

# SHORTHOLD TENANCY AGREEMENT

## 1. PARTIES

1.1 This Assured Shorthold Tenancy Agreement (“Agreement”) is made between:

**Landlord:** Martha Simon

**Tenant:** John Mark

1.2 The Landlord lets and the Tenant takes the Property on the terms set out in this Agreement.

## 2. PROPERTY

2.1 The Property is the residential dwelling known as:

Flat 3B, 27 Ashwick Court

Millbrook Way

London

AB1 2CD

2.2 The Property includes all fixtures, fittings, facilities, and amenities described in this Agreement and any inventory provided at the start of the tenancy.

2.3 The landlord warrants that the property is fit for human habitation at the commencement of the tenancy and will remain so throughout the tenancy, in accordance with section 9A of the Landlord and Tenant Act 1985.

## 3. DEFINITIONS AND INTERPRETATION

3.1 “Landlord”: A reference in this agreement to the Landlord includes a reference to the person who is entitled to the immediate reversion to the Tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Tenancy.

3.2 “Property”: A reference to the Property is to the property (or any part of the property) described in clause 2.1.

3.3 “Tenant”: Includes any lawful occupier deriving title from the Tenant.

3.4 “Tenancy”: A reference in this agreement to the Tenancy is to the tenancy created by this agreement

3.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time-being, taking account of any amendment, extension or re-enactment of the law concerned.

3.6 Headings do not affect interpretation.

#### **4. TERM AND PROPERTY TRANSFERS**

4.1 The tenancy begins on 1 February 2026 and ends on 31 January 2027.

4.2 At the end of the fixed term, the tenancy will only be renewed for a further fixed term by written agreement. Any continuation will be on a statutory periodic basis unless and until a new agreement is signed, and the Tenant may end the tenancy by giving the notice required by law.

4.3 During the tenancy, the Landlord may transfer its interest in the Property, but the Tenant’s rights and protections under this agreement and law will not be reduced. The Tenant will be notified of the new landlord and deposit arrangements will continue in accordance with the deposit protection scheme.

#### **5. RENT**

5.1 The rent is £1000 per month. The first payment is to be made by 28 January 2026 and further payments are to be made on the 28<sup>th</sup> of each month. The rent is payable in the following account:

**Account Holder:** Ashwick Court Apartments

**Bank Name:** LBC Bank plc

**Account Number:** 97531246

**Sort Code:** 16-20-50

**Reference:** 3B Rent (month) e.g., 3B Rent February

5.2 The Tenant shall pay interest at the rate of 1% per annum above the base rate of the Bank of England on any rent lawfully due that is paid more than 14 days after the date on which it became lawfully due.

5.3 The tenant agrees to automatic rent increases each quarter.

5.4 Rent increases require one month's written notice.

5.5 Where an increase proposed by the Landlord is not accepted, the Tenant may end the tenancy by giving the written notice.

## **6. DEPOSIT**

6.1. The Tenant has to pay a deposit of £500 to the Landlord payable with the first rental amount.

6.1 The Tenant agrees that the deposit may be transferred to the Landlord's personal account and that the Landlord will hold the deposit personally.

6.2 The Tenant agrees that the deposit will be returned only if the Landlord decides so and that there is no fixed timeframe for return of the deposit.

6.3 The Tenant agrees that deductions from the deposit will be made only for damage beyond fair wear and tear.

6.4 The Tenant agrees that the Landlord may make reasonable deductions from the deposit at the end of the Tenancy.

## **7. OTHER PAYMENTS AND FEES**

7.1 The Tenant must pay the Landlord a non-refundable administration fee of £300 as a condition of entering into the tenancy.

7.2 The Tenant must pay a £200 referencing fee directly to the Landlord's chosen referencing company before the tenancy can begin.

7.3 The Tenant is required to enter into a cleaning service contract with the Landlord's chosen cleaning company for the duration of the tenancy.

- 7.4 Before the tenancy begins, the Tenant must purchase and maintain the Landlord's preferred tenant insurance policy from XYZ Insurance Company.
- 7.5 The Tenant shall not be required to make any loan to the Landlord or to any other person in connection with this tenancy.
- 7.8 The tenant shall pay service charges that are reasonably incurred and relate to services or works actually provided. The landlord will provide a written summary or breakdown of service charges on request, and the tenant retains the right to challenge the reasonableness of any service charge in accordance with the law.
- 7.9 The Tenant must pay 3 months' rent if they choose to cancel before moving in.
- 7.10 The Tenant must pay to the relevant local authority all council tax due in respect of the Property during the Tenancy.
- 7.11 The Tenant must pay to the relevant suppliers all charges in respect of any electricity, gas or water (including sewerage) services used at or supplied to the Property during the Tenancy and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services at the Property during the Tenancy. Where any service mentioned in has been disconnected because of the Tenant's failure to comply with the Tenant's obligation to pay for the service, any reconnection charge will be payable by the Tenant.
- 7.12 The Tenant must pay any television licence fee payable in respect of the Property during the Tenancy.

## **8. ACCESS, QUIET ENJOYMENT AND USE OF PROPERTY**

- 8.1 The Landlord may enter the Property to inspect, repair, or carry out works on giving at least 24 hours' written notice and with the Tenant's consent, except in cases of genuine emergency.
- 8.2 The Landlord and any agent acting on the Landlord's behalf shall not engage in conduct intended to interfere with the Tenant's peace and comfort or intended to cause the Tenant to give up occupation or refrain from exercising legal rights.
- 8.3 The Tenant agrees that the Landlord holds a spare key and may enter freely.

- 8.4 The Tenant consents to the Landlord entering for viewings at any time of the Tenancy.
- 8.5 The Tenant must not use the Property for the purposes of a business, trade or profession except with the prior written consent of the landlord which must not be unreasonably withheld or delayed.
- 8.6 The Tenant must not use the Property for any illegal, immoral, disorderly or anti-social purposes.
- 8.7 The Tenant must not sublet the whole of the Property for the entire duration of the Tenancy.
- 8.8 The Tenant must not do anything to or on the Property or any Common Parts which may reasonably be considered a nuisance or annoyance to the occupiers of neighbouring properties.
- 8.9 A Tenant must seek the prior written consent of the Landlord should they wish to keep pets or other animals at the Property.

## **9. REPAIRS AND CONDITION**

- 9.1 The Tenant shall be fully responsible for all repairs to the roof, walls, foundations, gutters, exterior doors, and windows. The Landlord has no obligation to carry out any external or structural repairs.
- 9.2 The Tenant must pay for annual carpet replacement.
- 9.3 The Tenant is liable for repainting the entire Property upon exit.
- 9.4 The landlord will keep in repair and proper working order the installations for the supply of water, gas and electricity, including plumbing, wiring and fixed equipment. The tenant must use the installations properly, not interfere with them, and report any faults to the landlord as soon as reasonably practicable.
- 9.5 The landlord is responsible for repairing and maintaining the space heating and hot water systems at the property. The tenant must allow reasonable access for inspection and repair, use the systems correctly, and promptly notify the landlord of any faults or loss of heating or hot water.

9.6 Once the Landlord has been notified of a repair issue, repairs will be carried out only at the Landlord's convenience, and the Landlord shall not be required to complete repairs within any particular timeframe.

9.7 The Tenant agrees that delays in repair do not constitute breach of the tenancy.

9.8 The Tenant agrees that repairs may be postponed indefinitely.

9.9 The Landlord is responsible for keeping the structure and exterior of the Property in repair as required by section 11 of the Landlord and Tenant Act 1985.

9.10 The Landlord will ensure that the Property is fit for human habitation at the start of the tenancy and throughout the tenancy, having regard to the matters set out in section 10 of the Landlord and Tenant Act 1985. The tenant must report any issues affecting fitness as soon as reasonably practicable.

9.11 Where statutory consultation is required for major works, the landlord will comply with the consultation requirements under section 20 of the Landlord and Tenant Act 1985 and provide the tenant with the required notices and estimates before seeking to recover costs.

## **10. SAFETY AND LIABILITY**

10.1 The Landlord is not responsible for providing safety certificates.

10.2 The Tenant accepts that gas safety checks are unnecessary.

10.3 The Tenant agrees that the Landlord may conduct inspections daily if needed.

10.4 Nothing in this Agreement excludes or limits the Landlord's liability for death or personal injury caused by negligence, or any other liability that cannot be excluded by law.

10.5 The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.

10.6 The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.

## **11. TERMINATION AND POSSESSION**

11.1 The Landlord may not end this Tenancy at will or for convenience.

11.2 The Landlord may seek to lawfully terminate this Tenancy before the end of the Term by serving the correct statutory notice and obtaining a court order if the Tenant is in serious or persistent breach of any of the Tenant's obligations under this agreement.

11.3 Upon any breach, the Landlord may exercise the right of re-entry by changing the locks or taking back possession at their discretion, even while the Tenant is still residing in the Property.

11.4 If the tenancy comes to an end and the Tenant continues to reside in the Property, the Landlord shall not seek to recover possession without first obtaining an order of the court in accordance with applicable law.

11.5 Any notice given by either the Landlord or the Tenant to end this tenancy must be in writing, contain all information required by law, and give not less than four weeks' notice before taking effect.

## **12. MOVING OUT**

12.1 Except for fair wear and tear, the Tenant must return the Property and any items listed on the inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy.

12.2 The Tenant must remove all possessions (including any furniture) belonging to the Tenant or any Member of the Tenant's Household or visitor and all rubbish from the Property at the end of the Tenancy.

12.3 The Tenant must give vacant possession and return all keys to the Landlord at the end of the Tenancy.

## **13. DISPUTES**

13.1 In the event of a dispute, The Tenant is required to use private arbitration only and is barred from taking disputes to court.

13.2 Any legal costs incurred by the Landlord are automatically recoverable from the Tenant regarding any dispute arising from this tenancy and the Tenant must pay the Landlord's solicitor's fees regardless of outcome.

13.3 Nothing in this agreement limits the Tenant's statutory and common-law remedies if the Landlord breaches their obligations (including rights to terminate, claim damages or other remedies).

13.4 Any dispute about condition/damage will be determined by reference to the agreed inventory and evidence, and deductions (if any) will follow the deposit scheme.

13.5 If the Tenant disputes any service charge or major works invoice, they will automatically be liable for the Landlord's full legal costs.

#### **14. NOTICES**

14.1 Any notice given by either party to end this tenancy must be in writing and contain all information required by law.

14.2 The Parties agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served by being left at the address of the respective party. Notices shall be taken to be received the day after being left at the property or the day after posting. The address for service of written notices and other documents on the Landlord is:

Mrs Matha Simon  
Suite 4, Ashwick Court  
Millbrook Way  
London  
AB1 2CD

14.3 The parties agree that agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email. Notices sent by email shall be taken to be received the day after being sent.



## **15. GENERAL**

15.1 The Tenant confirms they have received and had the opportunity to read all documents forming part of this agreement (including any annexes) before signing. No additional terms will apply unless agreed in writing.

15.2 The landlord will provide the tenant with written particulars of the tenancy and all prescribed information required by law, including a copy of this agreement, within the required statutory time limits.

15.3 This Agreement becomes binding when signed by both parties.

15.4 No variation of this Agreement is effective unless it is in writing and signed by both parties

## **SIGNATURES**

### **Signed by the Landlord:**

Full name: \_\_\_\_\_

Date: \_\_\_\_\_

Email: : \_\_\_\_\_

Contact number: : \_\_\_\_\_

### **Signed by the Tenant:**

Full name: \_\_\_\_\_

Date: \_\_\_\_\_

Email: : \_\_\_\_\_

Contact number: : \_\_\_\_\_