Assured Shorthold Tenancy Agreement

(Deposit Protected by the Insurance Scheme – Administered by Tenancy Deposit Solutions Limited)

2008 Edition

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Assured Shorthold Tenancy Agreement

(DEPOSIT PROTECTED BY THE INSURANCE SCHEME ADMINISTERED BY TENANCY DEPOSIT SOLUTIONS LIMITED)

NOTICE TO ALL PROSPECTIVE TENANTS

This is an Assured Shorthold Tenancy agreement, and you should take time to read it carefully and to understand it fully before you sign it. If necessary you should seek legal advice before signing it.

When completed it will be the contract between you, the Tenant, and the Landlord of your new rented home at

317A Bethnal Green
London

E2 6AH

IF YOU NEED TO SERVE A NOTICE ON THE LANDLORD PLEASE NOTE:

For the purposes of the Landlord and Tenant Act 1987 Section 48 the Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

Flat 2, 37 Old Nichol Street
london

E2 7HR

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How to find your way around this agreement

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	•	Original
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THIS AGREEMENT is made on 05/03/2014

BETWEEN

(1) The Landlord (*full name and address*)

Debbie Garrett
Flat 2, 37 Old Nichol Street
london

E2 7HR

AND

(2) The Tenant (*full name and address of all tenants*)

Ahmet Gurel Kangal, Onur ~~Ugar~~ Uyar, Bora Akinciturk

1. PARTICULARS OF YOUR TENANCY AGREEMENT:

1.1	The Deposit:	£2,065.00
1.2	The Property:	317A Bethnal Green London E2 6AH
1.3	The Rent:	£2,065.00 per month To be paid in advance on the 5th of each month.
1.4	The Term:	One year From 03/03/2014 to and including 02/03/2015
1.5	The Lead Tenant:	Ahmet Gurel Kangal, Onur ~~Ugar~~ Uyar, Bora Akinciturk
1.6	Break Clause:	The landlord may bring the tenancy to an end at any time during the fixed term (but not within six months of the commencement date) by giving to the Tenant at least two months' written Notice stating that the Landlord requires possession of the property. A Notice under Section 21 of the Housing Act 1988 will suffice to implement this sub-clause. The Tenant may bring the tenancy to an end at any time before the expiry of the fixed term (but not within six months' of the commencement date ie notice may be served once six months' of the tenancy has expired) by giving to the Landlord at least one months' written notice. While the tenancy is periodic the one months written Notice must expire the day before a rent due date.

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2. DEFINITIONS AND INTERPRETATION

Where this agreement refers to "you" it means "the Tenant"

You need to understand what is meant by the following expressions:

2.1 "the Agents" means Citi Quays of [210a Poplar, high street, London, E14 0BB] who have been appointed as the landlord's agents or any new agent of which you have been given notice.

NOTE: BY THIS AGREEMENT YOUR LANDLORD GIVES WRITTEN AUTHORITY TO THE AGENTS AND THEIR EMPLOYEES TO ACT FOR HIM. THIS INCLUDES AUTHORISING THE AGENT TO INSPECT THE PREMISES UNDER THIS AGREEMENT

2.2 "the Contents" means the furniture, furnishings, fixtures and other items which are let by the Landlord to the Tenant with the Property, as set out and described in the Inventory and Schedule of Condition.

2.3 'the Interest Rate' means the rate of 3% above the base lending rate of Barclays Bank plc.

2.4 "the Landlord" means the person who owns the Property and who is agreeing to let you have a tenancy of it. "The Landlord" includes all the parties to this agreement and any persons who become the landlord later.

2.5 "the Lead Tenant" means a person nominated by the Tenant(s) and Relevant Person (if any) to act on behalf in all dealings with the Landlord, his Agent or Mydeposits in relation to the deposit paid in respect of this tenancy. By entering into this agreement the Tenant(s) and Relevant Person irrevocably agree that the Lead Tenant has authority to act on their behalf in all dealings with the Landlord, his Agent or Mydeposits in relation to the deposit paid in respect of this tenancy.

2.6 "the Property" means the property described in clause 1.2 and includes any part of such property as well as:

2.6.1 all additions and improvements to the Property,

2.6.1 all landlord's fixtures and fittings and fixtures of every kind that are from time to time in or upon the Property (whether or not originally affixed or fastened), and

2.6.2 all pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and other conducting media that are in, under or over the Property and serve it exclusively, including plant or fixtures and fittings and other ancillary apparatus.

2.7 "Relevant Person" means any other person or company who has paid the deposit on behalf of the tenant, for example, a local authority, or parent, or guarantor

2.8 "the Rent" means the rent set out in clause 1.3.

2.9 "the Superior Landlord": Sometimes your landlord may himself have a landlord. This person is "the Superior Landlord".

2.10 "the Tenant" means all the persons who are agreeing to take a tenancy of the Property and who are parties to this agreement. It also includes the tenant's personal representatives, administrator or trustee in bankruptcy only.

2.11 "the Term" means the term of the tenancy described in clause 1.4 and any extension to this.

2.12 "the Inventory and Schedule of Condition" means the detailed list of the condition and cleanliness of the Property including the garden (if any) and the Contents. The Inventory and Schedule of Condition are attached to this Agreement at *Schedule A*. They have been prepared by either the Landlord or by an independent inventory clerk/company.

<u>For further guidance in this agreement</u>

2.13 Where the Landlord or the Tenant for the time being comprises two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with such persons jointly and severally. This means that each of those persons is individually bound by the obligations and the obligations can be enforced in full against any one of those persons without enforcing against the other(s).

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2.14 Words importing one gender include all other genders, words importing the singular include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or a partnership and vice versa.

2.15 References in this agreement to any clause, subclause or schedule without further designation shall be construed as a reference to the clause, subclause or schedule to this agreement so numbered.

2.16 The clause, paragraph and schedule headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.

2.17 A reference to a statute includes a reference to any statutory material amending or replacing it and any subordinate legislation made under it.

3 ASSURED SHORTHOLD TENANCY

This agreement creates, and is intended to create, an Assured Shorthold Tenancy agreement under the Housing Act 1988. You should take time to read and understand it carefully before you sign it. If necessary, you should seek legal or other advice before signing.

You should seek advice if you are unsure of the operation of Assured Shorthold Tenancies.

Important Notes

(1) As long as you or anyone else is living in the Property, you or they cannot be evicted from the Property without a Court Order.

(2) Your Landlord does not insure your possessions. It is your responsibility to insure your possessions and you are strongly advised to take out your own contents insurance.

4. AGREEMENT TO LET

The Landlord agrees to let and the Tenant agrees to take the Property with the Contents for the Term and at the Rent.

5. AGREEMENTS

The Tenant and the Landlord mutually agree to observe the requirements of this agreement.

6. THE TENANT'S OBLIGATIONS

These are the obligations you take on when you become the Tenant of this property.

What you are required to pay

The Tenant agrees with the Landlord to pay as follows:

6.1 Rent

The Tenant must pay the Rent during the Term whether the Landlord has demanded the Rent or not. The first payment must be made by cash, banker's draft or building society cheque, and paid to the Agent when this Agreement is signed. All subsequent payments must be made paid by the date set out in clause 1.3 above by Bank Standing Order into the account of the Landlord or as otherwise directed by the Agent.

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6.2 Set-off

The Tenant agrees to pay the rent without any deduction or set-off whatsoever, whether legal or equitable or otherwise.

6.3 Deposit

Upon the signing of this agreement, the Tenant must pay to the Agent the Deposit as set out in clause 1.1. The Deposit is to be protected pursuant to the tenancy deposit scheme offered by Mydeposits as more particularly set out in Clause 9 and Schedule E.

6.4 Interest on Late Payments

The Tenant must pay interest at the Interest Rate on any rent or other payment for value which is not received by the Landlord or the Landlord's Agent on the date on which payment was due, such interest to run from the date on which payment was due until the date of actual payment, both before and after any judgment.

6.5 Council Tax

The Tenant must pay Council Tax or any tax replacing it, payable in respect of the Property during the Term.

6.6 Payments for Services

The Tenant must pay for all gas, electricity, water and sewerage and telephone service supplied to the property during the term (including a fair proportion of the standing charges for these services which relate to the term.) If any service or facility is disconnected for non-payment of an account, the Tenant must pay the re-connection charges and indemnify the Landlord against any demands or claims in respect of them. At the end of the tenancy the Tenant must arrange for final bills for the services to be issued and paid promptly.

6.7 Television License

The Tenant must pay for a valid television license for any television in the Property.

6.8 Cost of new Keys and Locks

The Tenant must pay the reasonable costs of replacing any keys that are lost. If, because keys have been lost by the Tenant, there is a real risk to the security of the property, then the Tenant must pay the reasonable costs of changing the locks.

6.9 Compensation for damage to the Property

At the end of the Term, the Tenant must pay reasonable compensation to the Landlord if the Tenant has failed to take reasonable care of the property. This may include paying for any breakages and paying for the professional cleaning if this is necessary.

6.10 Landlord's costs of consents under this agreement

The Tenant must pay the Landlord's reasonable and justifiable costs in connection with all applications by the Tenant for consent under this Agreement

6.11 Administration costs

The Tenant must pay the reasonable and justifiable costs of the Landlord or the agent resulting from breaches of this agreement by the Tenant.

6.12 Inventory check our costs

Where an inventory and schedule of conditions has been compiled by an independent inventory company/clerk at the cost of the Landlord prior or at the commencement of the tenancy then an independent inventory company/clerk will be instructed by the Landlord or their Agent to carry out an inventory check out report at the end of the tenancy, and the Tenant must pay the reasonable cost of the inventory check out report.

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6.13 Landlord's Legal costs

The Tenant agrees to pay fully and on an indemnity basis all fees expenses and costs (including solicitor's, barrister's and surveyor's fees) incurred by the Landlord:

6.13.1 in preparing and serving a notice on the Tenant as a result of any breach of any of the obligations on the part of the Tenant contained in this Agreement notwithstanding forfeiture or repossession is avoided whether by Order of the Court or otherwise;

6.13.2 in respect of any proper steps taken by the Landlord by reason of breach of this Agreement on the part of the Tenant including the issue and conduct of proceedings;

6.13.3 in respect of any proceedings for possession of the Property properly issued by the Landlord even if the Tenant vacates before such proceedings are determined.

6.14 Dishonored Payments

The Tenant must pay to the Landlord all costs or expenses that the Landlord may incur or suffer as a consequence of any payment made by the Tenant (whether made to the Landlord, or to the agent) being dishonored.

What you are required to do as Tenant

6.15 Tenant's obligations as to services

The Tenant must:

6.15.1 arrange for all accounts for the supply of gas, electricity, water and sewerage and telephone services to the property to be transferred as soon as possible into the name of the Tenant.

6.15.2 Not allow any of the services mentioned in this clause to be disconnected, altered or removed.

6.15.3 Not arrange for or allow the telephone number for the property to be changed and not to transfer this telephone number to another property when this agreement comes to an end unless the Landlord consents. The Landlord will not unreasonably withhold consent.

6.16 Use of the Property as a home

The Tenant must use the property only as a home for the Tenant, his spouse or partner and his children under the age of 18 years.

6.17 Care of the Property and its Contents

The Tenant must maintain the interior of the property, the internal decorations, the furniture and effects and any fixtures, fittings and appliances in as good condition as they were in at the beginning of the tenancy. This condition is set out in the Inventory and Schedule of Condition at *Schedule A* to this agreement.

6.18 Tenant's Contents Insurance

The Tenant must take out and maintain sufficient contents insurance cover for the Tenant's contents and possessions and adequate third party cover in respect of the Tenant's use of the Property.

6.19 Breakages

The Tenant must repair or replace with identical items (or items of similar kind, quality and value) or pay a fair sum to the landlord in compensation for, any of the Contents which are damaged, destroyed, or lost by the tenant or his invitees or as a result of lack of reasonable care by the tenant. Fair wear and tear is outside this obligation.

6.20 Returning the Property and its Contents at the end of the Term

The Tenant must return the Property and the Contents to the Landlord at the end of the Term in the same condition as they were in at the start of the Term, fair wear and tear excepted.

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6.21 Broken glass

The Tenant must immediately replace any glass broken by the Tenant or anyone that he invites onto or into the Property.

6.22 Failed light bulbs

The Tenant must immediately replace any light bulbs or florescent tubes that fail.

6.23 Smoke Alarms

The Tenant must keep any smoke alarms fitted at the Property in their present state of repair and condition and to test the same at least once per calendar month. If the batteries need to be replaced, the Tenant is responsible for replacing the batteries. If the smoke alarms remain inoperative following replacement of the batteries, then the Tenant must notify the Landlord or the Agent immediately.

6.24 Notice of Disrepair

The Tenant must inform the Landlord promptly of any disrepair which the Tenant believes is the responsibility of the Landlord.

NOTE: Your Landlord's duty to carry out repairs is set out in Clause 8 below. Your Landlord may not be liable for repairs if you do not tell him about repairs which are needed.

6.25 Comply with Landlord's repair notice

The Tenant must

6.25.1 Comply within one month with any notice given to the Tenant by the Landlord which sets out breaches of this agreement and requires the Tenant to put them right. The Tenant may ask the Landlord to extend this period, and the Landlord will not unreasonably refuse an extension.

6.25.2 Allow the Landlord, the agents or anyone with written authority from the Landlord or the agents, with or without workmen, to have access to the property to carry out any works of repair and decoration specified to the Tenant that have not been carried out before the notice expired. The Landlord or agents must give at least 24 hours' written notice that they require access and work will only be carried out at reasonable times of the day.

6.25.3 The Tenant must pay within 30 days of demand the Landlord's reasonable costs of doing such works. The Landlord must first produce itemised bills for all costs claimed.

6.26 Cleaning

The Tenant must:

6.26.1 Keep the property clean;

6.26.2 Clean the windows in the Property and any net curtains every six weeks

6.26.3 Clean the curtains every 12 months, including once during a 12 month term. This only applies if the term of the agreement is for more than 12 months.

6.27 Chimneys

The Tenant must clean and sweep chimneys and flues (if any) in the property as often as necessary, but only if the Landlord has granted permission in writing for the Tenant to have an open fire at the property in designated fireplaces.

6.28 Maintain the garden

The Tenant must keep the garden and window boxes (if any) properly maintained, reasonably free from weeds and in a neat and tidy condition. The Tenant must mow any grass and keep any trees and shrubs pruned.

6.29 Use of water

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The Tenant must:

6.29.1 Use baths, sinks, taps, and toilets carefully and reasonably and to pay for any costs resulting from failure to use them in a Tenant-like manner.

6.29.2 Take adequate precautions to prevent flooding of the property by washing machines and other appliances or by baths or showers.

6.29.3 Take such precautions as are reasonable to prevent the pipes in the property freezing. The best way to do this may be to run the heating at least once a day in cold weather.

NOTE: It is your Landlord's duty to maintain the installations in the property in proper working order for the supply of water, gas, electricity and sanitation and for heating and water heating. Your Landlord's obligations are set out in section 3.

6.30 Landlord's rights of entry into the Property

The Tenant must allow the Landlord or the agents or workmen with written authority from the Landlord or the agents to enter the property:

6.30.1 To inspect the condition of the property;

6.30.2 To carry out works to the property which are not the responsibility of the tenant; or

6.30.3 To ensure the safety of the Landlord's gas service and appliances.

6.30.4 To carry out the annual gas safety record and electrical tests that are required

Unless it is an emergency, the Landlord must give not less that 24 hours' prior written notice to the Tenant before entering the property and the Landlord, agent or contractor will attend at a reasonable time. Even in an emergency, the Landlord will try to give as much notice as possible.

NOTE: Your landlord has rights and obligations in law to inspect the premises under section 11(6) of the Housing Act 1988 and under the Gas Safety (Installation and Use) Regulations 1998.

6.31 Security of the Property

The Tenant must

6.31.1 Ensure that the property is properly secured at night and whenever it is unoccupied by securing all windows and doors using all locks provided and by setting the burglar alarm (if any).

NOTE: Failure to do this may invalidate the insurance of both Landlord and Tenant.

6.31.2 Reimburse the Landlord for any insurance payout lost because the Tenant did not properly secure the property.

6.32 Notice received at the Property

The Tenant must promptly send to the Landlord or Agent any notices, letters or other documents received at the property which are addressed to the Landlord or which affect the Landlord's interest in the property, and to notify the Landlord's agent by telephone of any such notices, or letters that have been received. The Landlord will reimburse the Tenant for any costs incurred.

6.33 Sale and re-letting

The Tenant must:

6.33.1 Allow the Landlord or agent during the Term to enter and view the property with proposed buyers of the property (if applicable) on a reasonable number of occasions.

6.33.2 Allow the Landlord or agent during the last six weeks of the Term to enter and view the property with prospective Tenants on a reasonable number of occasions.

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In each case the Landlord must give not less that 24 hours' prior written/verbal notice to the Tenant before entering the property and the Landlord or agent will attend at a reasonable time. If possible, the time of the viewing will be agreed with the Tenant.

6.33.3 Allow letting agents' "to let" boards and estate agents' "for sale" boards (if applicable) to be put up on the property so long as they do not interfere with the Tenant's use of the property.

6.34 At the end of the tenancy

The Tenant must

6.34.1 Replace all furniture and effects in their original locations as described in the inventory at *Schedule A* of this agreement.

NOTE: this is for the benefit of both the Landlord and Tenant to make the check out procedure as simple as possible.

6.34.2 Give the Landlord vacant possession by 12noon on the last day of the term.

6.34.3 As the property is vacated, return to the Landlord all keys (both the original keys as well as any additional keys made) relating to the property.

6.34.4 Remove all personal possessions and any rubbish from the property.

What you must not do as Tenant

6.35 Use of the Property

The Tenant must not

6.35.1 Use the property for any trade, business or profession. **NOTE:** this will not prevent you from bringing work home or making some business telephone calls from the property.

6.35.2 Allow anyone other than the Tenant's spouse, partner or children (under the age of 18) to live in the property as their home.

6.36 Sub-letting or assignment in the first three months of the Term

The Tenant must not sublet or assign or part with possession of the property or any of it during the first three (3) months of the term.

6.37 Sub-letting or assignment after the first three months of the Term

6.37.1 The Tenant must not sub-let or assign or part with possession of the property or any part of it to any person without the prior written consent of the landlord.

6.37.2 The Landlord's consent will not be reasonably withheld. But any person to whom the Tenant wishes to assign or part with possession must apply to the agent and provide all references and information, credit checks and interviews required of new Tenants. The Landlord shall be entitled to refuse consent if the person(s) would not be acceptable as applicants for a new tenancy.

6.37.3 The Landlord will within a reasonable time of being asked for consent:

(i) give consent if it is reasonable to do so;

(ii) Give the Tenant written notice of his decision including any conditions of consent or the reasons for refusing consent

IMPORTANT NOTE: YOUR LANDLORD IS UNDER A LEGAL DUTY TO CONSIDER ANY APPLICATION FOR CONSENT WITHIN A REASONABLE PERIOD, NOT UNREASONABLY TO WITHHOLD CONSENT, AND TO GIVE WRITTEN REASONS FOR HIS DECISION. YOU MAY HAVE A CLAIM IN DAMAGES AGAINST YOUR LANDLORD IF YOUR LANDLORD BREACHES THESE REQUIREMENTS.

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6.38 Sub-letting or assignment after the expiry of the Term of this agreement

If the Term expires and a statutory periodic tenancy arises, the Tenant must not assign sub-let or part with possession of the Property or any part of it.

6.39 Guests and lodgers

The Tenant must not take in any paying guests or lodgers.

6.40 Carrying out of repairs by the Tenant

Except in an emergency, the Tenant must not arrange for any repairs to be carried out to the property that are the Landlord's responsibility unless he has previously notified the Landlord of the disrepair and the Landlord has failed to carry out repairs within a reasonable time of his notice.

6.41 Altering the Property

The Tenant must not:

6.41.1 Alter or add to the Property in any way.

6.41.2 Cut down or remove any trees, shrubs and plants in the garden (if any) or alter the layout of the garden without the Landlord's consent, such consent not to be unreasonably withheld.

6.41.3 Alter or change or install any locks to doors or windows in the Property without the consent of the Landlord, such consent not to be unreasonably withheld. The Tenant must leave any such installed items in place at the end of the agreement at no cost to the Landlord. The Tenant must hand over all keys cut.

6.42 Redecorating

The Tenant must not: redecorate any part of the property without the Landlord's written consent. The Landlord will give consideration to the Tenant's proposals for methods and colours and his consent will not be unreasonably withheld.

NOTE: Any damage done to the decoration without consent will be noted on the damage schedule at the end of the Tenancy and a claim will be made against the Tenant.

6.43 The Contents

The Tenant must not:

6.43.1 Remove any of the furniture and effects from the property

6.43.2 bring any new items of furniture onto the property without the Landlord's prior written consent which will not be unreasonably withheld providing the Tenant's items are of proper quality and suitable for a residential unit.

6.44 Not to cause annoyance

The Tenant must not: do anything or allow anything to be carried out on the property which could annoy or be a nuisance to the owners or occupiers of neighbouring properties (which may include the Landlord if he retains property nearby such as the common parts of a building) or to persons in the locality.

6.45 Making a noise

The Tenant must not: play any music, sing or make any sound in the property that annoys or is a nuisance to the occupiers of neighbouring properties. In particular not to play any music, sing or make any sound in the property that can be heard outside the property between 11pm and 7am.

6.46 Pets

The Tenant must not keep any animals or birds or pets of any type in the property without the Landlord's consent, such consent not to be unreasonably withheld. **NOTE:** The Landlord will

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not consent to any pets which may cause damage to property and contents, or can be a health hazard or cause a nuisance to neighbours.

6.47 Fire Hazards

The Tenant must not:

6.47.1 Keep anything at the property which is a fire hazard,

6.47.2 Use any paraffin stove or similar appliance,

6.47.3 Use any naked flame (such as candles),

6.47.4 Obstruct or allow to be obstructed any fire exit at the property.

NOTE: This is for the benefit of both Tenant and Landlord as this could invalidate the Landlord's and the Tenant's insurance policies.

6.48 Leaving the Property Empty

The Tenant must not leave the property unoccupied for more than 21 days at a time without notifying the Landlord or the Landlord's agent in advance. **NOTE:** This is so that due consideration can be given by both Landlord and Tenant to the insurance, security and safety of the property while the Tenant is away. Long absence by the Tenant could invalidate the Landlord's and the Tenant's insurance policies.

6.49 Landlord's insurance

The Tenant must not do anything which may cause the Landlord's insurance policy that covers the property to become void or voidable or the premium on any such policy to be increased. **NOTE:** Copies of the main provisions of the Landlord's insurance are attached at *Schedule B* of this agreement.

6.50 Hanging items out of the window

The Tenant must not hang any clothes or items out of the windows of the property.

6.51 Fixing items to the walls

The Tenant must not attach any item to the walls of the property using adhesive tape or other fixture and must not insert any nails, screws or pins into the walls or any woodwork in the property without the Landlord's consent, such consent not to be unreasonably withheld. **NOTE:** This is to avoid damage to the property. Any damage done to the property and decorations without consent will be noted on the damage schedule at the end of the tenancy and a claim will be made against the Tenant.

6.52 Satellite Dish

The Tenant must not affix or permit to be affixed any satellite television dish or other similar apparatus without the Landlord's prior written consent.

Further, Individually Negotiated Clauses

These clauses have been agreed between the Landlord and the Tenant to this agreement in addition to or to replace the standard clauses.

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7 PROVISIONS OF A SUPERIOR LEASE WHICH THE TENANT MUST OBEY*

*[*delete if not applicable]*

If your Landlord himself has a Landlord, your tenancy is subject to a "superior lease".

You must comply with the terms of the superior lease so far as they affect you. It is a breach of this agreement if you fail to comply with the superior lease.

The terms of the superior lease which affect you are attached as *Schedule C* to this agreement.

Warning: These may be written in legal wording so you must read these carefully and take advice if necessary before signing the agreement.

8 THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant as follows:

8.1 "Quiet enjoyment"

The Tenant has the right to occupy and enjoy the property during the Term without interruption from the Landlord subject to the Landlord's rights under this agreement.

8.2 Paying charges on the Property

The Landlord must pay or reimburse the Tenant against all charges in respect of the Property except those which the Tenant has expressly agreed to pay.

8.3 Necessary Consents

The Landlord promises that he has obtained any consent necessary for this Agreement to be entered into.

8.4 Repair

The Landlord must repair and keep in repair the structure and exterior of the Property. He must also keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation and (including basins, sinks, baths and sanitary conveniences) and for space and water heating. Independently connected electrical appliances such as electric fires, heaters, radio or television sets, from and including the plug connecting them to the mains electricity system are the Tenant's responsibility. The landlord must comply with section 11 of the Landlord and Tenant Act 1985 as to his responsibility for repairs in the Property in so far as any obligations have inadvertently not been expressly set out in this clause.

NOTE (1): THE LANDLORD MUST REPAIR THINGS WHICH WERE IN DISREPAIR BEFORE THE AGREEMENT BEGAN.

NOTE (2): SECTION 11 OF THE LANDLORD AND TENANT ACT 1985 IS ATTACHED TO THIS AGREEMENT AT SCHEDULE D. IT IS WRITTEN IN LEGAL WORDING AND YOU SHOULD CONSIDER TAKING LEGAL ADVICE IF DISREPAIR OCCURS TO THE PROPERTY.

8.5 Equipment in working order

The Landlord must ensure that all mechanical, electrical and gas equipment is in working order at the beginning of the Term and has been checked.

8.6 Insurance

The Landlord must take out insurance for the furniture, effects, property and any fixtures and fittings that belong to the Landlord. **NOTE:** The Landlord does not insure the Tenant's own

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belongings in the Property. The Tenant is strongly urged to take out his own insurance for those items.

9. THE SECURITY DEPOSIT

The tenant(s)' attention is drawn to Schedule E, and the Prescribed Information set out therein.

The following terms relate to the deposit:

9.1 The amount of the Deposit is set out in clause 1.1 of this agreement.

9.2 The Deposit has been paid to the Agents by the Tenant(s) Ahmet Gurel Kangal, Onur Ugar, Bora Akinciturk

317A Bethnal Green
London

E2 6AH

07759870877, 07999084336, 07798918408

9.3 The Deposit will be held by:

The Landlord. The Landlord is a member of the tenancy deposit protection scheme operated by Mydeposits.

9.4 Any interest earned will belong:

to the Landlord.

9.5 The purpose of the Deposit is to provide security for the Landlord. The Tenant agrees that the Landlord may make deductions from the Deposit to compensate him for any or all of the following:

9.5.1 The cost of the checking out of the Inventory and Schedule of Condition (if there is one).

9.5.2 Any damage, or compensation for damage, to the Property, the Contents or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.

9.5.3 The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the Property and the Contents.

9.5.4 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the Tenant is liable.

9.5.5 Any rent or other money due or payable by the Tenant under the Tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

9.5.6 Any other breach by the Tenant of this Agreement which has caused the Landlord to suffer loss or damage or has caused the Landlord to incur costs or expenses.

9.6 The Deposit is safeguarded by Mydeposits, which is administered by:

Mydeposits

O.U. BA A.G.K

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

Tel: 0871 703 0552
Email: customerservices@mydeposits.co.uk

9.7 At the end of the tenancy, the following procedure shall apply:

9.7.1 At the end of the Term on the final day or as soon after as can be agreed the landlord or his agent or an independent Inventory Clerk instructed by the Landlord will carry out a check out process using the Inventory and Schedule of Condition at *Schedule A*.

9.7.2 Where there is more than one Tenant to this agreement, or where there is a Relevant Person, then:

9.7.2.1 all communications, negotiations and other dealings which Mydeposits or the Landlord or his Agent might send to or conduct with the Tenants and/or the Relevant Person will be sent to or conducted with the Lead Tenant who will represent the Tenants and/or Relevant Person; and

9.7.2.2 all communications, negotiations and other dealings which the Tenants or any of them or the Relevant Person might want to send to or conduct with Mydeposits or the Landlord or his Agent must be sent or conducted by the Lead Tenant on behalf of the Tenants or any of them or the Relevant Person.

9.7.3 If there is no dispute between the Tenant and the landlord or his agent, then the landlord or his agent will keep or will repay the Deposit as agreed with the Tenant. Payment of the Deposit or any balance of it will be made within 14 working days of the date on which the Tenant and the landlord or his Agent reached agreement in writing as to how the Deposit is to be apportioned between the Tenant and the landlord.

9.7.4 If there is a dispute relating to the Deposit, then the Tenant can notify Mydeposits of the Dispute by completing a Dispute Notification Form and providing all evidence to Mydeposits.

9.7.5 Upon receipt by Mydeposits of a valid dispute notification and relevant evidence, Mydeposits will notify the Landlord or his Agent of the Dispute. The Landlord or his Agent will, within 10 days:

9.7.5.1 lodge the disputed amount of the Deposit with Mydeposits;

9.7.5.2 inform Mydeposits whether the Landlord will agree to be a party to the Alternative Dispute Resolution Procedure; and

9.7.5.3 submit to Mydeposits the Landlord's counter-claim using the response form and rebuttal evidence.

9.7.6 If the Landlord and Tenant both agree to use the Alternative Dispute Resolution service provided by Mydeposits, then the decision of the Adjudicator will be binding on both the Landlord and the Tenant.

9.7.7 Use of the Alternative Dispute Resolution service provided by Mydeposits is not compulsory, and the statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 9.7.1 to 9.7.6 above.

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10. RECOVERY OF POSSESSION

Unless there is an agreement between you and the Landlord for termination of the tenancy, only the Courts can award possession of the property to the Landlord.

This section sets out the ways in which your Landlord may recover possession of the property from you.

10.1 Grounds for Seeking Possession

If and whenever during the term the property remains the Tenant's only or principal home

10.1.1 This tenancy may be brought to an end before the expiry of the Term and the Landlord is entitled to seek possession **ONLY** if Grounds 2, 8,10,11,12,13,14,15 or 17 under Schedule 2 of the Housing Act 1988 are made out.

10.1.2 After the expiry of the Term, the Landlord is entitled to bring the tenancy to an end and seek possession on any of the Grounds under Schedule 2 of the Housing Act 1988.

10.1.3 To bring the tenancy to an end on any of the Grounds under Schedule 2 of the Housing Act 1988 the Landlord must first serve on the Tenant a notice seeking possession under section 8 of the Housing Act 1988.

10.2 Notice pursuant to Section 21 of the Housing Act 1988

The Landlord can also recover possession, as of right, by giving the Tenant two months' notice in writing stating that he requires possession pursuant to section 21 of the Housing Act 1988. After the notice has expired and after the end of the period of 6 months from the start of the term or after the end of the fixed term granted by this agreement if later the Landlord may commence proceedings to obtain a Court Order for possession.

IMPORTANT NOTES FOR THE TENANT:

(1) THESE GROUNDS FOR POSSESSION ARE ATTACHED TO THIS AGREEMENT AT SCHEDULE D. THEY ARE WRITTEN IN LEGAL WORDING AND YOU SHOULD CONSIDER TAKING LEGAL ADVICE IF YOUR LANDLORD SEEKS POSSESSION AGAINST YOU.

(2) SECTION 21 OF THE HOUSING ACT 1988 IS ATTACHED TO THIS AGREEMENT AT *SCHEDULE D.* IT IS WRITTEN IN LEGAL WORDING AND YOU SHOULD CONSIDER TAKING LEGAL ADVICE IF YOUR LANDLORD SEEKS POSSESSION AGAINST YOU.

10.3 If the Tenant does not live in the property as his only or principal home, or if, for any other reason, this agreement is not an assured shorthold tenancy, then if

10.3.1 at any time any money payable under this agreement remains unpaid for 14 days after becoming payable (whether formally demanded or not) or

10.3.2 if the Tenant is in breach of any of the terms of this agreement,

the Landlord may re-enter the property (or part of it) and upon re-entry the Term shall come to an end.

If any person is living in the premises, then the Landlord can only 're-enter' by starting court proceedings and obtaining a court order.

IMPORTANT NOTE:

THE COURT MAY PERMIT THE TENANT TO KEEP THIS AGREEMENT IF THE TENANT PUTS RIGHT ANY BREACH OF THIS AGREEMENT.

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11. FURTHER AGREED MATTERS

In this agreement the following further matters are agreed between the Landlord and the Tenant.

11.1 Notices

Any notices to be served on the Tenant by the Landlord may be sent by first class post to the property. Any notices sent to the property will be deemed to have been received on the second working day after posting.

11.2 Apportionment

Sums requiring apportionment will be apportioned on a daily basis. **NOTE:** "apportionment" means splitting up a sum of money.

11.3 Payments by persons other than the Tenant

If someone other than the Tenant makes any payment or payments of rent to the Landlord then they shall be deemed to be doing so as agent for the Tenant.

11.4 Removal of belongings

If any item belonging to the Tenant is not removed from the property when the Term comes to an end and as a result the Landlord cannot use the property, the Landlord is entitled to claim damages equivalent to the rent, which damages will be payable by the Tenant to the Landlord until such time as these items have been removed by the Tenant.

IMPORTANT NOTE: Where a tenant leaves items in the property when the Term comes to an end, the law permits the Landlord on notice to the Tenant to dispose of the items and charge the costs of doing so to the Tenant: The Torts (Interference with Goods) Act 1977.

11.5 Effect of waiver

Each of the Tenant's agreements is to remain in full force both at law and in equity even if the Landlord waives or releases that agreement on any occasion or waives or releases any similar agreement affecting any of his adjoining property.

11.6 Entire Understanding

This Agreement embodies the entire understanding of the parties relating to the Property and to all matters dealt with by this agreement.

11.7 Representations

The Tenant acknowledges that this agreement has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this agreement.

11.8 English Law and Courts

The Landlord and the Tenant agree that this agreement should be governed by and construed in accordance with English Law and that the English Courts should have exclusive jurisdiction in deciding any disputes arising out of this agreement.

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Schedule A

The Inventory and Schedule of Condition

[attach here]

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Schedule B

Details of the Landlord's Insurance

[attach here]

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Schedule C

Provisions of a superior lease which are the responsibility of the Tenant

[attach here/delete if not applicable]

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Schedule D

Statutory Provisions

SECTION 11. Landlord and Tenant Act 1985

Repairing obligations in short leases

(1) In a lease to which this section applies (as to which, see sections 13 and 14) there is implied a covenant by the lessor:

(a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
(b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
(c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

[(1A) If a lease to which this section applies is a lease of a dwelling-house which forms part only of a building, then, subject to subsection (1B), the covenant implied by subsection (1) shall have effect as if:

(a) the reference in paragraph (a) of that subsection to the dwelling-house included a reference to any part of the building in which the lessor has an estate or interest; and
(b) any reference in paragraphs (b) and (c) of that subsection to an installation in the dwelling-house included a reference to an installation which, directly or indirectly, serves the dwelling-house and which either:

(i) forms part of any part of a building in which the lessor has an estate or interest; or
(ii) is owned by the lessor or under his control.

(1B) Nothing in subsection (1A) shall be construed as requiring the lessor to carry out any works or repairs unless the disrepair (or failure to maintain in working order) is such as to affect the lessee's enjoyment of the dwelling-house or of any common parts, as defined in section 60(1) of the Landlord and Tenant Act 1987, which the lessee, as such, is entitled to use.]

(2) The covenant implied by subsection (1) ("the lessor's repairing covenant") shall not be construed as requiring the lessor:

(a) to carry out works or repairs for which the lessee is liable by virtue of his duty to use the premises in a Tenant-like manner, or would be so liable but for an express covenant on his part;
(b) to rebuild or reinstate the premises in the case of destruction or damage by fire, or by tempest, flood or other inevitable accident; or
(a) to keep in repair or maintain anything which the lessee is entitled to remove from the dwelling-house.

(3) In determining the standard of repair required by the lessor's repairing covenant, regard shall be had to the age, character and prospective life of the dwelling-house and the locality in which it is situated.

[(3A) in any case where:

(a) the lessor's repairing covenant has effect as mentioned in subsection (1A), and
(b) in order to comply with the covenant the 1essor needs to carry out works or repairs otherwise than in, or to an installation in, the dwelling-house, and
(c) the lessor does not have sufficient right in the part of the building or the installation concerned to enable him to carry out the required works or repairs,

then in any proceedings relating to a failure to comply with the lessor's repairing covenant, so far as it requires the lessor to carry out the works or repairs in question, it shall be a defence for the lessor to prove that he used all reasonable endeavours to obtain, but was unable to obtain, such rights as would be adequate to enable him to carry out the works or repairs.]

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(4) A covenant by the lessee for the repair of the premises is of no effect so far as it relates to the matters mentioned in subsection 1 (a) to (c), except so far as it imposes on the lessee any of the requirements mentioned in subsection (2)(a) or (c).

(5) The reference in section (4) to a covenant by the lessee for the repair of the premises includes a covenant:

(a) to put in repair or deliver up in repair,
(b) to paint, point or render,
(c) to pay money in lieu of repairs by the lessee, or
(d) to pay money on account of repairs by the lessor.

(6) In a lease in which the lessor's repairing covenant is implied there is also implied a covenant by the lessee that the lessor, or any person authorised by him in writing, may at reasonable times of the day and on giving 24 hours' notice in writing to the occupier, enter the premises comprised in the lease for the purpose of viewing their condition and state of repair.

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SCHEDULE 2. Section 7. Housing Act 1988

Grounds for Possession of Dwelling-houses let on Assured Tenancies

Part I

GROUNDS ON WHICH THE COURT MUST ORDER POSSESSION

Ground 1

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case)

(a) at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or

(b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

Ground 2

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and

(a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the [1925 c. 20.] Law of Property Act 1925; and

(b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and

(c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice;

and for the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

Ground 3

The tenancy is a fixed term tenancy for a term not exceeding eight months and

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was occupied under a right to occupy it for a holiday.

Ground 4

The tenancy is a fixed term tenancy for a term not exceeding twelve months and

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was let on a tenancy falling within paragraph 8 of Schedule 1 to this Act.

Ground 5

The dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his office and

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence.

[NOTE: Part IV of the Schedule contains provisions relating to the notices referred to in grounds 1 to 5.]

Ground 6

The landlord who is seeking possession or, if that landlord is a registered housing association or charitable housing trust, a superior landlord intends to demolish or reconstruct the whole or a substantial

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part of the dwelling-house or to carry out substantial works on the dwelling-house or any part thereof or any building of which it forms part and the following conditions are fulfilled

(a) the intended work cannot reasonably be carried out without the tenant giving up possession of the dwelling-house because

(i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out, or

(ii) the nature of the intended work is such that no such variation is practicable, or

(iii) the tenant is not willing to accept an assured tenancy of such part only of the dwelling-house (in this sub-paragraph referred to as "the reduced part") as would leave in the possession of his landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried out and, where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or

(iv) the nature of the intended work is such that such a tenancy is not practicable; and

(b) either the landlord seeking possession acquired his interest in the dwelling-house before the grant of the tenancy or that interest was in existence at the time of that grant and neither that landlord (or, in the case of joint landlords, any of them) nor any other person who, alone or jointly with others, has acquired that interest since that time acquired it for money or money's worth; and
(c) the assured tenancy on which the dwelling-house is let did not come into being by virtue of any provision of Schedule 1 to the [1977 c. 42.] Rent Act 1977, as amended by Part I of Schedule 4 to this Act or, as the case may be, section 4 of the [1976 c. 80.] Rent (Agriculture) Act 1976, as amended by Part II of that Schedule.

For the purposes of this ground, if, immediately before the grant of the tenancy, the tenant to whom it was granted or, if it was granted to joint tenants, any of them was the tenant or one of the joint tenants under an earlier assured tenancy of the dwelling-house concerned, any reference in paragraph (b) above to the grant of the tenancy is a reference to the grant of that earlier assured tenancy. For the purposes of this ground "registered housing association" has the same meaning as in the [1985 c. 69.] Housing Associations Act 1985 and "charitable housing trust" means a housing trust, within the meaning of that Act, which is a charity, within the meaning of the [1960 c. 58.] Charities Act 1960.

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death. For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

Ground 8 (as amended by s101 Housing Act 1996)

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing

(a) if rent is payable weekly or fortnightly, at least eight weeks' rent is unpaid;

(b) if rent is payable monthly, at least two months' rent is unpaid;

(c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and

(d) if rent is payable yearly, at least three months' rent is more than three months in arrears;

and for the purpose of this ground "rent" means rent lawfully due from the tenant.

Part II

GROUNDS ON WHICH COURT MAY ORDER POSSESSION – BUT ONLY IF REASONABLE TO DO SO

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

[NOTE: Part III of the schedule contains further provisions relating to suitable alternate accommodation.]

Ground 10

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Some rent lawfully due from the tenant——

(a) is unpaid on the date on which the proceedings for possession are begun;

(b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

Ground 12

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. For the purpose of the ground, "common parts" means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

Ground 14

The tenant or any other person residing in the dwelling-house has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using the dwelling-house or allowing the dwelling-house to be used for immoral or illegal purposes.

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 16

The dwelling-house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

Ground 17 (as inserted by s102 Housing Act 1996)

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by (a) the tenant, or (b) a person acting at the tenant's instigation.

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SECTION 21. Housing Act 1988
(as amended by s98 & s91 Housing Act 1996)

Recovery of possession on expiry or termination of assured shorthold tenancy.

(1) Without prejudice to any right of the landlord under an assured shorthold tenancy to recover possession of the dwelling-house let on the tenancy in accordance with Chapter I above, on or after the coming to an end of an assured shorthold tenancy which was a fixed term tenancy, a court shall make an order for possession of the dwelling-house if it is satisfied -

(a) that the assured shorthold tenancy has come to an end and no further assured tenancy (whether shorthold or not) is for the time being in existence, other than a statutory periodic tenancy; and

(b) the landlord or, in the case of joint landlords, at least one of them has given to the tenant not less than two months' notice in writing stating that he requires possession of the dwelling-house.

(2) A notice under paragraph (b) of subsection (1) above may be given before or on the day on which the tenancy comes to an end; and that subsection shall have effect notwithstanding that on the coming to an end of the fixed term tenancy a statutory periodic tenancy arises.

(3) Where a court makes an order for possession of a dwelling-house by virtue of subsection (1) above, any statutory periodic tenancy which has arisen on the coming to an end of the assured shorthold tenancy shall end (without further notice and regardless of the period) on the day on which the order takes effect.

(4) Without prejudice to any such right as is referred to in subsection (1) above, a court shall make an order for possession of a dwelling-house let on an assured shorthold tenancy which is a periodic tenancy if the court is satisfied -

(a) that the landlord or, in the case of joint landlords, at least one of them has given to the tenant a notice in writing stating that, after a date specified in the notice, being the last day of a period of the tenancy and not earlier than two months after the date the notice was given, possession of the dwelling-house is required by virtue of this section; and

(b) that the date specified in the notice under paragraph (a) above is not earlier than the earliest day on which, apart from section 5(1) above, the tenancy could be brought to an end by a notice to quit given by the landlord on the same date as the notice under paragraph (a) above.

(5) Where an order for possession under subsection (1) or (4) above is made in relation to a dwelling-house let on a tenancy to which section 19A above applies, the order may not be made so as to take effect earlier than –

(a) in the case of a tenancy which is not a replacement tenancy, six months after the beginning of the tenancy, and

(b) in the case of a replacement tenancy, six months after the beginning of the original tenancy.

(6) In subsection (5)(b) above, the reference to the original tenancy is-

(a) where the replacement tenancy came into being on the coming to an end of a tenancy which was not a replacement tenancy, to the immediately preceding tenancy, and

(b) where there have been successive replacement tenancies, to the tenancy immediately preceding the first in the succession of replacement tenancies

(7) For the purposes of this section, a replacement tenancy is a tenancy –

(a) which comes into being on the coming to an end of an assured shorthold tenancy, and

(b) under which, on its coming into being-

(i) the landlord and tenant are the same as under the earlier tenancy as at its coming to an end, and

(ii) the premises let are the same or substantially the same as those let under the earlier tenancy as at that time.

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SCHEDULE E

PRESCRIBED INFORMATION

Housing Act 2004

This information is prescribed under the Housing Act 2004 and the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797) so that the parties to the Tenancy Agreement are aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

The Deposit Paid: ££2,065.00

The Property to which the Tenancy Relates:

The address of the Property:

317A Bethnal Green, London, , , E2 6AH

Landlord(s):

Name(s) of Landlord(s):

Debbie Garrett

Actual address of the Landlord:

Flat 2, 37 Old Nichol Street, london , , , E2 7HR

Email address of the Landlord (if applicable):

jason@jcsdevelopments.co.uk

Telephone number of the Landlord:

Fax number of the Landlord (if applicable):

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Tenant(s) (and, where appropriate, the Lead Tenant):

Tenant(s) name(s):

Ahmet Gurel Kangal, Onur ~~Ugar~~ Uyar, Bora Akinciturk

Address for contact after the tenancy ends (if known):

Email address for Tenant (if applicable):

agurelk@gmail.com; me@onuruyar.com; boraakinciturk@hotmail.co.uk

Mobile / Telephone number:

07759870877, 07999084336, 07798918408

Fax number (if applicable)

Landlord(s) Agent:

Name of Agent:

Citi Quays

Address of Agent:

210a Poplar, high street, London, E14 0BB

Email address of Agent (if applicable):
info@citiquays.co.uk

Telephone and fax number of Agent:

Tel: 02075381988

Relevant Person (if the Deposit was not paid by the Tenant(s)):

O.U. BA AGK

Name of Relevant Person:

Address of Relevant Person:

Email address of Relevant Person (if applicable):

Telephone number of Relevant Person:

Fax number of Relevant Person (if applicable):

The Deposit is protected by the Tenancy Deposit Scheme, which is administered by:

Mydeposits
3rd Floor, Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ

Tel: 0871 703 0552
Email: customerservices@mydeposits.co.uk

A Copy of the Rules of that Tenancy Deposit Scheme are attached to this Schedule.

Deductions may be made from the Deposit in accordance with clause 9.5 of the Tenancy Agreement.

Procedure at the End of the Tenancy

1. Where there is more than one Tenant to this agreement, or where there is a Relevant Person, then:

   1.1. all communications, negotiations and other dealings which Mydeposits or the Landlord or his Agent might send or conduct the Tenants and/or the Relevant Person will be sent to or conducted with the Lead Tenant who will represent the Tenants and/or Relevant Person; and

   1.2. all communications, negotiations and other dealings which the Tenants or any of them or the Relevant Person might want to send or doncut with Mydeposits or the Landlord or his Agent must be sent or conducted by the Lead Tenant on behalf of the Tenants or any of them or the Relevant Person.

   1.3. At any time any of the parties to the tenancy agreement may contact Mydeposits for information relating to the deposit, and Mydeposits will provide such information.

2. When the landlord or his agent and Tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 working days.

3. When the Landlord and Tenant cannot agree how the deposit should be apportioned between them, then the Tenant may refer the dispute to Mydeposits by completing a Dispute Notification Claim Form and providing evidence in support of the claim.

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4. Upon Mydeposits receiving valid notification of the dispute, the Landlord or his Agent will be notified of the dispute and provided with a copy of the Dispute Notification Claim Form and accompanying evidence. The Landlord / Agent must, within 10 days of receiving such notification:

   4.1. pay the disputed amount of the deposit to Mydeposits, whether or not the Landlord wishes the dispute to be resolved by Alternative Dispute Resolution;

   4.2. submit the Landlord's agreement to be a party to Alternative Dispute Resolution, where he chooses to do so; and

   4.3. where he agrees to be a party to Alternative Dispute Resolution, submit his counterclaim using the response form and rebuttal evidence.

5. It is not compulsory for the parties to refer the dispute for Alternative Dispute Resolution. The Landlord or his Agent or the Tenant may, if they choose, seek the decision of the Court. However, this may take longer and incur further costs. If the parties do agree that the dispute should be resolved by Alternative Dispute Resolution, then they must accept the decision reached by that process as final and binding.

6. Once the disputed amount of the deposit has been received by Mydeposits from the Landlord or his Agent, it will hold that disputed amount in a separate segregated client money account until:

   6.1. it is advised by the Alternative Dispute Resolution service of the apportionment of the disputed amount between the Landlord and the Tenant; or

   6.2. it is advised of the apportionment of the disputed amount between the Landlord and any of the parties to the tenancy agreement by way of a Court Order; or

   6.3. it is advised of the apportionment of the disputed amount between the Landlord and the Tenant by a written agreement signed by the Tenant.

7. Once Mydeposits has received valid written notification of a decision by the Alternative Dispute Resolution service or notification of a decision by the Court, or notification of an agreement between the Landlord and Tenant, then it will pay the disputed amount out as decided by the ADR adjudicator or the Court or as agreed within 10 working days of receiving advice of such agreement or decision.

8. If the Landlord or the Agent is unable to contact the Tenant despite making reasonable efforts to do so or the Tenant does not reply to such efforts to make contact, or the Tenant is unable to contact the Landlord or the Agent despite making reasonable efforts to do so or if the Landlord or Agent does not reply to such efforts to make contact, then action must be taken through the County Court system to get a judgment for the return of or deductions from the Deposit. The Alternative Dispute Resolution service offered by Mydeposits is not available in such circumstances.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms that he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of the Landlord's knowledge and belief.

Signed by the Tenant:

Signed by the Landlord / Agent:

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NOTE: the Landlord or his agent signs one copy ("the Original") which is for the Tenant to keep. The Tenant and Relevant Person signs another copy (the Counterpart") which is for the Landlord to keep. It is very important that the Landlord or his agent does not also sign the Counterpart as this could incur extra Stamp Duty

Signing the agreement

(For Original)
Signed by the Landlord:

_____

Date_____

In the presence of :

Witness signature _____

Witness name Damien Lee

Address 210a Poplar High Street

Occupation Agent

Signing the Agreement

(For counterpart)

Signed by the Tenant(s)

_____

_____

_____

_____

Date_____

In the presence of :

Witness signature _____

Witness name Damien Lee

Address 210a Poplar High Street

Occupation Agent

Signed by the Relevant Person

_____

O.M. BA AGK

Date_____

In the presence of :

Witness signature _____

Witness name _____

Address _____

Occupation _____

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