

Please initial all pages & Sign  
Page 19, have your signature  
witnessed & return in  
Provided Pre-paid envelope  
Many thanks.

### **Agreement for an Assured Shorthold Tenancy under the Deposit Protection Service**

This document contains the terms of the Tenancy of **Flat 7 The Queens, 26 Broadway Parade, London N8 9DE** it sets out the promises made by the Landlord and the Tenant to each other. Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this tenancy agreement (The Agreement). Once signed and dated this Agreement will be legally binding and may be enforced by a court in England and Wales.

#### **Conditions Regarding the Start of the Tenancy**

The Landlord and Agent should ensure the following are served on all persons forming the Tenant at the start of the Tenancy and a signed receipt obtained:

- How to Rent Handbook produced by the Department of Communities and Local Government DCLG
  - Gas safety Certificates for the Property
  - Energy Performance Certificate
- Prescribed Information specifying how the Deposit is protected
  - The Deposit confirmation and the DPS leaflet
  - Electrical Certificate

The Tenant should question why any documents are missing and request copies prior to the start of the Tenancy

The Landlord and the Tenant should ensure that the Tenancy Agreement does not contain terms that either party does not agree and contains everything both parties want to form part of the Agreement. If the Tenant is unsure of any obligations, then advice should be taken from the Citizens Advice Bureau (CAB) or a solicitor. The tenant is advised to obtain confirmation in writing when consent is given to carry out any action under this Agreement.

## **ASSURED SHORTHOLD TENANCY AGREEMENT**

### **THE PROPERTY**

**Flat 7 The Queens,  
26 Broadway Parade  
London N8 9DE**

### **THE LANDLORD**

**Mileway Ltd**

### **THE TENANT**

**Miss Charlie Louise Spence**

|                                 | Page |
|---------------------------------|------|
| The main terms of the Tenancy   | 1    |
| Definitions and interpretations | 2    |
| Tenants obligations             | 3    |
| The Deposit                     | 10   |
| Landlords obligations           | 11   |
| Ending this agreement           | 12   |
| General                         | 13   |

THIS AGREEMENT is made on 30<sup>th</sup> April 2024

The Parties to this Agreement and the Property

THIS AGREEMENT IS MADE BETWEEN

**Mileway Ltd, Millmead Business Centre Mill Mead Industrial Centre, Mill Mead Road, London N17 9QU ("the landlord")**

AND

**Miss Charlie Louise Spence of Flat 7, The Queens, 26 Broadway Parade, London N8 9DE ("the tenants and no other person(s)")**

AND IS MADE IN RELATION TO THE PROPERTY AT:

**of Flat 7, The Queens, 26 Broadway Parade, London N8 9DE**

The Main Terms of the Tenancy

**PROPERTY:** The Landlord lets to the Tenant the Property situated at and known **Flat 7, The Queens, 26 Broadway Parade, London N8 9DE** together with the Fixtures and Fittings in and on the Property including all matters detailed in the Inventory and Schedule of Condition signed by the parties at the start on the Tenancy.

**CONTENTS:** The Property shall be let **part furnished (white goods)**.

**TERM:** The Landlord lets to the Tenant the Property for a period of **twelve** months ("The Term") from and including **30<sup>th</sup> April 2024** to and including **29<sup>th</sup> April 2025 (Please see schedule 5 for special conditions)**

The Tenant shall pay **£1,000.00 per month** payable monthly in advance ("the Rent") for the duration of the Tenancy subject to increases agreed on any renewals of the term.

**DEPOSIT:** The Tenant has paid **£980.75** as a Deposit. At the end of the Tenancy the Deposit will be returned subject to the possible Deductions set out in clause 17 of this Agreement.

**PAYABLE:** **£1,000.00pcm** payable on the **30<sup>th</sup>** day of every month in advance without any Deductions, by standing order to:

Bank Name: **Lloyds**  
Sort Code: **30-65-41**  
Account No: **29011660**

Using the reference: **Spence 7 The Queens**

Standing orders must be set up to ensure that payments are received by the Date Stated above.

Signed:.....

This Agreement is intended to create an Assured Shorthold Tenancy as defined By section 19A of the Housing Act 1988 (as amended) and will take effect subject to the provisions or the recovery of possession set out in section 21 of that Act.

### Definitions & Interpretation

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

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

Agent means Cherubim (or Cherubin) Property Management or anyone who subsequently takes over the rights and obligations of the Agent.

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

Building means the building of which the property forms part including exit and entry to all the common parts.

"Fixtures & Fittings" include references to any of the fixtures, fittings, furnishings, or contents, floor, ceiling or wall coverings in or on the Property as specified in the inventory and schedule of conditions,

"Inventory and Schedule of Condition" is the record of Fixtures & Fittings in the Property drawn up prior to the commencement of the Tenancy by the Landlord or Inventory Clerk which will be given to the Tenant at the start of the Tenancy after the check in report has been prepared

"Tenancy" or "Term" means the entire period the Tenant remains in the property including any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term

"Deposit" is the money held by the Deposit Protection Service during the Tenancy in case the Tenant should fail to comply with the terms of this Agreement

DPS means Deposit Protection Service

"Relevant Person" in the prescribed information means any person, company or organisation paying the Deposit on behalf of the Tenant such as a local authority, parent, other third party or guarantor

"Permitted Occupier" or "Licensee" means any person permitted by the Landlord in advance to live in the property but not named as the Tenant in the Tenancy Agreement. That person will be bound by all obligations of the Tenancy Agreement but will have no rights as the Tenant and will not be liable to pay rent

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

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

The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purposes only

"Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures & Fittings contained in the Property

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

"Head Lease" sets out the obligations your Landlord has to his Superior Landlord.



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.

It is agreed as follows:

The Landlord and the Tenant agree to the letting of the Property for the Term and at the Rent payable as set out below upon the following terms:

- a) The Tenant will observe and perform the Tenant's obligations as set out in Schedule 1 to this Agreement
- b) The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement
- c) The Landlord and the Tenant agree and confirm the declarations, Provisions and notices as set out in Schedule 3 to this Agreement
- d) The Landlord and the Tenant will observe and perform the obligations as set out in the Schedule 4 to this Agreement
- e) The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 5 to this Agreement
- f) The tenant agrees to abide by the conditions shown in the Head Lease and specified at Schedule 6

### **The Terms of the Tenancy**

#### **Term of Tenancy**

The Landlord lets to the Tenant the Property for the period of 12 months ("The Term") The Tenancy shall start on and include the ("Start Date") and shall end on the include the ("End Date") but subject to clause in Schedule 5

#### **The Rent**

The Tenant shall pay to the Landlord or the Agent **£1,000.00** per month, ("the Rent") payable in advance exclusive of council tax, utilities and water charges. The first payment shall be made on the (30<sup>th</sup> May 2024) Thereafter, payments shall be made on the (30<sup>th</sup>) of each month.

#### **Rent Review**

Will be at the discretion of the landlord.

#### **The Deposit**

The tenant ("**Charlie Louise Spence**") shall pay to the Landlord or the Agent on the signing of this Agreement (**£980.75**) as a Deposit which shall be held by the Deposit Protection Service. At the end of Tenancy the Agent or Landlord shall return the Deposit to the Tenant or the Relevant Person subject to the possible deductions set out in this Agreement.

The Relevant Person named above and in the Prescribed Information is paying the Deposit on behalf of the Tenant. The Deposit will be returned to the Relevant Person at the end of the Tenancy or any extension of it after deductions agreed between the Landlord and the Tenant have been made

#### **Fixtures and Fittings**

The Tenancy shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition



**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.

Signed:  .....

**Schedule 1**  
**Tenant's Obligations**

The Tenant agrees:

**1 General**

- 1.1 To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, which means they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together.
- 1.2 To take reasonable care not to permit or allow any licensee or visitor to do or not to do anything that breaches the obligations of the Tenant under this Agreement.
- 1.3 Not to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord (or his Agent) holds the Deposit or any part of it.

**2 Rent and Other Charges**

- 2.1 To pay the Rent at the time and in the manner specified.
- 2.2 To pay interest on any payment of Rent not made as set out on page 3 of this Agreement.
- 2.3 To transfer the account and pay the Council Tax or any tax which may be substituted thereafter due in respect of individuals at the Property direct to the relevant local rating authority.
- 2.4 To pay all charges falling due for the following services used during the Tenancy and to pay a proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:
- gas
  - water (including sewerage and other environmental services)
  - electricity
  - any other fuel charges
  - telecommunications
- 2.5 To pay any reasonable charges or other costs incurred by the Landlord or Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.
- 2.6 To pay for the television licence regardless of the ownership of the television set.  
To repay to the Landlord and to compensate him for any council tax or substituted property tax paid to the local authority for the period of the Tenancy.
- 2.7 As a condition of entering into this tenancy agreement the tenant shall:  
Ensure they have sufficient means to cover their liability for accidental damage to the landlord's property, furniture, fixtures, and fittings.  
The Tenant must provide the Landlord or his Agent with a copy of his current insurance certificate prior to the commencement of the tenancy detailing the cover held, the name and address of the insurer, the policy number and the date of renewal.

**3 Utilities**

- 3.1 To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Property that this Tenancy has started and to transfer the accounts for these services into the name(s) of the Tenant.
- 3.2 To inform the utility suppliers of the meter readings taken at the time of the check-in of the Inventory and Schedule of Condition.

Signed:  .....

- 3.3 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- 3.4 Not to change the telephone number at the Property.
- 3.5 Not to apply to British Telecom or other telecom providers on the termination of this agreement for the transfer of the telephone number to any other Property or for the disconnection of the service.
- 3.6 To pay to the Landlord all costs incurred in the re connection of any service following disconnection of the service whether caused by the Tenant's failure to comply with clause 3.1 or by anything done or not done (i.e. by either negligent act or omission) by the Tenant.
- 3.7 To arrange for the reading of the gas electricity and water meters, if applicable, at the termination of the Tenancy and to supply these readings to the utility suppliers
- 3.8 At the termination or sooner ending of the Tenancy to give their forwarding address to the utility suppliers and to the local authority or if this is not done to permit the Landlord or the Agent to do the same

#### **4 The Condition of the Property: Repair, Maintenance and Cleaning**

- 4.1 To keep the interior of the Property and the Fixtures & Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition, and to make good or repair or replace with articles of similar kind and of equal value such of the furniture and effects as shall be destroyed lost broken and damaged. 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 (i.e. by either negligent act or omission) by the Tenant or any other person residing, sleeping in or visiting the Property;
  - repairs for which the Landlord has responsibility (these are set out in paragraph 18.4 of this Agreement);
  - damage covered by the Landlord's insurance policy.
- 4.2 To inform the Landlord or the Agent as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Property or the Fixtures and Fittings as set out in Paragraph 18.4 of this Agreement.
- 4.3 To use the Property in a proper and Tenant-like manner and in particular ensure that the Property is in a tidy and presentable state during the last eight weeks of the agreement when the Property is available to be viewed by prospective Tenants or purchasers.
- 4.4 To pay for the professional cleaning of the Property at the end of the Tenancy, to the same specification to which the Property and Fixtures & Fittings were cleaned prior to the start of the tenancy, as stated in the Inventory and Schedule of Condition. To clean any cooking smell left in the property and redecorate/repaint if discoloured because of cooking.
- 4.5 To clean or pay for the cleaning of the inside and outside of the windows and any blinds fitted in the Property as often as necessary during the Tenancy and within one month before the end of the Tenancy.
- 4.6 To keep all smoke alarms (if applicable) in the same good working order as at the start of the Tenancy by replacing batteries where necessary.
- 4.7 To replace promptly, as soon as the breakage comes to the attention of the Tenant all broken glass with the same quality glass, any cracked or broken windows or door glass to the property broken by the tenant, their family or any of their visitors.
- 4.8 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.

Signed:.....



- 4.9 Not to iron any items on the carpets floors or other surfaces in the property or to leave any irons, candles, hair straighteners, hair dryers or tongs on any of the carpets floors or other surfaces in the property. No Smoking in side this property.
- 4.10 To replace all electric light bulbs fluorescent tubes and fuses where necessary.
- 4.11 To take reasonable precautions not to overload the electric circuits at the Property by inappropriate use of multi-socket electrical adapters or extension cables.
- 4.12 To ensure that any electrical appliances extension cables or adaptors belonging to the Tenant are in a safe condition.
- 4.13 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.
- 4.14 To keep all air vents extractor fans and ventilation ducts clean and free from obstruction.
- 4.15 To pay for the reasonable costs of repair to the Property or the Fixtures and Fittings caused by any major failure of the Tenant, his family, or his visitors, to comply with the obligations set out in this section of the Agreement, with the exception of fair wear and tear and insured risks.
- 4.16 Prevent condensation you must take reasonable care to heat and ventilate the premises to help prevent condensation. If there is condensation, you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings
- 4.17 To elect whether to carry out repairs or other works required under this section of the agreement within one month, unless a shorter period is justified; or whether to authorise the Landlord or the Agent to carry out the work at the Tenant's expense.
- 4.18 To allow the Landlord or Agent to enter the property, with workmen, upon giving to the Tenant at least 24 hours' notice, to carry out repairs or other works required under clause 4.15 when the Tenant has failed to comply with his obligations under the above clause.

## **5 Use of the Property**

- 5.1 To use the Property for the purpose of a private residence only in the occupation of the Tenant and his immediate family.
- 5.2 Not to register a company at the address of the Property.
- 5.3 Not to run a business from the Property.
- 5.4 Not to use the Property for any illegal purpose.
- 5.5 Not to hold or allow any sale by auction at the Property.
- 5.6 Not to use or consume or allow to be used or consumed any drug 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.
- 5.7 Not to play or permit to be played so as to be audible outside the Property any musical instrument or equipment before ten o'clock a.m. or after eleven o'clock p.m., or at any time to act in any way which causes annoyance or nuisance to neighbours or other occupants of the building of which the Property forms part.
- 5.8 Not to decorate or make any alterations or additions to or in the Property without the prior written consent of the Landlord or the Agent.
- 5.9 Not to remove the Fixtures & Fittings from the Property.
- 5.10 Not to store the Fixtures and Fittings in any way or place, within, or outside the Property that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the Property, without the written consent of the Landlord or the Agent.
- 5.11 Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior written consent of the Landlord or the Agent.

Signed:.....

- 5.12 To pay all the costs of installation, removal and repair of any damage done as a result of a breach of clause 5.11 above.
- 5.13 Not to hang or fix any posters pictures or other items to the walls of the Property using nails, glue, blu-tac, sellotape or their equivalents, other than with a reasonable number of commercial picture hooks, unless consent is obtained from the landlord prior to and with the understanding that should consent be obtained it is the tenants responsibility to make to good and reinstatement prior to the end of this agreement .
- 5.14 To pay the reasonable costs of making good any excessive damage marks or holes caused by any fixings or their removal.
- 5.15 To hang laundry outside the Property only in places permitted for this purpose.
- 5.16 Not to keep any dangerous or inflammable materials (including paraffin, LPG or portable gas heaters) in or on the Property.
- 5.17 To take reasonable precautions to prevent infestation of the Property by vermin, or animal, bed bugs, fleas. If infestation occurs due to something done or not done by the Tenant to pay the costs and cleaning of the Property or any affected parts.
- 5.18 To remove all rubbish from the Property, during and at the end of the Tenancy, by placing it in a plastic bin liner and disposing of it in the dustbin or receptacle made available.
- 5.19 To dispose of all rubbish during and at the end of the Tenancy through the services provided by the Local Authority.
- 5.20 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, at the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors or by any breach of this Agreement
- 5.21 To take reasonable precautions not to put or allow any oil grease or other harmful or corrosive substance to be put into the washbasins, lavatory basins, sinks or drains within or outside the Property.
- 5.22 To leave the furniture 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.
- 6 Insurance**
- 6.1 Not to do, or fail to do anything, that leads to the policy of insurance on the Property, or Fixtures & Fittings not covering any losses otherwise covered by the policy.
- 6.2 To pay to the Landlord any reasonable increased insurance premium, policy excess or necessary expenses incurred by the Landlord due to the failure of the Tenant to comply with clause 6.1 of this Agreement.
- 6.3 To promptly inform the Police or other authority and the Landlord or Agent as soon as possible of any fire, theft, loss or damage to the Property or Fixtures and Fittings.
- 6.4 To provide the Landlord or his Agent with written details of any fire, theft, loss or damage, under clause 6.3 above, within a reasonable time of that loss or damage having come to the attention of the Tenant
- 6.5 The Tenant's possessions are not covered by the Landlord's insurance policies.
- 7 Locks and Alarms**
- 7.1 To fasten all locks and bolts on the doors and windows when the Property is empty and at night.

Signed:.....



- 7.2 Not to install or change any locks or bolts in the property without prior written consent of the Landlord, or the Agent, except in the case of an emergency.
- 7.3 Not to remove any lock or bolt fitted to the Property without the consent of the Landlord or Agent and pay for the reasonable costs of making good.
- 7.4 To immediately provide the Landlord or the Agent with a set of keys to any new lock fitted on the property.
- 7.5 Not to have any further keys cut for the locks to the Property without notifying the Landlord or the Agent in writing of the number of additional keys cut.
- 7.6 To return to the Landlord, or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement) all keys, remote controls, or other security devices for the Property and in the event that any such keys are not returned to pay the costs incurred by the Landlord in replacing the locks to which the keys belonged.
- 7.7 To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

**8 Garden (if applicable)**

- 8.1 To keep the garden in the same style as at the commencement of the Tenancy.
- 8.2 Not to lop, prune, remove or destroy any existing plants, trees or shrubs without the written consent of the Landlord or the Agent.

**9 Leaving the Property Empty**

- 9.1 To notify the Landlord or the Agent in writing before leaving the Property vacant for any period of 21 days or more during the Tenancy.
- 9.2 To comply with and pay for any conditions or requirements set out in the Landlord's Policy of Insurance relating to empty premises. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 9.1 of this Agreement.
- 9.3 To pay any reasonable costs to ensure the security of the Property and the Fixtures and Fittings when it is vacant or unoccupied.

**10 Animals and Pets**

- 10.1 Not to keep any animals or birds in the Property without the prior written consent of the Landlord or the Agent. The tenant agrees not to keep or permit to be kept on the property any further pets or animals of any description without previous consent in writing of the landlord. The tenant hereby undertakes and agrees to remedy and pay for any damage caused to the property and or contents of the property which shall have been caused by the pet residing in the property. For the avoidance of doubt any such damage shall not be deemed to be fair wear and tear. The tenant agrees to pay for the professional cleaning of the property at the end of the tenancy including the cleaning of all carpets and treating the property for fleas and mites.

**11 Access and Inspection**

- 11.1 To permit any Superior Landlord, the Landlord or the Landlord's Agent and all other persons Authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times during the Tenancy with prior appointment (except in case of emergency) to enter Upon the Property and to examine the condition of the same or to inspect, maintain, repair, alter, improve or rebuild the Property or any adjoining or neighbouring Property or to maintain repair or replace the Fixtures Fittings and Effects or for the purpose of complying with any obligations imposed on the Landlord by law.
- 11.2 To allow the Property to be viewed at all reasonable times during normal working hours (between 9am and 6pm) by prior mutually convenient appointment or on reasonable notice either via the Tenant or with keys, during the last two months of the Tenancy; following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Property.

Signed: .....





- 11.3 To permit the Landlord or the Landlord's Agents to erect "For Sale", "To Let", "Sold", "Let By" or "Let and Managed By" boards at their discretion.
- 12 **Assignment**
- 12.1 Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person.
- 12.2 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; apart from occasional visitors; without the prior consent of the Landlord or the Agent.
- 13 **Car Parking and Storage**
- 13.1 To park private vehicle(s) only at the Property. If the Tenant is allocated a car parking space, the Tenant will only park in the space allocated to the Property.
- 13.2 Not to park or store any boat, caravan, or commercial vehicle at the Property or in any communal car park or parking space without the prior consent of the Landlord or the Agent which will not be unreasonably withheld but which may be withdrawn upon giving reasonable notice.
- 13.3.1 It is the Tenant's responsibility to verify whether they are eligible for any Residents' Parking Scheme operated by the relevant Local Authority. The granting of this Tenancy does not imply a right to obtain a Resident's Permit.
- 14 To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy if applicable within seven days of the commencement date of the Tenancy with any written amendments or notes.
- 15 **Head Lease**
- 15.1 To comply with the obligations of the Head Lease.
- 16 **Notices**
- 16.1 To forward to the Landlord or the Agent at the address set out in paragraph 22.1 as soon as reasonably possible any notice or other communication which is delivered or posted to the Premises, or any order made by any authority which may affect, or apply to the Property, its boundaries or neighbouring properties.

Signed:.....





- 16.2 After the Tenancy the Landlord is entitled to deduct from the sum held as the Deposit any monies referred to in clause 17.6 of this Agreement upon receiving written agreement from the Tenant to the intended deductions. If more than one deduction is to be made by the Landlord, monies will be deducted from the Deposit in the order listed in clause 17.6.
- 16.3 The Landlord shall provide the Tenant with written notice of itemised amounts to be deducted from the Deposit and if the deductions are agreed in writing by the Tenant then the Deposit monies less aforesaid agreed deductions shall be released to the Tenant.
- 16.4 At the end of the Tenancy upon written agreement by both parties to any deductions made under clause 17.6 below, the DPS will return the Deposit within 10 days of the Tenant's departure from the Property, save in case of dispute, in accordance with The Housing Act 2004.
- 16.5 If the amount of monies that the Landlord is entitled to deduct from the Deposit exceeds the amount held as the Deposit the Landlord may require the Tenant to pay that additional sum to the Landlord, within 14 days of the Tenant receiving a request in writing.
- 16.6 The Landlord may deduct monies from the Deposit (as set out in paragraph 17.2) to compensate the Landlord for losses caused by any or all of the following reasons:
- any damage to the Property or Fixtures and Fittings caused by the Tenant, his family or his visitors;
  - any damage to the Property or the Fixtures and Fittings resulting from any breach of the Terms of this Agreement by the Tenant;
  - any professional cleaning costs, provided the Property was in a good clean condition at the start of the Tenancy;
  - any damage caused or cleaning required as a result of any pet(s) occupying the Property (whether or not the Landlord consented to its presence as set out in clause 10.1);
  - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
  - any other breach by the Tenant of the Terms of this Agreement;
  - any sum repayable by the Landlord to a local authority where housing benefits have been paid direct to the Landlord by the local authority;
  - any unpaid account or charge for water, electricity, gas or other fuels used by the Tenant in the Property;
  - any unpaid telephone charges;
  - any unpaid council tax;
  - any other monies due under this agreement.
- 16.7 The Tenant agrees to the transfer of the Deposit, or the balance of the Deposit, to the purchaser or transferee if the Landlord sells or transfers his interest in the Property. The Landlord shall then be released from any further claim or liability in respect of the Deposit, or any part of it.
- 16.8 Where the Tenant has been in receipt of housing benefit and if at any time such benefit has been paid direct to the Landlord by a local authority, the Landlord reserves the right to retain the Deposit until such time as the Landlord is reasonably satisfied that no part of such benefit is repayable to the local authority.
- 17.1 If at any time during the tenancy the amount held in respect of the Deposit is less than the sum stated on page 1 of this Agreement then the Landlord may require the Tenant to top up the Deposit to the originally agreed amount.
- 17.2 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit during the term as a result of any change in the person or persons who are named as "the Tenant".
- 17.3 Where there is more than one Tenant, the Landlord can discharge his obligation to repay the Deposit by making payment to one, some or all of the Tenants.

Signed:.....

## Schedule 2

### Landlord's Obligations

- 18 The Landlord agrees:
- 18.1 To allow the Tenant to quietly live in and enjoy the Property during the Tenancy, except in an emergency, without any unlawful interruption (subject to the provisions of clause 11 above) by the Landlord or any person rightfully acting on behalf of the Landlord.
- 18.2 To obtain all necessary consents to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, insurers, or others).
- 18.3 To insure the buildings, and the contents of the Property belonging to the Landlord, under a general household policy with a reputable insurer.
- 18.4 To keep in good repair and working order all appliances, plumbing, mechanical and electrical equipment belonging to the Landlord and forming part of the Fixtures and Fittings and to maintain the same in such condition at his own expense during the term of the Tenancy, unless they have been damaged or broken due to the negligence or misuse of the Tenant, his family or visitors. The Tenant shall pay to the Landlord the cost of any repairs resulting from misuse or negligence by the Tenant, his family, or his visitors. The Landlord will not be responsible for any loss or inconvenience suffered by the Tenant as a result of the failure of any other supply or service to the Property by any other party or body.
- 18.5 To ensure that all the furniture, soft furnishings and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 18.6 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998.
- 18.7 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 18.8 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease.
- 18.9 To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 18.10 To pay all outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.
- 18.11 To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy.
- 18.12 To pay for the professional cleaning of the Property and the Fixtures and Fittings prior to the commencement of the Tenancy.

### Ending this Agreement

The Landlord and Tenant agree:

**19 Ending the Tenancy and Forfeiture**

19.1 If at any time

- (a) the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- (b) if any agreement or obligation of the Tenant is not complied with; or

Signed:.....

- (c) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 1, 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out; or
- (d) if the Tenant being an individual shall become bankrupt or enter into any arrangement with his creditors or being a company should either enter into liquidation whether compulsory or voluntary or should have a receiver appointed of its undertakings or assets or in any case should suffer any execution to be levied on the Tenant's goods; or
- (e) If the Property shall be left unoccupied for more than 21 days;

the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Property through the Courts. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

- 19.2** If the Tenant vacates the Property during the Term, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until term expires or the Property is re-let whichever is earlier, whether or not the Tenant chooses to continue occupying the property. If the Property is re-let during the Term the Tenant will reimburse the Landlord for any lettings agent fees' or other reasonable costs incurred from this point until the end of the term. This will include a deduction to compensate the Landlord for any Letting Commission charges payable to Cherubin(m) Property Management for the period of the Term in which Rent was not received as a result of the Tenant terminating the Tenancy in a manner contrary to the Terms of the Tenancy Agreement. For the avoidance of doubt this clause will not take effect where the Tenant is operating a break clause contained in this Agreement.
- 19.3** The Landlord may bring the Tenancy to an end at any time (but not a day earlier than six months from the commencement date of this Agreement) by giving to the Tenant not less than two months written notice stating that the Landlord requires possession of the Property

## **20 Interruptions to the Tenancy**

- 21.1** If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord's Policy of Insurance has insured Rent shall cease to be payable until the Property is reinstated and rendered habitable unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant or his visitors.
- 21.2** If the Property is not made habitable within one month, either party may terminate this Agreement with immediate effect by giving written notice to the other party.

## **Schedule 3**

### **General**

#### **21 Data Protection Act 1998**

- 21.1** It is agreed that the personal information of both the Landlord and the Tenant will be retained by the Agent in accordance with the above Act; that present and future contact details of the parties may be provided to each other utility suppliers the local authority any credit or reference providers and for debt collection.

#### **21.2 General Data Protection Regulation (GDPR)**

- 21.3** The Tenant agrees that the Landlord and Agent may use Tenant information for the provision of letting the Property to the Tenant under this Agreement and for related legal and regulatory compliance.

In order for the Agent or Landlord to manage the Property effectively the Tenant agrees that Tenant(s) information such as the Tenant(s) name, this Property address and telephone and any such information is required may be shared with third parties such as but not limited to contractors, legal providers, insurers, deposit protection scheme, accountants for auditing purposes, utility companies, local authorities, debt collection agencies, inventory clerks.

Purpose of this initial notice

In line with the General Data Protection Regulations (GDPR) effective from 25th May 2018, we are committed to protecting and respecting your privacy. This is a summary of our privacy notice to tell you what personal information about you we collect, hold and use. This notice is addressed to our tenants, residents and guarantors including prospective and former tenants, residents and guarantors. Please note that by issuing this notice we do not commit ourselves to giving you a tenancy.





Information we collect, hold and use about you

- Identity and contact details. • Rent and other payments including arrears.
- Personal and background information. • Repairs and complaints.

Your next of kin. • Details about Council Tax, water charges and

- Bank details. Utilities.

Your car registration number (if any). • Details of Welfare Benefits where applicable.

- Details about your University/College course (if any) • Correspondence emails and records.
- or employment (if any). • Audio and cctv recordings (if any).

Tenancy and deposit information. • Website and online portal information.

This information is collected from you mainly via an application form and also from third parties.

Additionally, we may undertake

credit or similar checks to obtain information about you or request a reference from an existing or former landlord or employer etc.

Further details are given in the standard privacy notice.

Who do we need this information about

We need information about you as a prospective tenant, about any prospective resident and also information about any

guarantor (where a guarantee is taken).

How might this information be collected

This information can be collected –

- By email.
- By post.
- In person.
- In digital form.
- Over the telephone.

Who this information might be shared with

These include –

- Joint tenants (if any). • Letting and managing agents.
- Guarantors (if any). • Other landlords, e.g. for references.
- Tenancy deposit protection body. • Contractors and suppliers.
- Insurance companies, e.g. if we take out rent insurance. • Debt collectors and tracing agents
- Internet and email providers. • Professional advisers.
- The Home Office (relating to immigration/right to • Next of kin etc., (in an emergency).
- rent checks). • Public and local authorities and regulatory bodies.
- Utilities and water companies.

Further details are set out in the standard privacy notice.

Where is this information stored

- In an electronic form on a computer, tablet or mobile phone.
- On a web based portal (where a website is operated).
- In hard copy form in a manual filing system.

Length of time for storage of data

We usually keep information for 12 months if the tenancy does not go ahead or for 7 years from the date you finally vacate where a tenancy is entered into.

What happens if this information is not provided

We require this information in order to enter into a tenancy agreement and to check your suitability for a tenancy. If this information is not provided in full then your application for a tenancy cannot proceed.

Why we need this information

This includes as necessary –

- For contractual performance so that we can arrange the letting and enter into a tenancy agreement or guarantee with you.
- For contractual performance so that we can manage any tenancy and the property including collecting rent and arranging repairs.
- In relation to details regarding any next of kin in your vital interests, e.g. in the case of an emergency.
- In our legitimate interests in relation to personal and background information so we can assess your suitability to be a tenant, resident or guarantor (as the case may be).
- To perform our legal obligations in relation to carrying out right to rent (immigration status) checks and in order to protect any tenancy deposit which is paid as well as other legal obligations arising during the course of any tenancy.





Full details, including further reasons why this information is needed are set out in the standard privacy notice.

You have the following rights

- To object to us processing data (applicable where we rely on the legitimate interests)
- Access to your data and further details about what data processing activities are carried out.
- Erasure (the right to be forgotten).
- To restrict processing.
- Data portability.

For further details of these rights please see the standard privacy notice.

Withdrawal of consent

If your consent provides us with a legal gateway to process data about you, you can withdraw this at any time by telling us by email/post/telephone using the contact details above.

## **22 Notices**

**22.1** The Landlord notifies the Tenant (in accordance with sections 47 and 48 of the Landlord and Tenant Act 1987) that the address at which notices (including notices in proceedings) or Other written requests sufficient notice must be provided by the tenant in writing prior to this contract ending may be sent or served on the Landlord is 1 Frederick Place, London N8 8AF or via email at [m.lynch@acornpg.org](mailto:m.lynch@acornpg.org).

**22.2** Any Notices served on the Tenant shall be sufficiently served if sent by ordinary First Class post or by Recorded Delivery or by Special Delivery to the Tenant at the Premises or the last known address of the Tenant, or if left addressed to the Tenant at the Premises, and shall be deemed delivered as follows:

- in the case of ordinary First Class post, two working days after posting; or
- in the case of Recorded Delivery, two working days after posting; or
- in the case of Special Delivery, one working day after posting; or
- when left addressed to the Tenant at the Premises, the same day.

## **22.3 Energy Performance Certificates**

**22.4** 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.

## **22.5 Early Termination:**

If the Tenant vacates the property during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires or the Property is re-let with the Landlord's written consent whichever is earlier.

## **Schedule 4**

### **The Deposit**

The following paragraphs set out how the deposit paid by the Tenant under the main terms of the Tenancy will be handled.

The deposit £980.75 will be protected by The Deposit Protection Service (The DPS) in accordance with the Terms and Conditions of The DPS. The Terms and Conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at [www.depositprotection.com](http://www.depositprotection.com).



## Schedule 5

### Break Clause

Either party may bring the tenancy to an end at any time before the expiry of the term (but not earlier than six months from the commencement date of this agreement, by giving to the other not less than two months written notice. Two months written notice must be given at any time throughout the tenancy in order to terminate the contract, even if the initial tenancy period has expired (at the Landlords discretion less notice may be accepted). This notice must also be in line with the rent due date (i.e. a Tenant wishing to vacate a property on 1<sup>st</sup> July, must give notice no later than 1<sup>st</sup> May)

This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

Signed:.....



The tenant understands, subject to landlord consent an existing tenant may request a tenant name change. Upon agreement of the landlord it shall be the outgoing tenant's responsibility to successfully find a replacement tenant who must meet the standard agents referencing criteria.

You should read this document carefully and thoroughly. 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.

SIGNED BY: Tenant(s)

Tenant 1

Charlie Spence

Tenant 2

Tenants 3

WITNESS:

Cameron Spence

Name: Cameron Spence

Address: Flat 14 Kipling house, N19 3HL

Occupation: greengrocer

Date: 16/05/2024

You should read this document carefully and thoroughly. 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.

SIGNED BY OR ON BEHALF OF Landlord

Kaden Lynett

WITNESS:

Kaden Lynett

Name: KADEN LYNETT

Address:

Occupation: ASSISTANT

Date: 30/4/24