

# AGREEMENT

for letting furnished dwellinghouse  
on an assured shorthold tenancy  
under Part 1 of the Housing Act 1988

**DATED** 18<sup>th</sup> September 2013

**PARTIES** 1. **Abdul Ghuznavi**  
C/o. 3, Pepper street  
Canary Wharf  
London E14 9RB

Hereinafter called the "Landlord"

Note: Any notice under Section 48 of the Landlord and Tenant Act 1987 may be served on the Landlord at the above address

2. **Henry Slynn,** **Samuel May,** **Dylan Kerr.**  
41 Castle Road **66, Nelson rd** **5, High meadows, Stoke Heath**  
Colchester CO1 1UN. **Colchester CO3 9AP.** **Bromgrove B60 3QR**  
"Jointly & Severally liable, hereinafter called the "Tenant"

**PROPERTY LET** : 26, St' Mary's Road, Plaistow, London E13 9AD

**TOGETHER WITH** : The fixtures furniture equipment and effects therein and more particularly specified in the inventory thereof signed by or on behalf of the parties.

**TERM** : one year less one day from and including 19<sup>th</sup> September 2013 to and including 18<sup>th</sup> September 2014 and subject to the break clause set out in paragraph 6 of this agreement

**RENT** : £1350.00 per calendar month clear of all deductions for the duration of the term

**PAYABLE** : in advance by 12 equal Monthly payments on the 19<sup>th</sup> of each calendar month

**FIRST PAYMENT TO BE MADE** on the 20<sup>th</sup> September 2012

**DEPOSIT** : £1350.00 to be paid on the signing hereof to the Agent for Landlord to be dealt with in accordance with Clause 3(b)

- a) The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
- b) This Agreement incorporates the Letting Provisions annexed hereto.
- c) The Landlord hereby gives notice to the Tenant:-  
That this Agreement is intended to create an Assured Shorthold Tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly, save where the Landlord serves a notice under paragraph 2 of Schedule 2A to that Act.



## LETTING PROVISIONS

1. Where the context admits:-

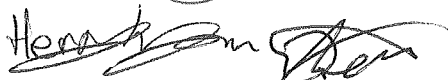
- (a) "The Landlord" includes the persons for the time being entitled to the reversion immediately expectant on the tenancy created
- (b) "The Tenant" includes the persons deriving title under the Tenant
- (c) "The Property" includes any part or parts of the property and the fixtures furniture equipment and effects or any of them
- (d) "Agent" means the Agent for the time being of the Landlord
- (e) A consent required from the Landlord under the provision by the Agent and any notice required to be given by or to the Landlord shall be sufficiently given or served if given by or to the Agent

2. The Tenant shall:-

- (a) Pay the rent at the time and in the manner aforesaid without any deduction or abatement whatsoever. **Overdue rental payments will be subject to a charge of £25 for every reminder sent for rent payment & an interest at the rate of 9% per annum calculated from the date the payment was due up until the date payment is received.**
- (b) (i) Arrange forthwith with the relevant authorities for all accounts in respect of electricity gas water and the telephone at the Property 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 gas and electric light and power and water which shall be consumed or supplied on or to Property during the tenancy and the amount of all charges made for the use of the said telephone and not to allow any of the said services to be disconnected altered or removed and shall ensure that the said services are operating throughout the tenancy and the Tenant shall not change or permit to be changed the number of the telephone and not transfer the said number at the end of the tenancy  
(ii) Without prejudice to the generality of the foregoing, arrange and discharge accounts for all services for the period down to the date of the expiration or sooner determination of the tenancy
- (c) Use the Property in a tenant-like manner
- (d) Keep the interior of the Property and all fixtures and fittings therein in the same good state and condition and repair as it was in at the date hereof (fair wear and tear and damage by accidental fire or other risk insured against by the Landlord only excepted unless the relevant policy of insurance shall have been rendered void or voidable or payment of the whole or part of the insurance monies refused in consequence of some act or default on the part of or suffered by the Tenant) and immediately replace all broken glass
- (e) Replace all fuses light bulbs and fluorescent tubes as and when necessary
- (f) Preserve the furniture equipment and effects from being destroyed or damaged and make good and pay for repair or replace with articles of a similar kind and of equal value such of the furniture equipment and effects as shall be destroyed lost broken or damaged (fair wear and tear and damage by accidental fire or other risk insured against by the Landlord only excepted unless the relevant policy of insurance shall have been rendered void or voidable or payment of the whole or part of the insurance monies refused in consequence of some default on the part of or suffered by the Tenant)
- (g) Keep or procure to be kept the garden at the Property (if any) in good order the grass cut and the borders free from weeds and not lop cut down remove or otherwise injure any tree shrub or plant growing upon the premises or alter the general character of the garden and throughout the tenancy cultivate the garden in a reasonable manner according to the season of the year and similarly to tend and keep in good heart any houseplants in the Property save insofar as it is the Landlord's responsibility
- (h) Deliver up to the Landlord the Property and all new fixtures and additions thereto (except such as the Tenant shall be entitled by law to remove) and the furniture equipment and effects specified in the Inventory or the articles substituted for the same at the expiration or sooner determination of the tenancy in such good clean state and condition and repair as aforesaid and the said garden clean tidy and properly tended
- (i) Keep cleansed and free from obstruction all gutters sewers drains sanitary apparatus water and waste pipes and ducts belonging to or forming part of the Property and replace all washers and to keep the Landlord and all other tenants and occupiers of the building of which the Property forms part fully indemnified against failure to comply with this covenant



- (j) Leave the furniture equipment and effects at the expiration or sooner determination of the tenancy in the rooms or places in which they were at the commencement of the tenancy
- (k) Pay for the washing (including ironing or pressing) of all linen and for the washing and cleaning (including ironing and pressing) of all counterpanes blankets and curtains and the steam or other appropriate cleaning of all carpets and upholstery which shall have been soiled during the tenancy
- (l) Permit the Landlord and the Superior Landlord or their respective Agents with or without workmen and others at all reasonable times during the tenancy upon reasonable notice (except in case of emergency) to enter the Property for the purpose of repairing and painting the outside thereof or of carrying out or completing any structural or other necessary or proper repairs to the Property or maintenance of any of the said fittings and equipment
- (m) Permit the Landlord his Agent or those with written authority from the Landlord or the Landlord's Agent upon giving reasonable notice during the last six weeks of the tenancy (howsoever determined) or at any time during the tenancy in the event of the Landlord wishing to sell or otherwise deal with its reversion at reasonable times of the day to view the Property by prior appointment
- (n) Permit the Landlord or the Agent with or without workmen and others upon giving reasonable notice (except in emergency) to enter upon the Property at all reasonable times during the daytime for the purpose of examining the state and condition of the interior of the Property and of the furniture equipment and effects therein and thereupon to permit the Landlord or the Agent to give to the Tenant notice in writing of all dilapidations wants of repair cleansing painting amendment and restoration to the Property then found and for which the tenant is liable herein and by such notice to require the Tenant to repair cleanse paint amend and restore and make good the same respectively within one month from the service of such notice and if the Tenant fails to execute the aforementioned work within the said period of one month then permit the Landlord to enter upon the Property and execute such work at the reasonable expense of the Tenant and pay to the Landlord the reasonable expenses of any such work upon demand on a full indemnity basis
- (o) Not remove the furniture equipment and effects specified in the Inventory or any part thereof or any substituted furniture equipment and effects from the Property
- (p) Not assign underlet charge or part with or share possession or occupation of the Property or any part thereof
- (q) Not carry on or permit to be carried on from the Property any profession trade or business whatsoever or let apartments or receive paying guests on the Property but use the same as a private residence in the occupation of the Tenant and his immediate family only or where the Tenant is a corporation an employee of the Tenant first approved in writing by the Landlord (such approval not to be unreasonably withheld) and his immediate family only and being in any case in total no more than 1 persons except for occasional guests
- (r) Not leave the Property vacant or unoccupied for a period in excess of 28 consecutive days without first giving notice to the Landlord of the intention of so and obtaining a written acknowledgement from the Landlord of such notice
- (s) (i) Not alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior consent of the Landlord  
(ii) If any such additional keys are made deliver the same up to the Landlord together with all original keys at the expiration or sooner determination of the tenancy and in the event that any such keys have been lost pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost key belonged
- (t) Not do or suffer to be done any act or thing which may be a nuisance or annoyance to the Landlord or to the occupiers of any adjoining premises or which may vitiate any insurance of the Property or the contents thereof against fire or otherwise increase the ordinary premium thereon and in particular without prejudice to the generality of the foregoing not to use or play any electrical or musical instruments of any kind or practice any singing in the Property so as to cause annoyance to nearby residents or occupiers or at all so as to be audible outside the Property between the hours of 11 pm and 9 am.
- (u) Not affix or exhibit or permit or suffer to be affixed or exhibited on or from the Property so as to be visible outside the same any flag placard sign or poster of any description and not affix to the windows of the Property externally or internally any venetian or other blinds except of such colour and construction as shall be previously approved by the Landlord and not hang



- or expose in or upon any part of the Property so as to be visible from the outside any clothes washing of any description or any other articles except in an area of the garden (if any) specifically set aside for this purpose
- (v) Clean all the windows of the Property and all net curtains therein as often as necessary during the tenancy and at the end of the tenancy
  - (w) Not deposit any store of coal or fuel elsewhere than in any receptacle or tank provided for the purpose nor keep any combustible or offensive goods provisions or materials on the Property
  - (x) Not to smoke in the property or allow guests of visitors to smoke in the property
  - (y) Not keep any animals birds reptiles or rodents on the Property
  - (z) Ensure that whenever the Property is left vacant or unattended all the external doors and windows are properly secured by all locks and other means provided by the Landlord and the burglar alarm (if any) is activate
  - (aa) (i) Not pull down alter add to or in any way interfere with the construction or arrangement of the Property or the internal or the external decoration or decorative scheme or colours thereof  
(ii) Not do or permit or suffer to be done anything upon the Property which shall cause damage to or deterioration of the internal or external surface thereof or the coverings or decoration of or to such surfaces and in particular without prejudice to the generality of the foregoing shall not hang affix place or stand any picture placard poster or similar item upon in or against any wall and shall not pierce nail pin screw peg or bolt into any walls or ceilings
  - (bb) Pay the Landlord's reasonable costs of and in connection with:-  
(i) The preparation of this Agreement  
(ii) Any check required by the Tenant at the commencement of the tenancy of the said Inventory  
(iii) The checking of the said Inventory at the termination of the said tenancy (howsoever the same may be determined) and the preparation of any Schedule of dilapidations whether during or at the end of the said tenancy  
(iv) All applications by the Tenant for any consent or approval of the Landlord required by the terms hereof including those incurred in cases where consent is refused or the application is withdrawn  
(v) Any breach by the Tenant of any covenant contained in this Agreement whether for the payment of rent or otherwise whatsoever
  - (cc) Procure that at all times during the tenancy hereby created there is a current valid television receiving licence in force in respect of any television set in the Property whether belonging to the Landlord or the Tenant
  - (dd) Throughout the term the Tenant pays the Council Tax payable for the Property or any extension thereof or any rate or tax that replaces the Council Tax

3. PROVIDED ALWAYS and IT IS HEREBY AGREED as follows:-

- (a) (i) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after same shall have become due (whether legally demanded or not) or  
(ii) In the event of the breach of any of the agreements on the part of the Tenant herein contained or implied or  
(iii) If the Property shall without consent as aforesaid be left vacant or unoccupied in excess of 28 days or  
(iv) If the Tenant being an individual shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation as a solvent company) or if the Tenant shall enter into any composition with his creditors or suffer any distress on his goods in the Property the Landlord may re-enter on the Property and thereupon the tenancy shall absolutely determine without prejudice to any other remedy of the Landlord
- (b) (i) The Landlord agrees that he shall register the deposit with one of the Government-authorized tenancy deposit protection schemes ("the relevent scheme") and shall inform the tenant of the details of the relevent scheme and the procedures for the recovery of the deposit at the end of the tenancy, including the procedures for resolving a dispute within 14 days of receiving the deposit. The deposit hereinbefore referred to throughout the term of the tenancy hereby created is held as security for compliance by the Tenant with the obligations of the Tenant under this Agreement and the payment holding and use of the same shall be without prejudice to any other rights and remedies of the Landlord whether expressed or implied.

*Hermita*

(ii) The Landlord shall also confirm to the tenant the amount of the deposit paid and the address of the property to which it relates and the contact details of the Landlord. The Landlord shall inform the tenant of the circumstances in which all or part of the deposit may be retained by the landlord in relation to the terms of this tenancy agreement

(iii) The Landlord has authorised its agent to utilise the Deposit Monies received from the tenant in settlement of their costs in letting and or managing the property on behalf of the landlord. The Landlord however undertakes to pay a sum equal to the Deposit paid by the Tenant into one of the Government authorised tenancy deposit schemes regardless of the sum received from the agent as detailed in sub-clauses (i) and (ii) above

(iv) As soon as practicable after the determination of the tenancy (howsoever the same may be determined) the Landlord shall retain and account to the Tenant for such part of the deposit as the Agent shall reasonably deem necessary to enable the Landlord as at the date of such determination to make good any breach or non-compliance by the Tenant with his obligations hereunder and to pay all costs charges and reasonable expenses incurred in connection therewith including the Landlords reasonable fees and disbursements and shall account to the Tenant for any balance of such sum. If the deposit shall be insufficient for the purpose aforesaid the Tenant shall pay to the Landlord forthwith on demand such sum as shall in the reasonable opinion of the Landlord be reasonably required for such purposes

(v) If the tenant shall determine this Agreement before the expiration of the said term of this Agreement without justified cause connected with the use and enjoyment of the property the said deposit shall be forfeited to the Landlord

**Signed and accepted by the tenant** ..... 

**Tenancy Deposit Protection Prescribed Information**

The contact details for the two schemes are as follows:

Name:	The Deposit Protection Service (DPS) or	My/Deposit
Address:	The Pavilions	Ground floor
	Bridgewater Road	Kingmaker House
	BRISTOL	Station Road
	BS99 6AA	Hertfordshire EN5 1NZ
Telephone number:	0844 4727 000	08449 800 290
Email Address:	enquiries@depositprotection.com	www.mydeposits.co.uk
Fax Number:	0870 703 6206	08456 343 403

Please see [www.depositprotection.com](http://www.depositprotection.com) for information provided by the scheme.

- (c) (i) If any rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within fourteen days of the day on which it became due the same shall be payable with interest thereon at the rate of four per centum per annum above the base minimum lending rate of Barclays Bank for the time being in force calculated on a day to day basis from the day upon which it became due down to the date of payment
- (ii) Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant and the Landlord shall be entitled to assume without enquiry
- (d) If the said Inventory has not been prepared and signed the parties hereto prior to the date hereof the Landlord will provide an Inventory to the Tenant within one week of the date hereof and the Tenant shall sign and return a copy thereof to the Agent for Landlord within 3 days of receipt of the same. If the Tenant shall not return such a signed copy within such period the Tenant shall be deemed to have accepted the Inventory as prepared unless within such period he notifies his objections to the same in writing to the Agent for Landlord
- (e) Any notice under this Agreement to the Landlord shall be served on the Agent for Landlord personally or by registered post. A notice sent by registered post shall be deemed to be delivered within 48 hours after it is placed in the post. Any Notice to the Tenant shall be deemed sufficiently served if it is sent by registered post to the Property and shall be deemed to be received 48 hours after posting
- (f) Any possessions, goods and effects left in the property at the end of the tenancy shall be disposed of by the Landlord unless the tenant makes separate arrangements with the landlord and these arrangements confirmed in writing. The tenant shall be held responsible for the costs of removal and disposal.

