

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Information for all Tenants

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- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
 - Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.
 - If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation that are **not** included in the provisions of the Housing Act 1988 as amended by the 1996 Act. The type of tenancy created will depend on the intents of the parties and the surrounding circumstances. This could be used for company lettings, resident landlords or tenancies with an annual rent exceeding £100,000.
 2. This is a legal document and should not be used without adequate knowledge of the law of landlord and tenant. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
 3. This form should not be used for granting tenancies to existing tenants holding tenancies under the Rent Act 1977 or Housing Act 1980 (regulated tenancies), or other tenancies which were granted before 15th January 1989.
 4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
 5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
 6. The Protection from Eviction Act 1977 excludes tenancies where there is a resident landlord and in this situation the landlord is not required to obtain a court order to gain possession.
 7. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
 8. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
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Definitions

Where the context admits;

- a) "The Landlord" includes any persons for the time being entitled in reversion expectant on the tenancy hereby created. This expression jointly and individually includes the Landlords' successors in title or assigns or mortgagees.
- b) "The Tenant" includes any successors to the original tenant(s). Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfill their obligations.
- c) "The property" includes references to any or part of the Property and to the fixtures & fittings, or any of them.

This agreement is made on the date specified below between the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date: 30th October 2024

Landlord(s): Venus Properties Limited

Landlord's Address: Suite D, Hollies House, 230 High Street, Potters Bar, EN6 5BL

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s): Akogbezi Aiwa & Sana Jaafar Hamad

Phone: 07846 966 131

Email: akogbezi@gmail.com

Property:

The dwelling known as: Flat 5, 33-39 Manchester Street, Luton, LU1 2QG

Contents: The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term: For the term of 12 months

Commencing on 19th November 2024

Expiring on 18th November 2025

Rent: £850.00 per calendar month

Payment: To be made in advance by equal payments on the 19th of each month.

Deposit: A deposit of £800.00 has already been paid upon signing this agreement.

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2. Deposit

- 2a. The Tenant pays the Deposit as security for the performance of the Tenant's obligations, and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed
- 2b. The Tenant is not to use this money as payment for any rent due under this agreement.
- 2c. No interest shall be payable on this deposit.

- 2d. The holder of the deposit will register the deposit with an approved Tenancy Deposit Protection Scheme within 30 days of the commencement of the Tenancy and inform the Tenants as to which scheme has been joined.
- 2e. The balance of this deposit is to be paid to the Tenant only after vacation of the Property, the amount to be assessed at the outgoing check-out upon termination of this Agreement.
- 2f. Subject to the Deposit Protection Service rules, the deposit will be refunded to the Tenant within 10 days of an agreement on the amount being reached between Landlord and Tenant, and the Deposit Protection Service has been notified.
- 2g. Agreement between Landlord and Tenant may only be reached after;
 - 2g (i). Possession of the Property has been returned to the Landlord.
 - 2g (ii). All keys have been returned to the Landlord.
 - 2g (iii). Proof, in the form of receipted bills or letters from suppliers confirming all utility accounts have been settled, has been supplied to the Landlord.
- 2h. The Tenancy Deposit Protection Schemes provide guidelines as to the procedure if an agreement is not reached.
- 2i. The deposit will be registered with:

Mydeposits.co.uk

My Deposits, 3rd Floor, Kingmaker House, Station Road, New Barnet, EN5 1NZ

The Tenant agrees with the Landlord:

3. Rent and Charges

- 3a. To pay the rent on the days and in the manner specified to the Landlord.
- 3b. If any rent or money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within 7 days of the day which it became due, there will be a charge of £30.00 payable by the Tenant to the Landlord. This charge will be applicable for every incidence of late payment (not as a daily charge).
- 3c. To pay for any bank charges or other penalty fees incurred by the Landlord resulting from the Tenants late payments of rent or other issues with payment.
- 3d. To promptly pay ANY bills including council tax, water and sewerage charges, gas, electric, telephone and television license (if any) relating to the Property to the authorities they are due. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above.
- 3e. To pay the total cost of any re-connection fees or charges relating to the supply of water, gas, electricity and telephone if disconnected due to the Tenant's late payment or miss-use of the services.
- 3f. To promptly pay any charges that are incurred during the period of the agreement, including any which are imposed after the date of this agreement (even if of a novel nature).
- 3g. The Tenant agrees in the event of the Tenant terminating the tenancy before the end of the agreed term or break clause (whichever is soonest) they will be liable to the Landlord for all rents due until the end of the agreed term or break clause (whichever is soonest) and the Landlords non-recoverable agency commission fees, unless agreement with the Landlord for lesser compensation is made by formal written agreement.

4. Use of the Property

- 4a. Not to assign, sublet or part with possession of the whole or part of the Property, or let any other person live at the Property unless the Landlord has given express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement, is to be agreed in writing.
- 4b. To use the Property as a single private dwelling and not to use it or any part of it for any other purpose, nor to allow anyone else to do so.
- 4c. Not to receive paying guests, conduct or permit others to conduct any business, trade or profession on or from the Property.

- 4d. Not to do or permit others to do any act or thing which may cause damage, nuisance or annoyance to the Property, any other person residing in the building or occupiers of neighboring premises.
- 4e. Not to, or allow any others to smoke within the property.
- 4f. Not to use the Property for any illegal or immoral purposes.
- 4g. Not to keep any animals (including reptiles, birds, rodents or insects) at the Property without the Landlord's prior written consent. Such consent, if granted, to be revocable at any time by the Landlord.
- 4h. Not to obstruct or block any shared areas such as hallways or stairways with belongings such as bicycles or pushchairs. Permission to keep such a belonging in a communal area must be gained from the Landlord in writing. Such consent, if granted, to be revocable at any time by the Landlord.
- 4i. Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

5. Repairs

- 5a. Not to damage the Property and Contents or make any alteration or addition to the Property unless the Landlord has given express consent which will not be unreasonably withheld. Such consent, if granted, is to be agreed in writing.
- 5b. To keep the interior of the Property and the contents in as good and clean a condition and repair as they were at the commencement of the tenancy, fair wear and tear excepted, and to keep the Property reasonably aired and heated.
- 5c. To pay the reasonable costs reasonably incurred by the Landlord in replacing or repairing any furniture or other contents which has been lost, damaged or destroyed by the Tenant.
- 5d. Not to remove or permit others to remove any furniture or other contents from the Property belonging to the Landlord.
- 5e. That the Landlord or any person authorised by the Landlord may at reasonable times of day on giving at least 24 hours' notice (unless in the case of an emergency), enter the Property for the purpose of inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times of day during the final weeks of the tenancy.
- 5f. To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the tenancy and not remove any trees or plants.
- 5g. To immediately replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests.
- 5h. Not to alter, change or install any locks on any doors or windows in or about the Property nor have any additional keys made for any locks without the prior written consent of the Landlord. The tenant is to pay for the cost of providing copies of keys for the Landlord if any locks are altered, changed or installed.
- 5i. To notify the Landlord promptly of any disrepair, damage or defect in or around the Property, or of any event which causes damage to the Property or neighboring properties.
- 5j. Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage.
- 5k. Not to affix any aerial or satellite dish to the building nor to install cable TV or other cabling unless the Landlord has given express consent. Such consent, if granted, is to be agreed in writing.
- 5l. To take all reasonable precautions to prevent damage by frost and/or condensation.
- 5m. In order to comply with the Gas Safety Regulations, it is necessary:
 - 5m (i). that the ventilators provided for this purpose in the Property should not be blocked
 - 5m(ii). that brown or sooty build up on any gas appliance should be reported immediately to the Landlord
- 5n. Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.
- 5o. That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary.
- 5p. To replace all fuses, light-bulbs and fluorescent tubes as and when necessary.
- 5q. To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests.

- 5r. To keep cleansed and free from obstruction all sewers, drains, sanitary apparatus, water and waste pipes and ducts belonging to or forming part of the Property that the Tenant reasonably has access to.
- 5s. Not to dispose of any greasy food, cooking oil or fat down any sink or waste disposal unit at the Property.
- 5t. The tenant will pay for unblocking bathroom or kitchen sinks, drains or lavatories unless it can be proved the cause of blockage is not due to the Tenant.
- 5u. Not to flush any sanitary towels or any other objects down the lavatory.
- 5v. To pay for any costs relating to freeing blockages, repairs or maintenance if they fail to comply with the above.
- 5w. If the Tenant needs to carry out repairs (relating to the to above), they must use an appropriately qualified contractor.
- 5x. To take all reasonable measures to keep the Property free from vermin, fleas or parasites. If the Property becomes infested due to something done or not done by the Tenant, the Tenant is to pay for the cost of putting it right.
- 5y. To keep the Landlord and all other tenants occupiers of the building of which the property forms part fully indemnified against failure to comply with all tenant's covenants.

6. Other tenant responsibilities

- 6a. It is the Tenant's responsibility to organize insurance for their contents, and ideally also insurance for accidental damage to the Landlord's property and contents throughout the tenancy.
- 6b. To send to the Landlord all correspondence (including any notice, order or proposal relating to the Property) addressed to the Landlord or the owner of the Property within seven days of receipt.
- 6c. To pay to the Landlord any reasonable costs for damage suffered by the Landlord as a consequence of any breach of the covenants on the part of the Tenant contained in this agreement.
- 6d. To permit the Landlord or any person authorised by the Landlord at reasonable times of day on giving at least 24 hours' notice, to enter and view the Property with prospective tenants or purchasers within the last two months of the tenancy.
- 6e. That where the Property is left unoccupied (without prior notice in writing to the Landlord) for a prolonged period, the Tenant has failed to pay rent for that period and has shown no intention to return, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it.
- 6f. To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended. Where the Property is left vacant for more than 28 consecutive days and the rent is paid, the tenant is to notify the Landlord and allow him/her access to the property in order to secure the same where necessary.

7. End of tenancy

- 7a. To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy including the washing or cleaning of all linen bedding, carpets and curtains which have been soiled during the tenancy.
- 7b. To repair or replace any damaged, badly soiled or missing items.
- 7c. To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy.
- 7d. To return all the original keys of the Property to the Landlord on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord in securing the Property against re-entry where keys are not returned.
- 7e. To ensure that all utility bills have been paid up to and including the last day of occupancy. The deposit will not be refunded until the Landlord has proof of this.
- 7f. To cancel their standing order (or any other form of payment) after the last rental payment had been paid. This is not the Landlords responsibility.
- 7g. To provide the Landlord with a valid forwarding address.
- 7h. At the end of the Tenancy the tenants must have the property professionally cleaned throughout including steam cleaning the carpets.

The Landlord agrees with the Tenant that:

8. Rent and Charges

- 8a. The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk for which the Landlord has insured.
- 8b. The Landlord agrees not to increase the rent for the duration of the initial term of this tenancy. Rent maybe increased upon renewal or extension of this tenancy.

9. Use of the Property

- 9a. The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent. However this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement.
- 9b. Subject to the condition that a Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:
 - 9b (i). pay the rent (or any part of it) within 14 days of the date on which it is due
 - 9b (ii). comply with the obligations set out in the agreement
 - 9b (iii) the Landlord was induced to grant the tenancy by a false statement; or
 - 9b (iiii) any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy

This termination clause operates subject to the proviso that the Landlord must obtain a court order before re-entering the Property.

then the Landlord may re-enter the Property and end the Tenancy.

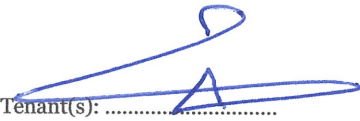
This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property.

10. Repairs

- 10a. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 as amended by section 116 of the Housing Act 1988. These obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.

Both parties agree that:

11. Notice

Initialed by Tenant(s): 

- 11b. Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home.
- 11c. The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.
- 11d. Before the Landlord can end this tenancy, he/she shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925.
- 11e. That notices and other documents given in connection with this tenancy may be served by email on the Tenant and the Tenant accepts service of such notices and documents at the email address(es) supplied above. The notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent. [The Tenant may delete the email address listed if the Tenant does not agree to this clause].
- 11f. Whilst the Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with the Landlord and trusted third parties such as utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Agent will not divulge personal contact details to any third party organisation for marketing purposes without prior approval

The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto



SIGNED by the LANDLORD(S):

.....

Date: 29/10/24

In the presence of: (Landlord's Witness)

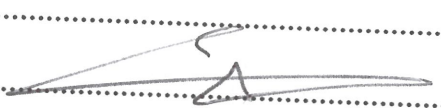
Name: Cos Chrysostomou

Address: Suite D, Hollies House
230 High St En6 5BL

Occupation: Handyman Date: 29/10/24

Witness Signature: C.C.

SIGNED by the TENANT(S):-

x
x

Date: 3/11/24

In the presence of: (Tenant's Witness)

Name: Alex Chrysostomou

Address: Suite D, Hollies House
230 High St En6 5BL

Occupation: Director Date: 3/11/24

Witness Signature: A.C.

