Property/Premises or Fixtures and Fittings contained therein.

**"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 Property/Premises which gives him the right to possession of the Property/Premises at the end of the Landlord's lease of the Property/Premises.

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

**"the Policy"** means any insurance policy held by the Landlord for the Property/Premises or the Fixtures and Fittings.

**"working day"** excludes a Saturday, Sunday or Bank Holiday.

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, during the fixed term 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 1:** at the start of the Tenancy the tenant was advised that the Landlord is an owner/occupier within the meaning of the Housing Act 1988 Schedule 2, Ground 1 as amended by the Housing Act 1996 and may recover possession on that basis.
- Ground 2:** at the start of the Tenancy the Tenant was advised that the Landlord owns the property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;
- Ground 8 :** both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

## **DISCRETIONARY GROUNDS**

- Ground 10:** both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;
- Ground 11:** there is a history of persistently late Rent payments;
- Ground 12:** the tenant is in breach of one or more of the obligations under the tenancy agreement;
- Ground 13:** the condition of the Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;
- Ground 14:** the tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;
- Ground 15:** the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property;
- Ground 17:** the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

## **THE PARTIES TO THIS AGREEMENT AND THE PREMISES**

THIS AGREEMENT IS MADE BETWEEN

A. **MIAO MIAO ZHANG AND JOHN CURL**  
of **FLAT 2A BARRIE HOUSE LANCASTER GATE LONDON W2 3QJ**  
(**"the Landlord"**)

AND

B. **ANKAN ANUPAM NAIK AND ARCHANA NAIK**  
of **12-18 CROWN STREET, READING, BERKSHIRE, RG1 2SE**  
(**"the Tenant"**)

AND IS MADE IN RELATION TO PROPERTY/PREMISES AT:

**FLAT 1 16 WHALE AVENUE READING BERKSHIRE RG2 0GY**

## **THE MAIN TERMS OF THE TENANCY**

### **1. TERM OF TENANCY**

The Landlord lets to the Tenant the Property/Premises for a period of **one year subject to earlier termination as set out in this Agreement**. The Tenancy shall start on and include the **3rd day of July 2015** and shall end **on and include the 2nd day of July 2016** but which may be ended earlier by either party giving notice under clauses 34.1 and 34.2.

### **2. THE RENT**

**The Tenant shall pay to Romans £1100.00 [ONE THOUSAND ONE HUNDRED POUNDS]** per calendar month, payable in advance. The first payment shall be made to Romans in cleared funds by the **1st day of July 2015** which is 48 hours prior to the commencement of the Tenancy. Thereafter, payments **shall be made on the 3rd** day of each month.

### **3. THE DEPOSIT**

The Tenant shall pay to Romans to be held by the Agent, as Stakeholder; the Agent is a Member of Tenancy Deposit Solutions ("TDSL") trading as mydeposits; 48 hours prior to the signing of this Agreement, **£1650.00 [ONE THOUSAND SIX HUNDRED AND FIFTY POUNDS]** in cleared funds as a Deposit. At the end of the Tenancy the Agent shall return the Deposit to the Tenant subject to the rules set out in this Agreement.

### **4. FIXTURES AND FITTINGS**

The Tenancy shall include the Fixtures and Fittings in the Property/Premises including all matters specified in the Inventory and Schedule of Condition which will be given to the Tenant at the commencement of the Tenancy or within a reasonable time of commencement.

### **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.

## **DEALING WITH THE DEPOSIT**

### **The following clauses set out:**

- What the Landlord or the Agent will do with the Deposit monies paid by the Tenant under clause 3 above;
- What the Tenant can expect of the Landlord or the Agent when the Landlord or the Agent deals with the Deposit;
- The circumstances in which the Tenant may receive less than the sum paid to the Landlord or the Agent 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 shall place the Deposit in a nominated account as soon as reasonably practicable. The Tenant agrees for the Agent to retain any interest earned. The Agent is a member of Tenancy Deposit Solutions ("TDSL") trading as My|deposits and will provide full details of the Tenancy to My|deposits within thirty days of the Deposit being taken - The terms and conditions and Alternative Dispute Resolution Rules governing the protection of the Deposit including the repayment process can be found on the My|deposits website. The website address for further information on Tenancy Deposit Protection in general is [www.gov.uk/tenancy-deposit-protection/overview](http://www.gov.uk/tenancy-deposit-protection/overview)
- 6.2 After the Tenancy 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, monies will be deducted from the Deposit in the order listed in clause 6.6.
- 6.3 The Agent shall notify the Tenant in writing of any deduction which will be made under the Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made.
- 6.4 At the end of the Tenancy the Agent with the written consent of the Landlord and the Tenant shall return the Deposit subject to any deductions made under the Agreement. If there is more than one Tenant, the Agent may return the Deposit by cheque or BACS payment to any one Tenant at his last known address.
- 6.5 If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing.
- 6.6 The Landlord or the Agent may, deduct monies from the Deposit (as set out in clause 6.2) to compensate the Landlord for losses caused for any or all of the following reasons:
- any damage to the Property/Premises and Fixtures and Fittings including any accidental damage caused by the Tenant or resulting from any breach of the terms of this Agreement by the Tenant;
  - any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to its presence as set out in clause 16.1)
  - 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 other breach by the Tenant of the terms of this Agreement
  - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy.
- 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 Agent holds the Deposit or any part of it.
- 6.8 If the Landlord sells or transfers his interest in the Property/Premises the Tenant shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser, the transferee or the agent of the purchaser or transferee. The Landlord or the Agent shall then be released from any further claim or liability in respect of the Deposit (or any part of it).

### **PROTECTION OF THE DEPOSIT**

- 6.9 The Deposit is protected with my| deposits  
My|deposits is administered by HFIS plc, (The Scheme Administrator). My|deposits, Ground Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire EN5 1NZ

Phone: 0333 321 9401  
E-mail: [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk)  
Fax: 0845 634 3403

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

- 6.10 The Agent will inform the Tenant within 10 days of the Tenant making a request in writing for the return of the Deposit, if they propose to make any deductions from the Deposit

- 6.11 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 6.12 The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 30 days after the termination or earlier ending of the Tenancy and the Tenant vacating the Property.
- 6.13 The Tenant has Three Months from the date they vacate the Property to raise a dispute with My|deposits
- 6.14 My|deposits offer a free Alternative Dispute Resolution (ADR) service to resolve any deposit dispute. Both the Tenant and the Landlord/Agent must agree to use the My|deposits ADR service. If either party does not agree, the dispute must be resolved through the Court. The onus is on the party refusing ADR to initiate court proceedings. The disputed deposit amount must still be lodged with My|deposits, regardless of whether ADR or the Court is used to resolve the dispute.
- 6.15 The statutory rights of either the Landlord or the Tenant to take legal action against the other remain unaffected

## **OBLIGATIONS OF THE TENANT**

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms of the Tenancy Agreement. If any of these terms are broken, the Landlord may be entitled to deduct monies from the Deposit, as set out in the Agreement, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Property/Premises because of the breach.

### **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 To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if applicable, as explained in the Definition of the Tenant.

### **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. The Rent shall be paid by the Tenant by Standing Order Mandate to  
**National Westminster Bank**  
**Sort Code 60-24-21**  
**Account Number 68543999**  
**in the name of The Romans Group (UK) Limited.**
- 8.2 To pay interest on any payment of Rent not made as set out in clause 2 of this Agreement. Interest shall be payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.

### **FURTHER CHARGES TO BE PAID BY THE TENANT**

- 9.1 To pay the Council Tax (or any similar charge which replaces it) in respect of the Premises either directly to the local authority, or by paying that sum to the Landlord where the Landlord has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- 9.2 To pay all charges falling due 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)
  - the emptying of septic tanks or cesspits
  - electricity
  - other fuels
  - telecommunications
  - television licence
- 9.3 To pay to the Landlord all reasonable costs and expenses incurred by the Landlord, or awarded by the Court, 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 other costs or expenses arising from a breach of the Tenancy by the Tenant
  - any commission paid to the Agent by the Landlord when the Tenant has vacated the Premises early and a break clause does not apply.
- 9.4 To pay any reasonable charges or other costs incurred by the Landlord or the Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.
- 9.5 To pay the television licence whether the television is owned by the Landlord or the Tenant.
- 9.6 To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence or accidental damage by the Tenant, his family, or his visitors.

#### **Green Deal**

- 9.7 To pay all Green Deal finance payments with the energy service provider during and at the end of the Tenancy for payments due in respect of the Term of the Tenancy. The Tenant acknowledges that certain terms of the Green Deal plan that have been disclosed to the Tenant prior to the start of the Tenancy are binding on the Tenant for the Term of the Tenancy.  
**This clause DOES NOT APPLY to this tenancy.**
- 9.8 Not to sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the Premises during the Tenancy without the prior written consent of the Landlord or the Agent.

#### **Notices**

- 9.9 To forward any Notice orders or proposals affecting the Property or its boundaries to the Landlord or his Agent promptly upon it coming to the attention of the Tenant.

#### **THE CONDITION OF THE PROPERTY/PREMISES: REPAIR, MAINTENANCE AND CLEANING**

- 10.1 To take reasonable care of the Property/Premises and the Fixtures and Fittings and not to intentionally alter or damage the inside or the outside of the Property/Premises or the decorative order and condition throughout the Term. 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 Property/Premises
  - repairs for which the Landlord has responsibility (these are set out in this Agreement).
- 10.2 To inform the Landlord as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Property/Premises as set out in this Agreement.
- 10.3 To keep the Property/Premises and Fixtures and Fittings clean and tidy throughout the Term and to clean or pay for the professional cleaning of the Property/Premises at the end of the Tenancy to the same specification to which the Property/Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy this shall include any carpets that were brand new at the commencement of the Tenancy.
- 10.4 To keep all smoke alarms and any carbon monoxide detectors in good working order, replacing batteries where necessary.
- 10.5 To replace all electric light bulbs, fluorescent tubes and fuses.
- 10.6 To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant or caused by accidental damage by the Tenant, his family or his visitors.
- 10.7 To take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property/Premises that may be caused by frost or freezing temperatures, provided the pipes and other installations have been insulated by the Landlord prior to the Tenancy.

#### **Condensation and Ventilation**

- 10.8 To take adequate precautions to avoid condensation causing damage. Bedrooms, Kitchens and Bathrooms are the rooms in a property most susceptible to condensation damage.

Water vapour created by drying washing indoors, kettles, showering/bathing, cooking and tumble drying **MUST BE ALLOWED TO ESCAPE** from the confines of the room in order to avoid it settling on the coldest wall/window and then turning back into water. This in turn will gradually become black.

**OPENING A WINDOW IN SUSCEPTIBLE ROOMS FOR 15 MINUTES A DAY WILL ALLOW WATER VAPOUR TO ESCAPE.**

Condensation is generally not the fault of the property. Please **ENSURE** the following guidelines are followed: -

1. Keep the doors closed as much as possible between the kitchen and other rooms and hall whilst cooking, boiling water and washing and drying clothes.  
  
Keep the kitchen window open even if it is cold outside when you are washing or drying clothes. It is very important to allow moist air to escape to the open air if condensation is to be avoided
2. Always close the bathroom door while the bath is being filled. Running a little cold water into the bath before the hot water is turned on will lessen the amount of steam produced. Ventilate the bathroom by opening a window, if possible, whenever the bathroom is in use and always after the bathroom has been used. If your bathroom has mechanical ventilation, ie. A FAN, see that the grills are kept clear.
3. If for any reason the kitchen or bathroom doors cannot be kept closed when they are in use, the doors of other rooms and in particular unheated bedrooms should be shut.
4. Avoid drying washing indoors as far as possible. If you have a tumble drier always use a ventilation pipe to the outside air, as unvented driers are a major source of condensation.
5. Do not hang damp clothing or put wet shoes in cupboards for they will not dry properly and the dampness will encourage mould to grow on them. For the same reason, do not pack clothing tightly in cupboards.
6. Good ventilation in your home is important. Try to keep a fanlight (top window) at least partly open in each room.
7. Keep your home as warm as you can for the warmer it is, the less likely it will suffer from condensation provided the rooms are adequately ventilated.
8. Remember that paraffin oil heaters and flueless gas fires both give off moisture and poisonous fumes when they are alight. If you use either of these types of heaters, make sure that the room in which they are used has sufficient ventilation, not only for them to burn properly, but to be sure that the moisture arising from the use of the appliances is removed quickly from the dwelling.  
  
In any event they should only be used as a last resort.
9. In any dwelling take care that furniture does not touch the walls, because air cannot circulate properly and keep wall surfaces behind free from condensation.
10. If the walls of your kitchen or bathroom are painted in gloss paint, condensation will quickly show on them whenever the rooms are in use, but the moisture can be wiped away and it is unlikely to cause mould growth. If, however, mould growth should occur on any surface, make sure it is completely killed off by thoroughly cleaning the surfaces with an antiseptic or fungicidal solution. The purpose of cleaning surfaces affected, with an antiseptic or fungicidal solution, is to kill any mould spores that may have roots in the plaster under the decorations, for if their roots are not killed, the mould will soon reappear whether or not you have redecorated the walls.
11. If you are out during the day, you should try to maintain a safe heating appliance in operation even though it is on low heat. Otherwise during cold weather when you come in and start cooking and washing and heating the rooms to comfortable temperature, condensation will be induced very rapidly on all the cold surfaces.

- 10.9 To make good, or pay for, any failure by the Tenant to comply with the obligations set out in this section of this Agreement.
- 10.10 To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 10.11 To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 10.12 To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 10.13 To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property/Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- 10.14 To take all reasonable precautions to prevent infestation of the Property/Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
- 10.15 Where the Tenant is required to carry out repairs or other works under this Agreement the Landlord will give the Tenant written notice of those repairs so that the Tenant can elect whether to carry out such work within a reasonable time; or to authorise the Landlord to carry out the work at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property/Premises with workmen, provided he has given the Tenant



at least 24 hours' notice in writing, to carry out such repairs or other works and may charge the reasonable cost of such work to the Tenant.

## **INSURANCE**

- 11.1 Not to do or fail to do anything that leads to the Policy of insurance on the Property/Premises, or Fixtures and Fittings not covering (in full or in part) the losses otherwise covered by the Policy. The Certificate and Policy of Insurance held by the Landlord may be inspected by the Tenant prior to signing this Agreement and thereafter on reasonable written notice being given.
- 11.2 To pay to the Landlord all sums paid by the Landlord by way of increased insurance premium or necessary expenses incurred as a result of a failure to comply with clause 11.1 of this Agreement.
- 11.3 To inform the Landlord or his Agent of any loss or damage to the Property/Premises or Fixtures and Fittings within a reasonable time of the damage coming to the notice of the Tenant.
- 11.4 To provide the Landlord or his Agent with details of such loss or damage within a reasonable time of that loss or damage having come to the notice of the Tenant.

## **ACCESS AND INSPECTION**

- 12.1 To allow the Landlord (or any Superior Landlord) his agent or any professional adviser authorised by the Landlord to enter the Property/Premises with or without workmen and with all necessary equipment. Other than in the case of an emergency, the Landlord shall give the Tenant not less than 24 hours' written notice. The Tenant is only required to allow such access for the following:
  - the Tenant has not complied with a written notice under clause 10.15 of this Agreement and the Landlord wishes to enter the Property/Premises in accordance with that clause
  - the Landlord seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in clause 27.3 of this Agreement)
  - the Landlord wishes to inspect the Property/Premises.
  - to enable the Landlord or the Agent to comply with statute.
  - Any gas safety or electrical safety checks
- 12.2 To permit the Property/Premises to be viewed at all reasonable times during normal working hours and at weekends following a request by any person who is (or is acting on behalf of) a prospective purchaser or tenant of the Property/Premises.
- 12.3 To allow the Landlord to erect "for sale" or "to let" signs at the Property/Premises.

## **ASSIGNMENT**

- 13.1 Not to assign, sublet, part with, or share the possession of all or part of the Property/Premises with any other person without the Landlord's prior consent, which shall not be unreasonably withheld.
- 13.2 Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenant in this Agreement and any permitted children to occupy or reside in the Property/Premises unless the Landlord has given consent, which shall not be unreasonably withheld.

## **USE OF THE PROPERTY/PREMISES**

- 14.1 To use the Property/Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.
- 14.2 Not to remove the Fixtures and Fittings of the Property/Premises or to store them in any way or place within or outside the Property/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.
- 14.3 Not to use the Property/Premises for any illegal purpose.
- 14.4 Not to register a company at the address of the Property/Premises.
- 14.5 Not to operate a business trade or profession from the Property/Premises.
- 14.6 Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than in accordance with any conditions required for the legal use of such restricted substances.
- 14.7 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Property/Premises. If in breach of this clause the Tenant smokes or allows others to smoke in the Property/Premises the Tenant agrees to pay for any washing down of walls or other remedial work to rid the Property/Premises of the odour of nicotine.
- 14.8 Not to use the Property/Premises or allow others to use the Property/Premises so as to cause a nuisance,

annoyance, or cause damage to any neighbouring, adjoining or adjacent Property/Premises or the owners or occupiers thereof. This shall include any nuisance caused by noise.

- 14.9 Not to decorate or make any alterations or additions to or in the Property/Premises without the prior consent of the Landlord.
- 14.10 Not to place any aerial, satellite dish, notice, advertisement, sign or board on or in the Property/Premises without the prior consent of the Landlord.
- 14.11 To pay all the reasonable costs of installation, removal, disposal of any item described in 14.10 and the repair of any damage done as a result of a breach of clause 14.10 above or if a .satellite dish, notice, advertisement, sign or board is erected with the consent of the Landlord
- 14.12 Not to keep any dangerous or inflammable goods, materials or substances in or on the Property/Premises, apart from small quantities of fuel, and other items, stored in a safe manner, required for general household use.
- 14.13 Not to barbecue in or on the Property if the Property is subject to a Head Lease including in any communal outside space or garden, balcony or roof terrace.
- 14.14 Not to hold or allow any sale by auction at the Property.

## UTILITIES

- 15.1 To notify the suppliers of gas, water, electricity and telephone services to the Property/Premises that this Tenancy has started and to apply for the accounts for the provision of those services to be sent in the name of the Tenant.
- 15.2 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property/Premises. This includes the installation of any pre-payment meter.
- 15.3 To inform the Landlord of any change of telephone number within 7 days of the Tenant being given the new number.
- 15.4 To pay to the Landlord all costs incurred in the re-connection of any 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.
- 15.5 To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 15.1 and to the local authority.
- 15.6 To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property/Premises.
- 15.7 Pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.
- 15.8 The Tenant agrees that all accounts for Gas and Electricity will be transferred to the Tenant(s)' names for the duration of the let. The tenant acknowledges that at the start of the let, the Gas and Electricity for the property will be provided, or will be in the process of being provided, by Spark Energy. However this will not prevent the Tenant from changing to a different energy provider if desired.

## ANIMALS AND PETS

- 16.1 Not to keep any animals or birds (whether domestic or otherwise) in the Property/Premises without the prior written consent of the Landlord.  
**This clause APPLIES to this tenancy. Clauses 16.2 - 16.5 DO NOT refer.**

## SPECIAL CLAUSES

- 16.2 To pay for the Property/Premises to be professionally cleaned and carpets, curtains and furnishings to be cleaned, by a pest control company, with de-infestation cleaner at the end of the Tenancy, in addition to any obligation under clause 10.3 of this Agreement. The Tenant will compensate the landlord for any loss suffered due to the presence of fleas in the Property/Premises.
- 16.3 To keep the animal under control during the Tenancy.
- 16.4 To clean the garden of the Property/Premises of all fouling, during, and at the end or earlier termination of the Tenancy.
- 16.5 To keep the animal under control and to take all reasonable steps to prevent the animal fouling the cultivated

gardens of adjoining properties.

## **LEAVING THE PREMISES EMPTY**

- 17.1 To notify the Landlord or the Agent before leaving the Property/Premises vacant for any continuous period of 21 days or more during the Tenancy.
- 17.2 To comply with any conditions set out in the Landlord's Policy of Insurance relating to empty Property/Premises, a copy of the policy and Schedule of Insurance can be provided upon request. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 17.1 of this Agreement.
- 17.3 To run all taps in sinks, basins and baths, flush lavatories and run any showers for twenty minutes upon taking up occupation and after the property has been vacant for any period of seven days or more, to reduce any risk against Legionella.

## **LOCKS AND SECURITY**

- 18.1 Not to install or change any locks in the Property/Premises without the prior consent of the Landlord, or the Agent, except in the case of an emergency.
- 18.2 Not to have any further keys cut for the locks to the Property/Premises without notifying the Landlord or the Agent in writing of the number of additional keys cut.
- 18.3 To return all keys, remote controls, or other security devices to the Landlord or the Agent, at the end of the Tenancy whether before or after the Term of this Agreement.
- 18.4 To pay the Landlord or the Agent the reasonable cost of replacing the locks to the Property/Premises where any keys given to the Tenant, or subsequently cut, are not returned to the Landlord or the Agent at the termination or earlier ending of the Tenancy.
- 18.5 To pay for the cost of replacement remote controls or other security devices that have been lost or not returned, at the end, or earlier termination of the Tenancy.
- 18.6 To set the burglar alarm (if applicable) when the Premises are vacant.
- 18.7 To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm (if applicable).

## **CAR PARKING SPACE**

- 19.1 To park private vehicle(s) only at the Property/Premises.
- 19.2 To park in the space allocated to the Property/Premises, if the Tenant is allocated a car parking space.
- 19.3 To park in the garage or the driveway to the Property/Premises if applicable.
- 19.4 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 of the Tenant, his family, contractors or visitors.
- 19.5 To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 19.6 Not to park any vehicle at the Property/Premises that is not in road worthy condition and fully taxed.

## **GARDEN**

- 20.1 To keep the garden, paths patio if applicable and any other areas of the garden, in the same condition and style as at the commencement of the Tenancy, weeded, tidy, and in good order. This clause is the Tenant's responsibility UNLESS Clause 27.14 applies.
- 20.2 To cut the grass regularly during the growing season. This clause is the Tenant's responsibility UNLESS Clause 27.14 applies.
- 20.3 Not to lop, prune, remove or destroy any existing plants, trees or shrubs without the written consent of the Landlord or Agent apart from general pruning necessary to keep the garden in good order; however this should be limited to working from ground level only without requiring the use of a ladder or working platform.

## **HOUSE PLANTS**

- 21 For the avoidance of doubt the Tenant will not be under any obligation to pay for or to replace any house plants that have been left in the Property/Premises which have died.

## **REFUSE**

- 22.1 To remove all rubbish from the Property/Premises both during and at the end of the Tenancy by placing it in a plastic bin liner in the dustbin or receptacle provided.
- 22.2 To dispose of all refuse through the services of the local authority.

## **HEAD LEASE**

- 23 To comply with the obligations of the Head Lease a copy of which is available upon request.

## **ENERGY PERFORMANCE CERTIFICATE ("EPC")**

- 24 To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

## **TENANCY EXTENSION**

- 25 To pay £120 inclusive of VAT towards each and every subsequent extensions of the Tenancy Agreement.

## **INVENTORY, CHECK OUT AND END OF THE TENANCY**

- 26.1 To hand a signed copy of the Inventory and Schedule of Condition ( if applicable ) to the Check-in clerk on the day of the Check-in having validated the Inventory with the Clerk and read the Inventory carefully and agreeing that any discrepancies found have been noted on the Inventory. In the event that the tenant is not present at the Check-in, or if for any reason an Inventory is not available at the Check-in, to return a signed copy of the Inventory and Schedule of Condition ( if applicable ) within 14 days of the commencement date of the tenancy with any written amendments or notes. If the tenant does not do so then the Inventory and Schedule of Condition dated as at the Commencement of the Tenancy shall stand as a true record of the Condition of the Property / Premises and will be used to assess all damage for Check-out purposes at the end of the Tenancy. The tenant must inform the Agent if a copy of the Inventory and Schedule of Condition is not received within 14 days of the Commencement of the Tenancy.
- 26.1a To pay for any cost applicable for checking the Inventory at the commencement of the Tenancy as itemised in the Invoice provided to the Tenant by the Agent.
- 26.2 To pay any cancellation fee of £144.00 inclusive of VAT incurred by the Landlord if an inventory clerk is used to prepare the check-out report of the Inventory and Schedule of Condition (if applicable) if 24 hours' notice in writing is not given by the Tenant to cancel the Inventory check-out appointment.
- 26.3 To accept that the report of the inventory clerk will be prepared at the second appointment if the Tenant or his agent fails to attend a second appointment.
- 26.4 To pay an additional charge of £36.00 per hour inclusive of VAT to check the Inventory and Schedule of Condition (if applicable) if an inventory clerk is used by the Landlord to prepare the check-out report, if the Inventory check-out has to be re-arranged because the Fixtures and Fittings have not been returned to the places noted in the Inventory and Schedule of Condition at the commencement of the Tenancy.
- 26.5 To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.
- 26.6 To remove or pay for the removal of all belongings, personal effects, foodstuffs or equipment of the Tenant from the Property/Premises at the end of the Tenancy.
- 26.7 To pay an additional charge of £36 per hour inclusive of VAT to undertake post-tenancy works due to any breach of clause 10.3 caused by any act of negligence or failure to clean and tidy or pay for the professional cleaning of the Property/Premises at the end of the tenancy to the same specification to which the Property/Premises and Fixture and Fittings were cleaned prior to the start of the Tenancy. This additional charge shall also apply to any post-tenancy maintenance works necessary due to negligence including gardening, redecorating, repairs, removing all refuse and rubbish belonging to the Tenant, removing all belongings personal effects, foodstuffs or equipment of the tenant and replacing items missing or damaged.
- 26.8 To vacate the Property/Premises within normal office hours at a time agreed with the Landlord or the Agent.

## **Further Conditions to be Kept by the Tenant**

- 26.9 To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy.

- 26.10 To be responsible for any charges (if any) levied by the local authority for collection of Recycling and/or Garden Waste.
- 26.11 To pay an Administration charge to the Agent of £15 for each time a rent reminder is issued after 7 days of the rent becoming due.
- 26.12 To regularly top up any water softener left at the property with the correct salts at the Tenants own expense.
- 26.13 To not introduce into the Property any portable heaters fired by liquid or bottled gas fuels.
- 26.14 In order to comply with the Gas Safety Regulations, it is necessary:
  - (a) That any ventilators provided for this purpose in the Property should not be blocked
  - (b) That brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent

#### **Tenant's Appliances**

- 26.15 To not install any gas appliances or electric appliances that require hard wiring in the Property without the prior written consent of the Landlord or the Agent.
- 26.16 To have any gas appliances installed and disconnected by a Gas Safe registered engineer only and provide a copy of the receipted invoice to the Landlord or the Agent promptly after installation and disconnection which will include a statement that the installed is a member of Gas Safe and quoting the relevant registration number.
- 26.17 To have any electrical appliances that require hard wiring installed and disconnected by an electrician who is a member of an approved scheme only and provide a copy of the receipted invoice to the Landlord or the Agent promptly after installation and disconnection which will include a statement that the electrician is a member of an approved scheme and quoting the details of the relevant scheme and registration number.

### **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. 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.

- 27.1 To allow the Tenant to peaceably hold and enjoy the Property/Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.
- 27.2 To confirm that all necessary consents to enable the Landlord to enter this Agreement have been obtained (whether from Superior Landlords, mortgagees, insurers, or others).
- 27.3 To comply with the obligations to repair the Property/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 repair the structure of the Property/Premises and exterior (including drains, gutters and pipes) and certain installations for the supply of water, electricity, gas and sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating or water heating but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 10.2.
- 27.4 To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 27.3 above.
- 27.5 To insure the buildings and contents of the Property/Premises under a general household policy with a reputable insurer and to provide, upon reasonable request, a copy of the relevant insurance certificate and policy to the Tenant.
- 27.6 To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless this obligation has been excluded by individual negotiation between the parties. The Tenant shall pay to the Landlord the cost of any repairs resulting from negligence or misuse including any accidental damage of all mechanical and electrical items by the Tenant, his family or the Tenant's visitors.
- 27.7 To ensure that all the furniture and equipment within the Property/Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 27.8 To ensure that all 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 at the start of the Tenancy.
- 27.9 To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, Plugs and

Sockets, etc. (Safety) Regulations 1994 and also Part P Building Regulations January 2005.

- 27.9.1 To ensure that any Electrician carrying out electrical work at the Property is a member of an approved scheme.
- 27.10 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property/Premises are held under a Superior Lease. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 27.11 To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Property/Premises apart from those specified as the obligations of the Tenant in this Agreement.
- 27.12 To pay for the making of, or to compile, or to arrange and pay for a fully comprehensive Inventory to be compiled prior to the commencement of the Tenancy.
- 27.13 To pay for the cost of checking the Inventory at the termination of the Tenancy.
- 27.14 To provide a gardener for the duration of this Tenancy or any extension of it.  
**This clause DOES NOT APPLY to this tenancy.**

#### **Green Deal**

- 27.15. To confirm that the Tenant has been provided with full written details of any Green Deal finance in accordance with the Section 12(2)(b) of the Energy Act 2011 and Green Deal (Disclosure) Regulations 2012 prior to the start of the Tenancy.
- 27.16 To confirm that the Tenant is only liable for Green Deal finance payments relating to the Term of the Tenancy.
- 27.17 Not to sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the Premises during the Tenancy without the prior written consent of the Tenant.

### **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

#### **ENDING THE TENANCY AND FORFEITURE**

- 28.1 If at any time:
  - a) the Rent, or any part of the Rent remains unpaid for 14 days after coming due, whether formally demanded or not; or
  - b) if any Agreement or obligation of the Tenant is not complied with; or
  - c) if the Property/Premises are left vacant or unoccupied for more than 21 days without the Landlord's consent (as set out in clause 17.1); or
  - d) if the Tenant shall become bankrupt, insolvent, go into liquidation or enter into a voluntary arrangement with its creditors or is made the subject of a winding-up order whether compulsory or voluntary; or
  - e) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);

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 Property/Premises provided he has complied with his statutory obligations by obtaining a possession order from the County Court and re-entering the Property/Premises with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This does not prejudice any right that the Landlord may have in respect of the Tenant's obligations under this Agreement.
- 28.2 If the Tenant vacates the Property/Premises during the Term but not in compliance with any break clause, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires, or the Property/Premises are re-let, whichever is the earlier.
- 28.3 Where the Property/Premises are left full of bulky furniture or a large amount of other discarded items belonging to the Tenant, which prevents the Landlord from re-letting, selling or occupying the Property/Premises, or making any other use of the Property/Premises until the items are removed from the Property/Premises; the Tenant shall remain liable for Rent and other monies under this Agreement. The Landlord or the Agent may remove, store, or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant that they consider the items to be abandoned and the Tenant has failed to collect them.
- 28.4 Where small items are left and they can be easily moved and stored the Landlord may elect to remove them from the Property/Premises and store them for a maximum of one month. The Tenant will be responsible for meeting all

reasonable removal and storage charges. However, such charges will only be incurred where the Landlord or the Agent has given the Tenant written notice that he considers that items have not been cleared and the Tenant has failed to collect the property promptly thereafter.

## INVENTORY AND CHECK OUT

- 29.1 At the conclusion of the Tenancy, the Landlord or the Agent shall arrange for the items contained in the Inventory and Schedule of Condition to be checked. The Tenant shall allow such checks to take place following receipt of notice from the Landlord or the Agent.
- 29.2 The Tenant shall allow the items contained in the Inventory & Schedule of Condition to be checked at the conclusion of the Tenancy, such checks to take place following receipt of reasonable notice from the Landlord or the Agent.

## INTERRUPTIONS TO THE TENANCY

- 30.1 To agree that Rent shall cease to be payable, if the Property/Premises are destroyed or made uninhabitable by fire, or any other risk against which the Landlord's Policy has insured, until the Property/Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) or the damage needs to be made good because of anything done or not done by the Tenant, his family, or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.
- 30.2 If the Property/Premises are not made habitable within one month, unless the Tenant is in breach of clause 30.1 above either party may terminate this Agreement, with immediate effect, by giving written notice to the other party.
- 30.3 On service of a notice to terminate following failure to reinstate within the period specified in 30.2 above, the Term is to cease absolutely, but without prejudice to any rights or remedies that may have accrued to the Landlord or the Tenant and all money received in respect of the insurance effected by the Landlord under this Agreement is to belong to the Landlord absolutely.

## DATA PROTECTION ACT 1998

- 31 It is agreed that the personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for marketing purposes during the Tenancy if you have given your consent; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, or any other interested third party.

## NOTICES

- 32.1 The Landlord has notified 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 or served on the Landlord is:  
**ROMANS 33-34 MARKET PLACE READING BERKSHIRE RG1 2DE.**
- 32.2 The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 32.1, any notice or other communication which is delivered or posted to the Property/Premises.
- 32.3 The provisions as to the service of notices in section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Property/Premises and deemed delivered two working days later or the last known address of the Tenant or left addressed to the Tenant at the Property/Premises.
- 32.4 Any notices served upon the Landlord will be sufficiently served if hand delivered to the Landlord at the address stated in clause 32.1 or left addressed to the Landlord at the address stated in clause 32.1.

## STAMP DUTY LAND TAX

- 33.1 The parties certify that there is no agreement for a long term lease or tenancy, with Stamp Duty Land ("SDLT") Tax payable on a purchase price or premium, to which this Agreement gives effect. This clause applies if the monthly rental exceeds £125,000 per annum (as per prevailing "SDLT" rates).
- 33.2 The Tenant agrees that he will be responsible for the costs of the Stamp Duty Land Tax ("SDLT") for the Agreement given to him and signed by the other party. This clause applies if the monthly rental exceeds £125,000 per annum (as per prevailing "SDLT" rates).

## SPECIAL CLAUSES

Individually Negotiated with the Tenant

## BREAK CLAUSE

- 34.1 The Landlord may give the Tenant at least 2 months' notice to take effect after the end of four months of the Tenancy and which cannot expire any earlier than the end of the first six months of the Tenancy or thereafter of his intention of recovering possession of the Property/Premises at the end of the notice period. Such Notice must also expire at the end of a relevant period, being the day before Rent normally falls due, which is the **2nd** of the month. Upon the expiry of this notice this Agreement shall cease except that either the Landlord or the Tenant can pursue their legal remedies against the other for any breach of any pre-existing rights under the Agreement apart from the pre-existing right to a fixed term contract which is subject to this break clause.
- 34.2 The Tenant may give the Landlord at least 2 months' written notice not to take effect until after the end of the first four months of the Tenancy and not to expire any earlier than the end of the first six months of the Tenancy or thereafter, of his intention to leave the Property/Premises by serving written notice upon The Landlord in accordance with clause 32.4. Such Notice must also expire at the end of a relevant period, being the day before Rent normally falls due, which is the **2nd** of the month. Upon the expiry of this notice this Agreement shall cease except that either the Landlord or the Tenant can pursue their legal remedies against the other for any breach of any pre-existing rights under the Agreement apart from the pre-existing right to a fixed term contract which is subject to this break clause.

## RENT INCREASE

- 35 The Landlord can increase the Rent every twelve months on the date on which the Tenancy began ("the Rent Increase Date"). **For the avoidance of doubt this means that the Rent will increase on 3rd July** each year. The increase will be 5% in addition to the current Rent payable. The Landlord must serve written notice on the Tenant in accordance with clause **32.3** at least one month prior to the Rent Increase Date ("the Rent Increase Notice"). If the Landlord chooses not to increase the Rent in any year it will not affect the Landlord's right to increase the Rent in any subsequent year of the Tenancy.

## ACCEPTANCE OF RENT

- 36 Acceptance of Rent by the Landlord or the Landlord's Agent shall be 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 Tenant's agreements 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.




## **Important Note - Signatures to the Agreement**


**\*DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT\***

Once this Agreement has been signed, the Tenant must pay the SDLT for this Agreement to the Stamp Office, if the Net Present Value after deducting a 3.5% discount exceeds £125,000. Failure to pay the SDLT within 30 days of commencement of the Tenancy could result in a fine and interest payments. Further information can be obtained by telephoning 0845 6030135 or from the Inland Revenue website on [www.hmrc.gov.uk/so/](http://www.hmrc.gov.uk/so/)

### **LANDLORD(s)**

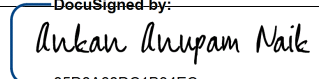
**MIAO MIAO ZHANG AND JOHN CURL**

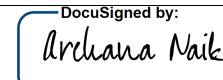
Signature (Landlord 1)	DocuSigned by:  2D522D8C10624C2...
Print Name	Miao Miao Zhang

Signature (Landlord 2)	DocuSigned by:  B12216B0D11C4CE...
Print Name	John Curl

### **TENANT(s)**

**ANKAN ANUPAM NAIK AND ARCHANA NAIK**

Signature (Tenant 1)	DocuSigned by:  85D8A68DC1B34EC...
Print Name	Ankan Anupam Naik

Signature (Tenant 2)	DocuSigned by:  7BCDCAE04A104ED...
Print Name	Archana Naik

# PRESCRIBED INFORMATION CERTIFICATE

This information is the prescribed information relating to your deposit protection under the Housing Act 2004. That means that the parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

The Deposit is protected by My|deposits

My|deposits is administered by - HFIS plc, ( The Scheme Administrator ) .

Address My|deposits, Ground Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire EN5 1NZ

Phone 0333 321 9401

Email [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk)

Fax 0845 6343403

A.1 Address of the Tenancy

**FLAT 1 16 WHALE AVENUE READING BERKSHIRE RG2 0GY**

## DETAILS OF THE DEPOSIT HOLDER(S) (AGENT ON BEHALF OF THE LANDLORD)

A.2 Name(s)

**MIAO MIAO ZHANG AND JOHN CURL**  
**c/o Romans**

A.3 Actual address

**Crowthorne House**  
**Nine Mile Ride, Wokingham**  
**Berks RG40 3GZ**

A.4 E mail address

[lettingsadmin@romans.co.uk](mailto:lettingsadmin@romans.co.uk)

A.5 Telephone number

01344 753130

A.6 Fax number

01344 753131

## DETAILS OF LEAD TENANT (1)

A.7 Name(s)

MR ANKAN ANUPAM NAIK

A.8 Address(es) for contact after the tenancy ends (if known)

Not known.

A.9 E mail address (if applicable)

[ankan.naik@gmail.com](mailto:ankan.naik@gmail.com)

A.10 Mobile phone number (if applicable)

07459864045

A.11 Fax number (if applicable)

## DETAILS OF TENANT (2) (IF APPLICABLE)

A.7 Name(s)

MRS ARCHANA NAIK

A.8 Address(es) for contact after the tenancy ends (if known)

Not known.

A.9 E mail address (if applicable)

[archana.naik26@gmail.com](mailto:archana.naik26@gmail.com)

A.10 Mobile phone number (if applicable)

07459864148

A.11 Fax number (if applicable)

Please provide the details requested in A. 7 – 11 for each Tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc.)

#### THE DEPOSIT

A.12	The deposit is	<b>£ 1650.00</b> <b>[ONE THOUSAND SIX HUNDRED AND FIFTY POUNDS]</b>
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A.13 The holder of the Deposit will register the Deposit with My|deposits within 30 days of taking the Deposit . This certificate provides the majority of the Prescribed Information in relation to the deposit protection.

A.14 The leaflet entitled “Information for Tenants – A Tenants Guide to My|deposits”, explaining how the Deposit is protected by the Housing Act 2004 and the protection and procedures with My|deposits, is attached to this certificate.

#### AT THE END OF THE TENANCY

A.15 The Deposit will be released following the procedures set out in clauses 6.2 to 6.14 of the Tenancy Agreement attached.

A.16 The Agent may make Deductions from the Deposit according to clauses 6.2 to 6.6 of the Tenancy Agreement attached.

A.17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in the leaflet referred to in A.14 , which is attached to this document. More detailed information is available on: [www.mydeposits.co.uk](http://www.mydeposits.co.uk)

A.18 At the end of the Tenancy should the Landlord or the Agent be unable to contact the Tenant then the Agent will hold onto the Deposit amount for three months to allow the Tenant to raise a deposit dispute with My Deposits. After this time, the Tenant must contact the Agent to enquire about the deposit money, as the Tenant will be unable to raise a deposit dispute with My|deposits.

A.19 If the Tenant is unable to contact the Landlord or the Agent at the end of the tenancy, for whatever reason, , then the Tenant can contact My|deposits to raise a possible dispute on 0844 980 0290 or notify them of a possible dispute online at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) .

A.20 The Agent confirms that the information provided in this certificate is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

A.21 The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by Lead Tenant

DocuSigned by:  
*Ankan Anupam Naik*  
85D8A68DC1B34EC...

Signed by Tenant 2

DocuSigned by:  
*Archana Naik*  
7BCDCAE04A104ED...

Signed by Agent on behalf of Landlord

DocuSigned by:  
*Deborah Winman*  
4310CE9B4964484...



## Information for Tenants

### A Tenant's Guide to my|deposits



Since the 6th April 2007 all Landlords who take a deposit from their Tenant in England and Wales on an Assured Shorthold Tenancy (AST) agreement must comply with the tenancy deposit protection legislation by:

- 1 Protecting the deposit with a government-authorised tenancy deposit protection scheme within 30 days of receiving it from the Tenant and,
- 2 Providing the Tenant with proof of the deposit protection (known as the Prescribed Information) within the same 30 day timeframe.

The legislation has been designed to protect your deposit and ensure that if entitled, you get it back.

**In this leaflet where it says Landlord it will also mean Agent if the Agent has taken and protected the deposit.**

### Penalties for landlords who fail to comply

You can take your Landlord to Court if they fail to comply with the legislation. They may face the following penalties:

- Be required to return the deposit to you or lodge the full deposit with the custodial scheme in 14 days.
- Be fined between one and three times the deposit amount.
- Be unable to serve a section 21 notice to regain possession of their property.

### About my|deposits

my|deposits is an insurance-based scheme. Landlords can join the scheme and pay a fee to protect your deposit. This enables them to hold it for the duration of the tenancy and then return the agreed amount to you at the end. We offer a free and impartial Alternative Dispute Resolution service if you cannot agree how much of the deposit is to be returned to you.

### How your deposit is protected with my|deposits



#### What is the Prescribed Information?

We provide your Landlord with a Deposit Protection Certificate (DPC) as proof of protection. It should be signed by your Landlord and you are given the opportunity to sign it to confirm your agreement to the information. This Information for Tenants leaflet is also part of the Prescribed Information. It explains who we are, how to get your deposit back and contains information about our Alternative Dispute Resolution process.

**IMPORTANT – KEEP THIS LEAFLET WITH YOUR DPC AND OTHER TENANCY DOCUMENTS**



## End of the Tenancy

You should request the return of your deposit at the end of the tenancy in writing and keep evidence of the request. If you do not contact your Landlord they may decide to keep your deposit until they hear from you. The onus is on you to request your deposit back.



## Deposit Deductions

Your Landlord may wish to make deductions from the deposit, if so we suggest you discuss the issues directly with your Landlord. Your Landlord should return any agreed amount to you within 10 days of your request for the deposit back. If you cannot agree the proposed deductions with your Landlord, you can raise a dispute with my|deposits within 3 months of vacating the property. You must wait 10 days after requesting the deposit back before raising the dispute.

*tip* If your Landlord does not respond to your request to return the deposit then you should raise a dispute.

## About Alternative Dispute Resolution

The my|deposits Alternative Dispute Resolution (ADR) service can resolve your deposit dispute without you having to go to Court. Both you and your Landlord must agree to its use. ADR is evidence based and requires you to raise a dispute explaining what you are disputing, and requires your Landlord to provide evidence to justify the proposed deductions to the deposit. An impartial adjudicator will review the case and make a binding decision based on the evidence provided. The disputed deposit must be lodged with my|deposits for safekeeping during the dispute. We will distribute the money once a decision is made.

## Notifying us of a dispute

Visit [www.mydeposits.co.uk/tenants](http://www.mydeposits.co.uk/tenants) to raise a deposit dispute. Any one Tenant on a Joint & Several Tenancy Agreement can raise a dispute, providing the name is on the DPC. They will need to confirm that they are acting on behalf of the other Tenants. We will check the validity of the dispute before proceeding to ADR. If the Deposit has been unprotected by either the Landlord or us then you will have three months from the date of unprotection to raise a dispute (providing you vacate the property during that period). There is a whole section on our website which gives guidance and help on the dispute process. [www.mydeposits.co.uk/tenants/guides](http://www.mydeposits.co.uk/tenants/guides)

## Contacting my|deposits

Kingmaker House, Station Road, New Barnet, Hertfordshire EN5 1NZ

0333 321 9401 [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk) • [www.mydeposits.co.uk](http://www.mydeposits.co.uk)



### Is your deposit protected?

You can check the Tenant section of our website to find out if your deposit is protected.

[www.mydeposits.co.uk/tenants/get-started/check-your-deposit](http://www.mydeposits.co.uk/tenants/get-started/check-your-deposit)

All that is needed is your surname, the rental postcode and the month the deposit was paid.

**my|deposits.co.uk**

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