

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the Landlord to the Tenant and by the Tenant to the Landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, **if you do not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it.** You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.



DEFINITIONS	The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.
The Premise	The Premise includes all, or any parts of the dwelling-house, gardens, paths, fences, boundaries or other outbuildings belonging to the Landlord which form part of the let. Where the Premise form only part of another property (eg in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities
Binding date	This tenancy agreement is not legally binding until it has been "executed" by being dated, after both parties (or their authorised representatives) have signed; although it might be possible for either party to take legal action against the other if they withdraw prior to this date.
Landlord	A person or persons who at any relevant time own, or have a formal interest in, the Premise that gives them the right to possession of the Premise upon the termination or expiry of the tenancy and anyone who later owns the Premise.
Tenant	A person, or persons, who at any relevant time are entitled to occupy the Premise under the Terms of this tenancy agreement.
Joint and several liability	The expression joint and several liability means that when more than one person comprise the Tenant, they will each be jointly liable for the payment of all rents and all liabilities in this tenancy agreement, both individually and together.
Superior Landlord	People, or persons, to whom the ownership or interest in a leasehold premise might revert in the fullness of time, following the expiry of the Term of any head, or superior, lease.
Head or Superior Lease	Means a lease (if any) under which the Landlord himself holds, or owns the Premise and which contains the obligations of which the Landlord, or his Tenants in turn, may be bound
Fixtures and Fittings	References to fixtures and fittings relate to any of the Landlord's furniture, furnishings, sanitary ware decorative features, white goods, equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.
The Term or the tenancy	References to the Term or the tenancy includes any extension or continuation, or any statutory periodic tenancy which may arise following the end of the initial fixed term.
Consent of the Landlord or his Agent	Where the consent of the Landlord or his Agent is required for the Tenant to carry out some action it is strongly recommended that where such consent is granted, the Tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.
Water charges	This includes charges, rates or costs relating to water, sewerage and environmental services
Utilities	This includes charges, rates or costs relating to telephone, gas, electricity, oil, communal energy and council tax
Stamp Duty	Following changes, which came into force on 1st December 2003, the responsibility for paying any Stamp Duty Land Tax (SDLT) that might be due on a tenancy agreement, is solely the Tenant's. This is a legal obligation and HMRC may impose fines or penalties for failure to comply. The calculation of the liability for duty on rent over the relevant threshold is subject to a number of factors and calculations. More information and guidance can be obtained from www.hmrc.gov.uk .
Masculine & feminine and singular & plural	Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
Agent	Chase Evans Residential Ltd, or any other duly authorised person, notified to the Tenant, who is acting from time to time on behalf of the Landlord.
Month/Monthly	Means a calendar month.
Working day	Means any day excluding a Saturday, Sunday or Bank Holiday.
Inventory and or Schedule of Condition	This refers to any document prepared by the Landlord, the Agent or an inventory clerk and provided to the Tenant which details the Landlord's fixtures, fittings, furnishings, equipment etc., the decor and condition of the premise generally. Such document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at commencement of the tenancy. Any significant misdescriptions or other amendments should be notified to the Landlord or his Agent as soon as practicable after the tenancy starts. In order to avoid misunderstandings or, it is strongly recommended that this notification be in writing and a copy kept for future reference
Deposit	Means the money held by the Agent or the Landlord as stakeholder during the tenancy, payable in debit card or bank transfer as security against the Tenant's obligations in this tenancy agreement.
Stakeholder	Means that deductions can only be made from the Deposit at the end of the tenancy with the written consent of both parties or an arbitration or court decision.

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.



1 SUMMARY OF CORE TERMS

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

1.2 Name of LANDLORD:

Ms On Ying Annie Cheung

1.3 Address for LANDLORD:

C/o Chase Evans Residential Limited, The Strata, 10&12 Walworth Road, London, SE1 6EE

IMPORTANT: -A Landlord is required by law (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987) to provide a Tenant with an address in England and Wales at which notices (including notices in proceedings) may be sent to or served on the Landlord, by the Tenant.

THEREFORE: - Where the address for the Landlord inserted at 1.3 is not in England and Wales you must insert in clause 1.4. an alternative address for the Landlord (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987) which is in England and Wales.

1.4 Alternative Address for LANDLORD: (if applicable):

N/A

1.5 Names of TENANTS:

Mr Salman Salman & Mrs Bushra Shoaib

1.6 Address of TENANTS:

Apartment 610, 631 Hadaeq Sheikh Mohammed Bin Rashid, Dubai, 111 581, United Arab Emirates

1.7 Address of PREMISES TO BE LET:

Flat 2603 Cassia Point, 2 Glasshouse Gardens, London, E20 1HX

1.8 EXCLUSIONS FROM THE LET PREMISES (e.g. Garage or other outbuildings etc):

N/A

1.9 Initial TERM of the Tenancy will be:

Twelve Calendar Months
Subject to clause 9

COMMENCEMENT date; from and including:

21st June 2023

EXPIRY date; to and including:

20th June 2024



1.10 RENT £3,100.00 (Three Thousand One Hundred Pounds) per calendar month.

Rent is payable monthly in advance and is due upon the **21st** of each month with the first payment to be made on or before the signing of this agreement. All Subsequent rental payment is to be made by 'Standing order' to the bank account of the Agent. Account details as follows:

Name:	Chase Evans Residential Ltd. Clients A/C
Account number:	95735968
Sort Code:	60-80-08
Reference:	QQT42187U

1.11 A security DEPOSIT of £3,576.92 (Three Thousand Five Hundred And Seventy-Six Pounds And Ninety-Two Pence) has been paid on or before the signing of this agreement.

1.11(a) If the Deposit referred to in clause 1.11 has been paid by anyone other than the named Tenant, then it has been paid by an interested party and as such the Deposit or balance thereof will be refunded to the interested party in line with the Deposit scheme guidelines and the final agreement of any proposed deductions will be between the Landlord and the interested party named above.

1.12 The Deposit referred to in clause 1.11 will be held by the **Agent** and protected by **Tenancy Deposit Solutions Ltd (TDSL)** in accordance with the Terms and Conditions of **Tenancy Deposit Solutions Ltd (TDSL)**. The terms and conditions and alternative dispute resolution rules governing the protection of the Deposit including the repayment process can be found at <http://www.mydeposits.co.uk>. No interest accrued from the Deposit funds will be paid to the Tenant.



2. TENANT'S OBLIGATIONS

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

The Tenants agree to the following:

- **GENERAL LIABILITIES, SERVICES AND UTILITIES**

- 2.1 As joint and several Tenants to be responsible and liable for all obligations under this agreement. Any obligation upon the Tenant under this agreement shall also require the Tenant not to permit any other person to do or not to do that thing.
- 2.2 To pay the rent, whether formally demanded or not, and all other sums due to the Landlord on time. Payments by other persons on behalf of the Tenant will be considered as if payments from the Tenant. Interest will be charged at 3% over the Bank of England base rate if a rent payment is more than 14 days overdue for each day that the payment remains outstanding and the Landlord may recover the interest as though it were rent.
- 2.2(a) Where the rent or deposit are paid by a corporate debit card via our secure link, a surcharge of 2.5% will be charged to the Tenant or card user from the balance made for every occasion that the card is used.
- 2.3 To occupy the Premises as the Tenant's only or principal home.
- 2.4 The Tenant shall be liable for the carrying out of repairs and maintenance to the Premises or the Fixtures or Fittings where such action is required as a result of breach of this agreement by the Tenant or his invited guests or visitors.
- 2.5 To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free from obstruction and to pay for the clearance of any blockage or overflow when any occur if the blockage is caused by the breach of this clause.
- 2.6 To run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Premises have been empty for any period of seven days or more.
- 2.7 To pay the Council Tax (or any other similar charge replacing the Council Tax) during the tenancy in respect of the Premises directly to the local authority.
- 2.8 To pay all charges falling due in respect of the use and supply at the Premises of any water and environmental services, electricity, gas, communal energy, oil or other relevant fuel and telephone services during the tenancy.
- 2.8(a) To arrange forthwith with the relevant authorities in respect of all accounts and all charges for water and environmental services, electricity, gas, communal energy (for space heating or cooling and water heating), oil or other relevant fuel, telephone services, TV licensing, broadband & satellite/cable television at the Premises to be addressed to the Tenant in his own name and to pay all standing charges in connection with the same and all charges for all water and environmental services, electricity, gas, communal energy (for space heating or cooling and water heating), oil or other relevant fuel, telephone services, TV licensing, broadband & satellite/cable television which shall be consumed or supplied on or to the Premises during the Term and not to willingly allow any of the services to be disconnected altered or removed and to ensure so far as it is within the Tenant's power that the said services are operating throughout the Term.
- 2.8(b) To pay any further charges including communal energy for heating and hot water accrued during and at the end or earlier termination of the tenancy which may be billed to the Landlord. The Tenant agrees to pay the invoices received by the Landlord and/or any estimated amount calculated at the end of the tenancy. Should payment not be made by the Tenant the amount will be deducted from the Deposit.
- 2.8(c) To pay any further charges including communal energy for comfort cooling accrued during and at the end or earlier termination of the tenancy which may be billed to the Landlord. The Tenant agrees to pay the invoices received by the Landlord and/or any estimated amount calculated at the end of the tenancy. Should payment not be made by the Tenant the amount will be deducted from the Deposit.
- 2.9 Where the Premises are served by a septic tank or cesspit, to arrange and pay for the septic tank or cesspit to be emptied annually and at the end of the tenancy.



- 2.10 Not to tamper, interfere with, alter or add to the water, electrical, gas or communal energy installations or meters, either in or serving the Premises.
- 2.11 Not to have or allow a key meter or any other meter which is operated by the insertion of coins, a pre-paid card, or key to be installed without the prior consent of the Landlord or his Agent which will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.12 Where there are any pre-payment meters at the Premises at the commencement of this tenancy, the Tenant is responsible for returning all keys or cards for topping up the meter at the end of the tenancy or sooner termination of this agreement. Failure to return the meter key or card will result in a charge of the reasonable costs of the replacement which will be deducted from Deposit.
- 2.13 Where there are any pre-payment meters at the Premises at the commencement of this tenancy, the balance on the meter will be noted on the check-in and inventory. The Tenant is responsible for ensuring that the balance is a positive balance of equal or higher value than the starting balance. No balance refunds will be payable to the Tenant.
- 2.14 Not to change the supplier of the domestic utilities or services referred to in the above clauses without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where such consent is given, the Tenant undertakes to promptly provide the Landlord or his Agent with full details of the new supplier and account numbers etc. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.15 If the Tenant brings into the Premises any gas appliance(s), he must ensure they are safe to use and are properly connected to the appropriate pipework in the Premises by a suitably qualified Gas Safe engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the Premises.
- 2.16 Where the Tenant is notified prior to commencement of the tenancy, in writing or by the provision of copy documents, of any agreements or restrictions, contained in any superior or head lease affecting the Premises, which may bind the Landlord (and his Tenant) in the use or occupation of the Premises, not to break such agreements or restrictions.
- 2.17 Not to use the Premises, or knowingly allow it to be used, for illegal or immoral purposes and that includes the use of any illegal drugs which are or become prohibited or restricted by statute.
- 2.18 To use the Premises only as a single private residence for the occupation of the Tenant and not to carry on any formal or registered trade, business or profession there.
- 2.19 Not to sublet or take in lodgers or paying guests without the Landlord or his Agent's prior consent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.20 Not to assign the tenancy of the Premises or any part of it without the Landlord's prior consent, which will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* Any assignment would represent a change to the Tenancy and will be liable to a charge of £50 inc. VAT.
- 2.21 As quickly as is practical after receipt, to send to the Landlord or his Agent any formal or legal notice or orders or other similar document delivered to the Premises by a third party which relate to, or might significantly affect, the Premises, its boundaries or adjacent properties.
- 2.22 If the Tenant breaks the contract not in accordance with the terms and conditions of this agreement, the Tenant will remain liable for rent and any other monies payable under this agreement until the Term expires or until a new Tenant moves in whichever is sooner, whether or not the Tenant chooses to continue occupying the Premises. Should a new Tenant move into the Premises during the Term the Tenant will also be liable for any losses incurred by the Landlord which may include costs for referencing, check in / out, deposit registration, tenancy agreement, marketing and advertising. For the avoidance of doubt this clause shall not take effect where the Tenant is operating a break clause contained in this agreement.
- 2.23 To indemnify the Landlord or his Agent for any sum which the Landlord or his Agent is required to repay to the local authority in respect of Housing Benefit (or equivalent) which has been paid direct to the Landlord or his



Agent on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

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

- 2.24 In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Premises or the Fixtures or Fittings, to promptly inform the authorities as appropriate and the Landlord or his Agent as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord or his Agent to assess whether to make a claim on any relevant insurance policy.
- 2.25 Not to do anything or omit to do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to damage to or ruin of the Premises or the Fixtures and Fittings.
- 2.26 Not to do or fail to do anything that leads to any policy of insurance on the Premises or the Fixtures and Fittings not covering any part of the losses covered by the policy or do anything which leads to an increase in the insurance premium payable by the Landlord.
- 2.27 To indemnify the Landlord for any reasonable excess sum payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors or guests in breach of this agreement.

- **LOCKS AND SECURITY**

- 2.28 Before leaving the Premises empty or unoccupied for any continuous period in excess of 14 days, to notify the Landlord or his Agent in advance and to fully co-operate and comply with any reasonable requirements or conditions relating to the security or safety of the Premises whilst being left empty or unoccupied.
- 2.29 Not to change any burglar alarm codes (if any) without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where such consent is given, to promptly provide the Landlord or his Agent with the relevant new code. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)*
- 2.30 To ensure that the Tenant, his family or visitors does not accidentally or negligently set off the burglar alarm and to ensure that the burglar alarm is not damaged by misuse or negligence by the Tenant, his family or any guests of the Tenant.
- 2.31 Not to change, alter, add to or otherwise damage any locks or bolts on the Premises (except in the case of an emergency) without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* Where any new or additional locks or bolts are fitted to the Premises, to promptly provide the Landlord or his Agent with an appropriate set of keys.
- 2.32 If any lock or bolt is installed or changed on or in the Premises without the prior consent of the Landlord or his Agent to remove them if so required by the Landlord or his Agent and to make good any resultant damage to the Premises.
- 2.33 To fasten all locks and bolts on the doors and windows of the Premises when the Premises are empty and at night.
- 2.34 During the tenancy, to take such reasonable precautions expected of a householder to keep the Premises free of infestation by vermin, rodents, animal fleas and bed bugs.
- 2.35 **GARDENS/ BALCONIES** *(if applicable)*
- 2.35(a) Not to dig up, lop, prune, cut down or destroy any trees, shrubs or bushes (if any), except with the Landlord's prior consent, which will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)*
- 2.35(b) To cut the grass (if any) of the Premises from time to time to keep the grass in a neat and tidy condition. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated, as at commencement of the tenancy.
- 2.35(c) To keep any balcony or terrace attached to the Premises neat and tidy and free from rubbish and not to hang



any washing, clothes, flag, banner or sign of any nature or other articles on any balcony or terrace or otherwise allow such washing, clothes, flag, banner or sign of any nature or other articles to be visible from the exterior of the building.

2.35(d) Not to store or use any barbeque or other cooking equipment on any balcony.

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

These clauses should not be taken as an exhaustive list.

- 2.37 To take reasonable and proper care in the use of the Premises, the Fixtures and Fittings and not to deliberately damage or alter the Premises, the decor, and the Fixtures and Fittings either internally or externally.
- 2.38 To ensure that any working chimneys, made use of by the Tenant are kept swept and clear throughout the Tenancy.
- 2.39 To clean or have cleaned both internally and externally all reasonably accessible windows of the Premises as necessary during the tenancy, and within one month prior to the end of the tenancy.
- 2.40 To promptly replace all broken or cracked glass with the same quality glass where the breakage was due to the negligence, his family or his visitors.
- 2.41 To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system.
- 2.42 To replace or have replaced all light bulbs, fluorescent tubes, fuses etc. as and when necessary during the tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the tenancy.
- 2.43 To test at regular intervals any battery operated smoke alarms fitted in the Premises and replace any battery in an alarm, which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord or his Agent.
- 2.44 To be responsible for unblocking or clearing stoppages in any sink, or basin, or toilet, or waste pipe which serve such fixtures if they become blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant (or his invited visitors or guests) in breach of obligations under this agreement.

- **THE PREMISES AND ITS FIXTURES AND FITTINGS**

- 2.45 To keep the Premises and the Fixtures and Fittings in a clean and tidy condition and not to alter the appearance or decoration or structure of the Premises or the Fixtures and Fittings either internally or externally without first obtaining the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)*
- 2.46 To take care not to put, or allow to be put, any oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the Premises.
- 2.47 To notify the Landlord or his Agent immediately of any defect, damage or disrepair which develops or occurs at the Premises. The Tenant must not carry out or authorise repairs himself except in an emergency to restrict or diminish any immediate dangers or damage.
- 2.48 Not to keep on, or bring into the Premises, any flammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Premises or the health of its occupants or of the neighbours.
- 2.49 To take all reasonable precautions to prevent damage by frost or freezing occurring to the Premises, or the Fixtures and Fittings.
- 2.50 Not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the Premises (either externally or internally) without first obtaining the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* Where granted, the Tenant will be responsible for the installation and subsequent removal and the making good of any resultant damage or redecoration if so required by the Landlord. The Landlord or his Agent reserves the right to withdraw any such





consent previously given on reasonable grounds and upon reasonable notice.

- 2.51 Not to do anything at the Premises (including the playing of excessively loud music) which is a nuisance or annoyance or causes damage to the Premises or adjacent or adjoining premises or neighbours or might reasonably be considered to be anti-social behaviour.
- 2.52 Not to remove from the Premises any of the Fixtures and Fittings, or store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the Landlord or his Agent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* Where such consent is granted, the Tenant must take all reasonable steps to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy are returned to the same places from which they were removed in the Premises.
- 2.53 Not to fix or hang any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and to make good at the end of the tenancy.
- 2.54 Not to store or keep on the Premises or any communal car park any boat, caravan or commercial vehicle without the prior consent of the Landlord or his Agent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted.)* Such consent not to be unreasonably withheld. The Landlord reserves the right to withdraw any such consent previously given on reasonable grounds and upon reasonable notice.
- 2.55 Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.
- 2.56 To take reasonable and prudent steps to adequately heat and ventilate the Premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the Premises and the Fixtures and Fittings.
- 2.57 Where the Tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the Premises set out under this agreement, the Tenant agrees to carry out any reasonable and necessary corrective measures or action within a maximum of four weeks, or within any alternative timescale agreed with the Landlord or his Agent, or earlier if urgency requires it, of being asked in writing to do so by the Landlord or his Agent. After that time, the Landlord or his Agent may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable for the Landlord's reasonable costs involved in those arrangements and for the carrying out of such works.

- **ACCESS AND INSPECTION**

- 2.58 To permit the Landlord, his Agent, any superior landlord, agent, professional advisor, authorised contractor or any other person authorised by the Landlord with or without workmen upon a minimum of 24 hours prior written notification (except in the case of emergency), to enter the Premises during working hours and/or at other reasonable times including weekends, to inspect the Premises and/or the Fixtures and Fittings, and to do work which might be required from time to time in order to fulfil obligations under this agreement or relevant legislation.
- 2.59 In the case of a property visit where we do not hold keys for the Premises, the Landlord or his Agent will arrange for the visit to happen in the Tenant's presence. If the Tenant is unable to keep the appointment, he must give at least 12 hours' notice to the Landlord or his Agent.
- 2.60 During the last two months of the tenancy, upon a minimum of 24 hours prior written notification, to permit the Premises to be viewed during working hours and at other reasonable times including at weekends by prospective tenants who are authorised to do so by the Landlord or his appointed Agent. Except where mutually agreed otherwise with the Tenant, the Landlord or his authorised Agent or representative will accompany these viewing appointments.
- 2.60(a) At any time during the tenancy, upon a minimum of 24 hours prior written notification, to permit the Premises to be viewed during working hours and at other reasonable times including at weekends by prospective purchasers who are authorised to do so by the Landlord or his appointed Agent. Except where mutually agreed otherwise with the Tenant, the Landlord or his authorised Agent or representative will accompany these viewing appointments.
- 2.61 During the last two months of the tenancy to permit, at the discretion of the Landlord or his Agent, a reasonable number of "for sale" or "to let" signs to be displayed on the Premises.



2.62 In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workmen or their professional advisors, access to the Landlord's premises in order to carry out any work required to the Premises or the neighbouring property under the Party Walls etc. Act 1996.

AT THE END OF THE TENANCY

- 2.63** To clean or procure the cleaning of to a professional standard the Property and Fixtures and Fittings at the end of the tenancy, to the same standard to which the Property and Fixtures and Fittings were cleaned prior to the start of the tenancy, as stated in the check in report of the Inventory and Schedule of Condition.
- 2.64** To remove or procure the removal of all refuse and rubbish from within the Premises and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal.
- 2.65** To return all keys, fobs, access cards and remotes to the Premises (including any new or additional or duplicate keys cut during the tenancy and any prepayment meter keys or cards) to the Landlord or his Agent promptly on or before the last day of the tenancy. If any keys, fobs, access cards and remotes have to be replaced due to loss or damage by the Tenant at the end of or during the Tenancy, the Tenant will be liable for the Landlord's reasonable costs in replacing them.
- 2.66** To co-operate in the checking out of the Inventory and or Schedule of Condition and to ensure that they attend any appointment arranged for the check out inspection.
- 2.67** To remove all the Tenant's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment from the Premises on, or before, the last day of the tenancy.
- 2.68** Any of the Tenant's belongings, or property, or personal effects, or foodstuffs or furnishings and equipment left behind at the Premises will be considered abandoned after the end of the tenancy upon the expiry of 14 days written notice sent addressed to the Tenant at the address provided by the Tenant in accordance with clause **2.70** of this agreement. If the Tenant has not removed or retrieved his items before the notice expires, the Landlord, or his Agent, may remove, store or dispose of any such items as he sees fit.
- 2.69** To ensure that no bulky or unwieldy items (either individually or as a collection) in the Premises at the end of the tenancy which may prevent or unreasonably inconvenience the Landlord's immediate ability to occupy or make use of, or re-let, or sell the Premises, or any part of the Premises.
- 2.70** To provide the Landlord or his Agent with a single forwarding or correspondence address to use after the end of the tenancy for ease of administration and communication between the parties including the processes involved in the return of the Deposit.
- 2.71** 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 and utility providers and to the local authority.



4.3 Any interest earned on the Deposit shall be retained by the Landlord or the Agent.

• **DEALING WITH THE DEPOSIT AFTER THE END OF THE TENANCY**

4.4 After the end of the tenancy, the Agent on the Landlord's behalf shall be entitled, with the written consent from the Landlord and the Tenant, to deduct from the Deposit any monies referred to in clause 4.1 of this agreement. If more than one deduction is to be made, monies will be deducted from the Deposit in the order listed in clause 4.1.

4.5 The Agent will inform the Landlord and the Tenant of the deductions that the landlord proposes to make from the Deposit as soon as possible after the end of the tenancy. Correspondence to the Tenant will be sent to the address provided by the Tenant in accordance with clause 2.70 of this agreement or by email to an address provided by the Tenant.

4.6 Where a dispute or difference relating to the treatment, application or repayment of the Deposit remains unresolved over 28 days after the end of the tenancy the dispute can, with the written agreement of both parties, be referred to an arbitrator or expert or an appropriate alternate dispute resolution process, to provide an adjudication on the dispute.

4.7 The Deposit (or appropriate balance) will be returned as soon as is reasonably practicable once vacant possession has been obtained following the final day of the tenancy; after the deduction of any sums or money (if any), in accordance with section 4, which are due to the Landlord (or Agent) arising from the Tenant's breach of or failure to comply with, the Tenant's obligations under this agreement.

4.8 The Deposit (or appropriate balance) will be returned to the Tenant by electronic bank transfer (usually within 10 working days) and where the Tenant comprises more than one person, the Deposit (or appropriate balance), may be returned to any one of them individually for and on behalf of all Tenants. Electronic bank transfers are made in sterling, where payments are to be made to a non-sterling account or overseas bank, bank charges will apply, which will be payable by the tenant.

4.9 If monies lawfully due to the Landlord under this agreement equal more than the Deposit, the Tenant will be liable to pay any excess to the Landlord within 14 days of written demand.

5. GENERAL

5.1 The Landlord's repairing obligations referred to in clause 3.3 shall not be construed as requiring the Landlord to (a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the premises in a Tenant-like manner; (b) to rebuild or reinstate the Premises in the case of destruction or damage by fire or by tempest, flood or other accident; or (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.

5.2 The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement

5.3 This agreement is subject to all laws and statutes affecting assured shorthold tenancies. If a court decides that some part of the agreement is invalid or unenforceable, the rest of the agreement will still be valid and binding on all parties.

Service of Notices etc. by the Landlord or Agent

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

- 5.5 The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.
- 5.6 The Tenant will be responsible for assessing their liability for Stamp Duty Land Tax (SDLT) and for submitting the appropriate forms and payment to HMRC if and at any time such liability occurs.

• **FORFEITURE - RIGHT OF RE-ENTRY**

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

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

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

For the avoidance of doubt:- In order to exercise his legal rights under this clause, a Landlord will first need to obtain a court order

- 5.7 If at any time the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any agreement or obligation on the Tenant's part is not complied with, or if any of the circumstances mentioned in the following Grounds;

Ground 8. (that both at the time of 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 quarter's rent is more than three months in arrears if rent is payable quarterly; (c) at least three months' rent is more than three months in arrears if rent is payable yearly), as set out in Part I of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) Or,

Ground 10. (That both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding),

Ground 11. (That there is a history of persistently being behind with rent),

Ground 12. (That the Tenant has broken one or more of his obligations under the tenancy agreement),

Ground 13. (That the condition of the premises or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living there),

Ground 14. (that the Tenant or someone living or visiting the premises 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 premises has been convicted of using the premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the premises),

Ground 15. (That the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the premises),

Ground 17. (That 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),

as set out in **Part II of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) are made out**, then the Landlord may re-enter the Premises and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this agreement.

6. DATA PROTECTION & CONFIDENTIALITY

- 6.1 Personal information of both the Landlord and the Tenant will be retained by the Agent and 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 other relevant party. Under GDPR both the Landlord and the Tenant are entitled on payment which may be

chargeable at £12 inclusive of VAT, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

INTERRUPTIONS TO THE TENANCY

- 7.1 If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, rent will cease to be payable until the Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable because or anything done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of rehousing the Tenant.
- 7.2 If the Premises are not made habitable within one month, either party may terminate this agreement by giving immediate written notice to the other.

8. RIGHT TO RENT

To agree that all persons named as the Tenant or who resides at the Property as an occupier whether named in the Tenancy Agreement or not must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Property. To avoid doubt if any person forming the Tenant or the occupier fails to comply, the Landlord may take any necessary legal action to have the person evicted from the Property and claim from the Tenant or occupier for any reasonable expenses.

If any person forming the Tenant or any occupier changes during the Tenancy all persons forming the Tenant agree to seek written consent from the Landlord or the Agent prior to any additional or new person taking occupation of the Property and to ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Property complies with the legal requirements of the "Right to Rent" prior to taking occupation by meeting the Landlord or the Agent personally to provide a valid passport to be checked and copied; and to provide a valid visa to work or study in the UK to be checked and copied.

9. ADDITIONAL CLAUSES

Mortgage

The Landlord gives notice to the Tenant that possession of the premises may be sought under Ground II of part I of Schedule 2 of the Housing Act 1988 in that:-

The premises are subject to a mortgage granted before the beginning of the tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground I above or a Court is satisfied that it is just and equitable to do so

For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

Mutual Break Clause

It is hereby agreed and understood that any time **after five months following the commencement of the initial fixed term** of this tenancy the Tenant may invoke this break clause by providing **a minimum of one calendar month's** written notice to the Landlord such notice to expire on or after **20th December 2023**. It is further agreed that any time **after four months following the commencement of the initial fixed term** of this tenancy the Landlord may invoke this break clause by providing **a minimum of two calendar months'** written notice to the Tenant such notice to expire on or after **20th December 2023**. At the end of such notice the tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either party against the other in respect of any breach of any of the terms and conditions of the agreement.

Parking

The property is offered without parking.

The Tenant (and any occupiers of the Apartment from time to time for so long as they occupy the Premises) shall not apply for or obtain or be entitled to a permit to park a vehicle in a place designated by an order under Section 45(2) of the Road Traffic Regulation Act 1984 for the use of residents in a locality of the Estate (unless the Tenant (or occupier as the case may be) is the holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970).



Pets Exclusion

The Tenant agrees not to keep any animals, birds or reptiles or rodents in or on the Premises nor to allow his invited guests or visitors to do so.

Smoking Exclusion

The Tenant agrees not to smoke in or on the Premises nor to allow his invited guests or visitors to do so.

Marble and Natural Stone Surfaces

To take responsible care by keeping these areas dry and free from standing moisture. To use suitable marble and natural stone- friendly products only. Not to use any abrasive products or any products containing acids, alkalis and other chemicals that can etch or damage the stone surface or degrade the sealer leaving the stone more vulnerable to staining. Not to use vinegar, ammonia, lemon or orange as cleaners as these products can etch or damage the stone surface or degrade the granite sealer.



10. SIGNATURES of the PARTIES

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the Landlord to the Tenant and by the Tenant to the Landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references. **If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it.** You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.

SIGNED
BY, OR FOR AND ON BEHALF OF, THE LANDLORD

Print Name: Ms On Ying Annie Cheung

A handwritten signature in blue ink, appearing to read "Salman Salman".

SIGNED
Tenant
Print Name: Mr Salman Salman

A handwritten signature in blue ink, appearing to read "Bushra Shoab".

SIGNED
Tenant
Print Name: Mrs Bushra Shoab