

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. You will pay the first rent before signing this agreement. 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.
- Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider. The deposit must be paid before you sign this document
- Please ensure you carefully read through the full terms and conditions of the Agreement. If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.
- Once signed and dated, either in person or electronically, this Agreement will become legally binding and may be enforced by a court.

General Notes

1. This tenancy agreement is for letting partly furnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenant(s) should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. 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
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 it is sent by post in a registered letter (if the letter is not returned undelivered) addressed to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Unfair Contract Terms Guidance published by the Competition and Market Authority.
7. If you accept a tenancy deposit under this tenancy, it must be protected by a tenancy deposit protection scheme and certain documents must be given to the tenant. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term period the tenant is required to give at least 28 days' notice (or one month in the case of a monthly tenancy) in writing to end the tenancy. The tenant's notice must end on the first or last day of a period of the tenancy in accordance with the common law rules. The Landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988 but the Landlord's notice does not need to expire on the first or last day of a period of a tenancy.

THIS AGREEMENT is made BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by THIS AGREEMENT is applicable from **5th December 2020**

The Particulars

THIS AGREEMENT IS MADE BETWEEN

A. Alaji Gadzama Gashau and Sophia Arabah Gashau
Of 18 Telmah Close, Stretton, Burton-on-Trent, DE13 0EF
("the Landlord")

AND

B. Danilo Tomaccio
Of Cheval Phoenix House, 1 Wilbraham Place, Sloane Street, Belgravia, London, SW1X 9AE
("the Tenant")

Maximum Permitted Occupiers: 0

AND IS MADE REGARDING THE PROPERTY KNOWN AS: Flat 403 Hodgeson House, 26 Christian Street, Aldgate, London, E1 1AY

Note: Where you have been informed that the Landlord-approved Management Team is managing the Property, you must ensure all contact is made through them *in the first instance*, with respect to any issues concerning the Property.

Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property. If the Landlord changes during the Term it will not affect your tenancy and you will be notified of the new Landlord's name and address;

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the Agreement if the other members do not fulfil their obligations

"The Agent" refers to the person appointed by the Landlord to manage the property and collect Rent, or anyone who subsequently takes over these rights and responsibilities. This will be Net Lettings for the Tenant Find Service, Collection of First Rent and Deposit (collection only, not registration). Thereafter, a Landlord-approved Management Team; currently led by Dr Ada Gashau

"Joint and several" means that when more than one person comprises the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement or any extension of it for a fixed Term extension or periodic Tenancy both as a group and each person is liable for all obligations and payments as an individual

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

"Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings as specified in the Inventory and Schedule of Condition;

"Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Property Management Contact, or inventory clerk which includes the Fixtures and Fittings and their condition; and given to the Tenant at the start of the Tenancy.

"Term" or "Tenancy" means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term;

"Deposit" means the money paid by the Tenant or a third party and held by the Landlord in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the obligations specified in the Tenancy Agreement

"Deposit Holder" means the person, firm or company who is registered with The Deposit Protection Service and holds the Deposit under the terms of the scheme

"Stakeholder" means that deductions can only be made by the Landlord from the Deposit at the end of the Tenancy with the written consent of both parties;

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

"Permitted Occupier", or "Licensee" means any person permitted by the Landlord to live in the Property but not named as the Tenant in the Tenancy Agreement. That person will be bound by all the 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;

Initials (Landlord)

(Tenant)

The full text of the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause can be obtained from the Net Lettings upon written request;

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 purpose only.

The Main Terms of the Tenancy

1. Term of Tenancy

The Landlord lets the Property to the Tenant for a period of **twelve months**. The Tenancy shall start on and include the **5th December 2020** and shall end on and include the **4th December 2021** and is subject to Schedule 5 of this agreement.

2. The Rent

2.1 The Tenant shall pay **£1,300.00** per calendar month to the Landlord. This is payable on the 5th day of each month, in advance for the period from and including **5th December 2020** to and including **4th December 2021** exclusive of obligatory costs (council tax, utilities and water charges).

2.2 The first month's rent and deposit will be paid to Net Lettings

2.3 Subsequent rent will be paid every month to the Landlord-approved Management Team (currently led by Dr Ada Gashau)

3. Council Tax and Utilities

3.1 Council tax: This is determined by London Borough of Tower Hamlets. It is the Tenant's responsibility to clarify the amount and pay it to the council. The Landlord is not responsible for payment of council tax.

3.2 Utilities: Electricity – is currently supplied by Npower. **Heating and hot water** is managed by Data Energy Management Services Ltd* (on behalf of JFM Block and Estate Management). It is the Tenant's responsibility to pay for all utilities used. The Landlord is not responsible for payment of utilities.

**Data Energy Management Services Ltd currently sends Tenant's heating and hot water bills via the Landlord as per their separate agreement with JFM Block and Estate Management. When received, the Landlord will relay this bill to the Tenant.*

3.3 Water: This is supplied by Thames Water. It is the Tenant's responsibility to pay for the water used. The Landlord is not responsible for payment of water bills.

4. The Deposit

4.1 The Tenant shall pay to the Agent, on the signing of this Agreement, **£1,500 (one thousand five hundred pounds and fifteen pence)** as a Deposit which shall be registered and protected by the Landlord, a member of the Deposit Protection Service.

4.2 At the end of the Tenancy the Landlord shall return the Deposit to the Tenant subject to the applicable deductions set out in this Agreement

5. Fixtures and Fittings

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

6. Type of Tenancy

6.1 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.

It is agreed as follows:

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

7.1 The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement.

7.2 The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement.

7.3 The Landlord and Tenant will observe and perform the obligations as set out in Schedule 3 to this Agreement.

7.4 The Landlord and Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement.

7.5 The Landlord and Tenant will observe and perform the obligations as set out in Schedule 5 to this Agreement.

7.6 The Landlord and the Tenant agree and confirm the declarations, provisions and notices as set out in Schedule 3 to this Agreement.

7.7 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.

7.8 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.

7.9 Before the Landlord can end this tenancy, he 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 - see Note 5 (subject to the clause below)

7.10 Formal notices and other documents given in connection with this tenancy may be served by email on the Tenant at danilo.tomaccio@gmail.com. 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.

7.11 Whilst the Landlord, or his approved surrogates shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with trusted third parties such as the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Landlord or his approved surrogates will not divulge personal contact details to any other third-party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation.

Schedule 1**Obligations of the Tenant****1. Type of Tenancy**

- 1.1** The Tenancy shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition. The Tenant named above is paying the Deposit
- 1.2** The Deposit will be returned to the Tenant at the end of the Tenancy; or any extension of it, subject to the applicable deductions set out in this Agreement

2. Rent & Charges

- 2.1** To pay the Rent on the day and in the manner specified to the Landlord-approved Management Team
- 2.2** To pay promptly to the authorities to whom they are due: council tax, water, heating & hot water charges, sewerage charges, gas, electric, television licence and telephone and other communication charges (if any) relating to the Property, where they are incurred during the period of the tenancy or any subsequent periodic tenancy, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected due to the Tenant's act or default.
- 2.3** The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant's name on commencement of this tenancy and to notify the Landlord or his approved management contact prior to changing supplier for any of the utility services stated above.
- 2.4** To pay the Landlord's reasonable costs incurred as a result of any breach of the terms of the tenancy by the Tenant.
- 2.5** To pay the reasonable costs of the Landlord or his Landlord-approved Management Team where the Tenant requests early termination of the tenancy, and the Landlord has accepted the request, or where the Tenant fails to give the legally required notice to end a periodic tenancy.
- 2.6** To pay the reasonable costs of the Landlord or his Management Team where the Tenant requests a variation to the tenancy.
- 2.7** To pay to the Landlord, or the Management Team, all reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:
- 2.7.1** recovering or attempting to recover any Rent or other monies in arrears;
 - 2.7.2** the enforcement of any reasonable obligation of the Tenant under this Agreement;
 - 2.7.3** the service of any Notice relating to any major breach of this Agreement whether court proceedings are brought;
 - 2.7.4** any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from according to a break clause;
- 2.8** To pay any reasonable bank charges or other costs incurred by the Landlord or Landlord-approved Management Team; if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn;
- 2.9** To pay the television licence regardless of the ownership of the transmission equipment;
- 2.10** To pay to the Landlord the cost of any repairs of the Landlord's mechanical and electrical appliances arising from misuse or negligence by the Tenant, his family, his contractor or his visitors.

3. Use of the Property

- 3.1** To pay to the Landlord, or the Landlord-approved Management Team; all reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:
- 3.2** To pay to the Landlord the cost of any repairs of the Landlord's mechanical and electrical appliances arising from misuse or negligence by the Tenant, his family, his contractor or his visitors.
- 3.3** To use the Property as a single private dwelling as the Tenant's only or principal home and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- 3.4** Not to receive paying guests to carry on or permit to be carried on any business, trade or profession on or from the Property. This excludes pandemic-specific working from home by the Tenant.
- 3.5** Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises
- 3.6** Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- 3.7** Not to use the Property for any illegal or immoral purposes
- 3.8** The Tenant must not allow the number of persons occupying the Property to exceed the Maximum Number of Permitted Occupiers specified above without the Landlord's prior written consent. Because of houses in multiple occupation regulations and licensing regulations, the Landlord may be prosecuted and fined for allowing this number to be exceeded.
- 3.9** Not to barbecue in or on the Property including any balcony, roof terrace or garden; or if the property is freehold to barbecue only in designated areas as agreed with the Landlord or the Landlord-approved Management Team;
- 3.10** Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Property or any guest or visitor to smoke tobacco, vape or smoke e-cigarettes or any other substance in the Property or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, the Tenant will be liable for or to compensate the Landlord for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the Property of the odour of nicotine, incense, or any other substance caused by the Tenant or any visitor to the Property and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in the Property.

Initials (Landlord)

(Tenant)

4. Animals and Pets

- 4.1** Not to keep any animals or birds (whether domestic or otherwise) in or on the Property without the prior written consent of the Landlord or Landlord-approved Management Team

5. Locks and Alarm

- 5.1** To fasten all locks and bolts on the doors and windows when the Property is empty and at night;
- 5.2** To set the burglar alarm (if applicable) when the Property is vacant;
- 5.3** To pay or compensate the Landlord for any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm;
- 5.4** To pay the Landlord-approved Management Team £90 for the emergency call out-charge for the temporary use of the Management's set of keys; and the full cost for each additional key(s) to be cut.
- 5.5** To pay for the replacement of all locks on the Property door where the Tenant, his family or visitors has accidentally or negligently lost or have had the keys stolen.
- 5.6** Not to install, or change locks, or have additional keys cut for the Property without the prior written consent of the Landlord, or the Landlord-approved Management Team

6. Repairs and Damage to the Property

- 6.1** Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord. The Tenant agrees to pay for any alterations or damage caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers.
- 6.2** Not to remove or permit to be removed any furniture or other contents from the Property and to pay the reasonable costs incurred by the Landlord or Landlord-approved Management Team; in replacing or repairing, or at the option of the Landlord, replace immediately, any furniture or other contents, lost, damaged or destroyed by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers.
- 6.3** To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed.
- 6.4** That the Landlord or Landlord-approved Management Team may at reasonable times of the day on giving 24 hours' written notice (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair.
- 6.5** To keep the gardens, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants.
- 6.6** 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 his visitors or any other permitted occupiers.
- 6.7** Not to 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 written consent of the Landlord or Landlord-approved Management Team
- 6.8** To notify the Landlord or Landlord-approved Management Team promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent.
- 6.9** 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.
- 6.10** To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation.
- 6.11** In order to comply with the Gas Safety Regulations, it is necessary:
- 6.11.1** that the ventilators provided for this purpose in the Property should not be blocked
- 6.11.2** that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or his Landlord-approved Management Team;
- 6.12** Not to cause any blockage to the drains, pipes, sinks or baths
- 6.13** Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- 6.14** That the Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Any faulty alarms should be reported to the Landlord-approved Management Team;
- 6.15** To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturers or Landlord's instructions
- 6.16** To take all reasonable steps to keep the Property free from infestation by vermin

7. Other Tenant responsibilities

- 7.1** Within seven days of receipt thereof, to send to the Landlord or Landlord-approved Management Team; all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or byelaw by any competent authority.
- 7.2** To ensure that any claims for Housing Benefit, Universal Credit or equivalent housing support made by the Tenant are legally claimed or received without overpayment
- 7.3** That where the Property is left unoccupied, without prior notice in writing to the Landlord or Landlord-approved Management Team for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it.
- 7.4** To properly secure the Property including all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the Rent is paid, to notify the Landlord or Landlord-approved Management Team; in writing, and to allow him access to the Property in order to secure it where necessary.

- 7.5** Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission
- 7.6** To allow contractors access to the Property, upon being given reasonable written notice, to allow electrical, gas and similar appliances, pipework and flues to be inspected and maintained. The Tenant further agrees to ensure that any access arrangements made in connection with such inspections or appointments are honoured so that contractors are able to carry out the work on the agreed day
- 7.7** To promptly respond to any information requests by the Landlord or Landlord-approved Management Team; with regard to 'Right to Rent' checks under the Immigration Act 2014 (or any subsequent legislation) and to notify the Landlord of any changes to the Tenant's immigration status.

8. End of tenancy

- 8.1** 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, with fair wear and tear excepted, and to remove all the Tenant's personal effects and any waste or rubbish from the Property.
- 8.2** 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.
- 8.3** To return the keys of the Property to the Landlord-approved Management Team; 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 or Landlord-approved Management Team; in replacing keys or securing the Property against re-entry where keys are lost or not returned.
- 8.4** To provide a forwarding address to the Landlord or Landlord-approved Management Team; either prior to or at the end of the tenancy.
- 8.5** To arrange with all utility providers for final meter readings at the Property to be supplied and final bills to be paid at the end of the tenancy.
- 8.6** To allow the Landlord or Landlord-approved Management Team, within the last two months of the tenancy, to erect a sign on or outside the Property to indicate that the Property is for sale or available to let.
- 8.7** To Pay the Management Team a fee of £90 upon the request of a Landlord Reference
- 8.8** Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or Landlord-approved Management Team to, at reasonable hours to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice.
- 8.9** To give the Landlord vacant possession of the Property upon expiry of a valid notice seeking possession served by the Landlord or Landlord-approved Management Team. Where the Tenant does not give vacant possession, and the Landlord is subsequently granted an order for possession, the Court may order the Tenant to pay the Landlord's reasonable costs of obtaining and enforcing the possession order

9. Forfeiture Provision. The Landlord may apply to the court to end this tenancy and repossess the Property if:

- (a) the Tenant does not pay the Rent (or any part of it) and any other monies within 14 days of the date on which it is due; or
- (b) the Tenant does not comply with the obligations set out in this Agreement; or
- (c) the Landlord was induced to grant the tenancy by a false statement; or
- (d) 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 repossessing the Property

IMPORTANT. Only the Court can order the Tenant to give up possession of the Property

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

Schedule 2

Conditions to be Kept by the Landlord

1. Quiet Enjoyment

- 1.1 To allow the Tenant to quietly hold and enjoy the Property during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

2. Ownership & Consent

- 2.1 To confirm that the Landlord is the freehold or leasehold owner of the Property and that all necessary consents have been obtained to enable the Landlord to enter into the Tenancy (whether from a superior landlord, lender, mortgagee, insurer, or others).

3. Statutory Repairing Obligations

- 3.1 To comply with the obligations to repair the Property as set out in Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in working order:
- 3.1.1 the structure of the Property and exterior (including drains, gutters and pipes);
 - 3.1.2 certain installations for the supply of water, electricity and gas;
 - 3.1.3 sanitary appliances including basins, sinks, baths and sanitary conveniences;
 - 3.1.4 space heating and water heating; but not other fixtures fittings and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant;
- 3.2. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated above.

4. Other Repairs

- 4.1 To keep in repair and working order all mechanical and electrical items belonging to the Landlord unless the lack of repair is due to the negligence or misuse of the Tenant.

5. Safety Regulations

- 5.1 To confirm that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993;
- 5.2 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter;
- 5.3 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994;
- 5.4 To ensure that any electrician carrying out electrical work at the Property is a member of an approved scheme;
- 5.5 To provide a smoke alarm on each storey of the Property and a carbon monoxide detector in any room with a solid fuel appliance; to have smoke alarms and carbon monoxide detectors tested at the start of the Tenancy; and to hold written records that the tests have been carried out;

6. Inventory and Check Out

- 6.1 To organise a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy
- 6.2 To organise a fully comprehensive Inventory and Schedule of Condition at the end of the Tenancy

7. Possessions and Refuse

- 7.1 To remove or pay for the removal of all the possessions of the Landlord, or any former tenant and occupier, and any rubbish prior to the start of the Tenancy.

Schedule 3
General Conditions

It is agreed between the Landlord and Tenant as follows:

1. Ending the Tenancy and Re-entry

1.1 If at any time:

- 1.1.1** the Rent, and any other monies or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- 1.1.2** If any agreement or obligation of the Tenant is not complied with; or
- 1.1.3** if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) are made out (see Definitions), the Landlord may re-enter upon the Property provided he has complied with his statutory obligations; and the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have regarding the Tenant's obligations under this Agreement.

2. Early Termination

- 2.1** 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. The Tenant would be liable Landlord's re-let fee.

3. Interruptions to the Tenancy

- 3.1** If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Property is reinstated and made habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.
- 3.2** If the Property is not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

4. Data Protection 2018

- 4.1** The personal information of both the Landlord and the Tenant will be responsibly handled by the Landlord-approved Management Team in accordance with the GDPR guidelines.
- 4.2** Whilst the Landlord-approved Management Team shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with trusted third parties such as the Local authority, Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. Landlord-approved Management will not divulge personal contact details to any other third-party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation.

5. Notices

- 5.1** The Landlord has notified the Tenant that according to Sections 47 and 48 (1) of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: **18 Telmah Close, Stretton, DE13 0EF**
- 5.2** The provisions for the service of notices are that if the Landlord or the Landlord-approved Management Team deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Property by 4.30pm or the last known address of the Tenant if different; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Property or the last known address of the Tenant if different; the documents or Notices will be deemed delivered two working days later; or if documents are served by electronic service to the e mail address of the Tenant given to the Landlord or the Landlord-approved Management Team; the document will be deemed served when it leaves the outbox of the sender. A working day excludes a Saturday, Sunday and a Bank Holiday.
- 5.3** Formal notices and other documents given in connection with this tenancy may also be served by email on the Tenant at danilo.tomaccio@gmail.com. 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.
- 5.4** The provisions for the service of notices are that if the Tenant delivers by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 5.1 of Schedule 3 or the last known address of the Landlord if different; the documents or Notices will be deemed delivered two working days later.
- 5.5.** Formal notices and other documents given in connection with this tenancy may be also served by email on the Landlord at aggashau@aol.com (with the Landlord-approved Management Team- adagashau@doctors.net.uk copied into the email). The notice or document will be regarded as received by the Landlord at the start of the next business day after it was first sent.

Initials (Landlord)

(Tenant)

6. Rent Increase

- 6.1** The Landlord can increase the Rent from six months after the anniversary of the date on which the Tenancy began.
- 6.2** Subject to compliance with the requirements specified in clause 2.7, the Landlord may increase the rent by way of serving a Section 13 Notice under the Housing Act 1988. The Landlord must serve a rent review notice on the Tenant not less than 28 days but not more than 90 days before the relevant review date, specifying the new rent payable from the relevant review date.
- 6.3** To avoid doubt if the Landlord does not increase the Rent in any year this will not affect the Landlord's rights to increase the Rent thereafter.

7. Acceptance of Rent

- 7.1** Acceptance of Rent and any other monies payable under this Agreement by the Landlord or the Landlord-approved Management Team; shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements or stipulations contained in this Agreement; and any Rent paid by any third party will be accepted from that person as the representative of the Tenant and will not confer on the third party any rights as the Tenant.

8. Tenancy Agreement Renewals

- 8.1** A new Fixed Tenancy agreement is negotiable after the expiration of the current agreement's term
- 8.2** Upon agreeing to the renewal of a Fixed Tenancy Agreement, a fee of £150 will be payable
- 8.3** The Fixed Tenancy agreement will automatically become a periodic tenancy after the term expiration subject to payment-specific agreements between Landlord and Tenant at the time

Schedule 4

Dealing with the Deposit

1. Deposit

- 1.1 The Deposit will be given to the Landlord who is a member of the **DPS** deposit protection scheme. The Landlord will register the Deposit within thirty days of receipt of the Deposit and give the Tenant a copy of the Prescribed Information and Deposit Protection Certificate. The Tenant should contact DPS after the thirty days to check the Deposit has been registered with DPS. The terms and conditions and Alternative Dispute Resolution Rules governing the protection of the Deposit including the repayment process can be found on the website of DPS. The website address is <https://www.depositprotection.com/>
- 1.2 The Tenant agrees that if more than one person forms the Tenant that the name of one person who will be known where applicable as the lead tenant ("Lead Tenant") for DPS will be provided to the Landlord or the Landlord-approved Management Team; within fourteen days of the Tenancy starting or the Deposit being taken whichever is earlier. The Tenant agrees that the Lead Tenant is authorised to accept service of all documents regarding the Tenancy from DPS, the Landlord and the Agent on behalf of each person forming the Tenant;
- 1.3 After the Tenancy the Landlord is entitled to deduct from the sum held as the Deposit any monies referred to in clause 1.6 of Schedule 4 of this Agreement
- 1.4 After the end of the Tenancy the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within thirty days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord or the Landlord-approved Management Team may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address;
- 1.5 If the amount of monies that the Landlord is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord will require the Tenant to pay that additional sum to the Landlord or the Landlord-approved Management Team within fourteen days of the Tenant receiving that request in writing;
- 1.6 The Landlord may deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:
 - any damage to the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence);
 - any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord;
 - any other breach by the Tenant of the terms of this Agreement;
 - any instalment of the Rent or any other monies payable which are due but remain unpaid at the end of the Tenancy;
 - any unpaid account or charge for water including sewerage and environmental charges, electricity gas telephone charges, or other fuels;
 - any unpaid council tax;
- 1.7 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable on the grounds that the Landlord holds the Deposit.
- 1.8 The name, address and contact details of the Scheme Administrator safeguarding your tenancy deposit is:
The Deposit Protection Service (The DPS)
The Pavilions
Bridgwater Road
Bristol
BS13 8AE
Telephone number: 0330 303 0030
Email address: enquiries@depositprotection.com
 (information obtained from DPS website and correct as of November 2020)

2. At the end of the Tenancy

- 2.1 The Landlord-approved Management Team must tell the Tenant as soon as practicable after the end of the Tenancy if they propose to make any deductions from the Deposit;
- 2.2 If there is no dispute the Landlord will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. If agreement cannot be reached, any of the parties can refer the matter to the DPS for adjudication up until ninety days after the end of the Tenancy;
- 2.3 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 3.1 and 3.2 above.

3. Joint Tenant Consent to Adjudication

- 3.1 There being multiple persons forming the Tenant each person forming the Tenant agrees with the other that any one of them may consent on behalf of all the others to use alternative dispute resolution through DPS to deal with any dispute about the Deposit at the end of the Tenancy.

Schedule 5

Special Clauses

Obligations under this Agreement:

1. Professional Clean

1.1 The Landlord agrees that the property will be professionally cleaned prior to the start of the Tenancy

1.2 Pandemic-related short-notice cancellations by a cleaning company is a permissible reason for any aspect of pre-tenancy professional cleaning not being possible (This specifically applies to the bedroom carpet)

1.3 The Tenant is liable for costs of professional cleaning of the property at the end of the Tenancy. This must be paid prospectively

4. Health and Safety

4.1 The carbon monoxide alarms must remain in the kitchen and hot water cylinder rooms respectively

5. Fire Safety

5.1 The Tenant must test the fire alarms weekly to ensure the system is operating correctly. Any concerns should be escalated to JFM Block and Estate Management

5.2 Any fire damage sustained within the property as a result of failure to adhere to the terms of this agreement, or from Tenant (or any guests) negligence will lead to the Tenant being liable for the costs of damage repair, or the Tenant being asked to vacate

6. Furniture

6.1 The Tenant is liable for replacement of the bedframe (and its slats), bedside table, glass stands (2 in total) and bar stools (2 in total) in the event of their breakage

THE FIRST SCHEDULE (N.B. Clauses in this section have been individual negotiated)

SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)

.....

SIGNED by the TENANT(S) :-

..Mr Danilo Antonio Tomaccio

EXECUTED by the AGENT :-

.....